



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
*JDE PO Number: 850521-000
*Effective Date: 07/01/2008
*Termination Date: 06/30/2009
Amendment Effective Date: /
*Clerk's Receiving Number: 43634
Related Receiving Number: /
Bid/RFP/RFQ/ITQ Number: /
Ordinance Number: 5837 10-00-2008
Resolution Number: /
CIP Number: /
Project Name: Commute Trip Reduction (CTR) Implementation Agreement
Site Name: /
Vendor Number: 38105
File Location: 09.007

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

IR

Face Sheet Date: 01-05-2009 @ JDE
Scan & Index Date: 1-5-09 MT ECM

COMMUTE TRIP REDUCTION PROGRAM IMPLEMENTATION AGREEMENT

between

King County, Department of Transportation, Metro Transit Division

and

The City of Bellevue

This Commute Trip Reduction Program Agreement (the "Agreement") is entered into by and between King County, a home rule charter county of the State of Washington, through its Department of Transportation, Metro Transit Division (the "County" or "Metro Transit") and the City of Bellevue (the "City"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties," for the purpose of implementing the Washington State Commute Trip Reduction Law of 1991.

WHEREAS, the purpose of RCW 70.94.521, *et seq.*, the "Commute Trip Reduction (CTR) Law," is to reduce air pollution, traffic congestion and fuel consumption by encouraging commuters to use alternative modes of transportation, such as buses, carpools, vanpools, bicycles, and walking, instead of single occupancy vehicles ("SOV"); and

WHEREAS the CTR Law requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement Commute Trip Reduction ("CTR") plans to reduce vehicle miles traveled per employee and drive alone commute trips; and

WHEREAS, the CTR Law also requires major employers to develop, implement and promote employee transportation programs to encourage their employees to shift away from drive alone commutes; and

WHEREAS, the City has within its jurisdictional boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(5); and

WHEREAS, King County Code Section 28.94.110 authorizes the King County Executive to enter into agreements with state and local agencies for assistance in implementing the CTR Law; and

WHEREAS, CTR plans developed by local jurisdictions are required to be coordinated and consistent with the CTR plans of adjacent jurisdictions as well as applicable regional plans; and

WHEREAS, the City and the County desire through this Agreement to implement the CTR Law consistent with the statute and any applicable rules and regulations; and

WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with the County for CTR implementation;

NOW THEREFORE, in consideration of the terms, conditions, mutual promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish a mechanism that will allow for certain tasks to be undertaken by the County on behalf of the City to implement the City's obligations under the CTR Law and to set forth the responsibilities of the Parties with respect to that objective.

2. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Administrative Representative" means the primary administrative contact for issues related to this Agreement as designated in Section 9.2 of the Agreement.

"Affected Employer" means an employer required by RCW 70.94.521 and the City's CTR Plan to implement a CTR program (see also "major employer").

"Commute Trip Reduction Plan (CTR Plan)" means a plan adopted by the City designed to reduce the proportion of single occupant vehicle ("SOV") commute trips and commute trip vehicle miles traveled by employees.

"Commute Trip Reduction Program (CTR Program)" means a program designed by an Affected Employer to reduce the proportion of drive alone commute trips and be consistent with the rules established by the Commute Trip Reduction Board.

"CTR Funds" means state funds authorized by RCW 70.94.544 and Section 301 of the Natural Resources biennial budget to help counties and cities implement commute trip reduction plans.

"Major Employer" means a private or public employer that employs one hundred or more full-time employees at a single worksite who are scheduled to begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays for at least twelve continuous months during the year, as provided in RCW 70.94.521 (herein also known as an "Affected Employer").

"State" is the Washington State Department of Transportation (WSDOT) unless otherwise noted.

3. DUTIES AND RESPONSIBILITIES

- 3.1 **Provision of CTR Services.** Metro Transit will perform the CTR implementation services specified with particularity in the Scope of Work (the "Work") set forth as Exhibit A, which is attached hereto and incorporated herein by this reference.
- 3.2 **Reimbursement of Costs.** In accordance with the payment and billing provisions set forth in Section 4 of this Agreement, the City will reimburse the County for undertaking the Work pursuant to this Agreement.

4. PAYMENT AND BILLING

- 4.1 **Payment.** The City will reimburse the County for the full costs associated with the County's performance of the work pursuant to this Agreement.
- 4.2 **Cost Estimate and Budget.** A cost estimate and budget for work to be performed through June 30, 2009 is set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.
- 4.3 **Invoices and Payment Process.** The City shall make payments to the County for Work performed pursuant to this Agreement upon receipt of detailed billing invoices from the County. The City shall make payment to the County within thirty (30) days of receipt of a billing invoice from the County. The County shall submit invoices and a quarterly progress report to the City per the following schedule:

Payment	Fixed Payment	Invoice Submitted No Earlier Than
1 st payment	\$26,275.50	September 30, 2008
2 nd payment	\$26,275.50	December 31, 2008
3 rd payment	\$26,275.50	March 31, 2009
4 th payment	\$26,275.50	June 30, 2009*
Total	\$105,102.00	

*4th payment invoice to be submitted no later than July 7, 2009.

- 4.4 **Payment Amounts.** Each payment shall consist of the fixed amount specified above in Subsection 4.3, plus the following:
- Payment for services, reimbursement of expenses related to special projects, and incentives not to exceed \$7,143 for the entire length of the contract.

- Reimbursement for up to \$3,500.00 in incentives purchased as directed in writing by the City.
- Reimbursement of workshop expenses estimated to be \$5,142.00. The City shall pay a percentage share of workshop expenses based on the percentage of the total registrants for the workshop representing worksites in the City.

The workshop expenses to be shared by the City shall consist of a fixed labor element plus actual non-labor expenditures. The fixed labor element shall be as follows:

- ETC Orientation	\$510.00 fixed labor charge per workshop
- Program Implementation	\$510.00 fixed labor charge per workshop
- Survey Briefing	\$178.50 fixed labor charge per workshop
- Additional Workshops	\$51.00 fixed labor charge per hour for King County trainers

- 4.5 Reimbursement of Pre-Termination Costs Incurred.** In the event of termination pursuant to the provisions of Section 7 (Termination) of this Agreement, the City shall reimburse the County for all costs payable under this Agreement that have been incurred up to and including the effective date of termination.

5. WORK SCHEDULE AND PROGRESS REVIEW

- 5.1 Progress Reviews.** The County shall submit a quarterly report of progress and anticipated activities to jurisdiction representatives in a format prescribed by the City and in accordance with WSDOT guidelines. On-going, periodic review of issues and materials will also be conducted with the jurisdiction representatives.

- 5.2 State Evaluation Requirements.** At the request of the City, the County will provide information to the State for monitoring or evaluation activities.

6. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement is effective from July 1, 2008. The expiration date for purposes of performing substantive work as described in Exhibit A (Scope of Work) and for incurring costs is June 30, 2009, and for final accounting purposes is July 7, 2009, unless the Parties agree to an extension using the modification procedure provided in Section 8 (Changes and Modifications) of this Agreement.

7. TERMINATION

- 7.1 **Termination for Default.** Either Party may terminate this Agreement in the event the other Party fails to perform a material obligation of this Agreement. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.1 shall be provided to the other Party not less than fifteen (15) calendar days prior to the effective date of termination.
- 7.2 **Termination for Convenience.** Either Party to this Agreement may terminate the Agreement, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination.
- 7.3 **County Funding and Termination for Non-Appropriation.** Performance of any Work undertaken by the County pursuant to this Agreement in advance of receiving reimbursement by the City beyond the current appropriation year is conditioned upon the appropriation by the County Council of sufficient funds to support the performance of the Work. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31st of each year.
- 7.4 **Termination Due to Loss of State Funding.** If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold CTR State Funds allotted to the City pursuant to RCW 79.94.544 then either Party may terminate this Agreement by giving thirty (30) days advance written notice to the other Party.

8. CHANGES AND MODIFICATIONS

Either Party may request changes to the provisions of this Agreement. Any such changes must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties hereto.

9. NOTIFICATION AND IDENTIFICATION OF CONTACTS

- 9.1 **Administrative Representatives.** Both Parties shall designate an administrative representative to act as the contact person for matters pertaining to this Agreement.

9.2 Contact Persons and Addresses.

For the County: David Lantry, Supervisor of CTR Services or Designee
Yesler Building
400 Yesler Way, Rm. 650
Seattle, WA 98104
(206) 684-1139

For the City: Kate Johnson, Associate Planner
450 110th Avenue NE
P.O. Box 90012
Bellevue, WA 98009-9012

9.3 Notice. Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the Parties' respective administrative representatives at the addresses identified in Subsection 9.2 of this Agreement.

10. DISPUTE RESOLUTION PROCESS

The Parties, through their designated representatives identified in Subsection 9.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible project managers of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of both Parties or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

11. AUDITING OF RECORDS, DOCUMENTS AND REPORTS

The State Auditor and any of its representatives shall have full access to and the right to examine during normal business hours and as often as the State Auditor may deem necessary, all the records of the City and the County with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. The County shall require any subcontractors performing work on this Agreement to grant the State, the State Auditor, and any of their representatives, comparable audit rights as set forth in this Section. Such rights last for three (3) years from the date final payment is made hereunder.

12. INDEMNIFICATION AND HOLD HARMLESS

12.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent acts or omissions of the indemnifying Party, its contractors, and/or officials, employees, agents, or representatives in performing work under this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City or its contractors, officials, employees, agents, or representatives, and the County or its contractors, officials, employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractors, officials, employees, agents, or representatives. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as to the other Party only and only to the extent necessary to fulfill its obligations under this Agreement, any immunity under the Worker's Compensation Act, RCW Title 51; and the Parties recognize that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable.

12.2 The City acknowledges it is solely responsible for its compliance with the CTR Act, and for the adoption, implementation, and enforcement of any City ordinances, plans, and programs related to the CTR Act. The City shall indemnify and hold the County harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs arising out of, in connection with, or incidental to any act or omission of the City or any of its officers, employees, subcontractors or agents in adopting or enforcing any City ordinances, plans and programs related to the CTR Act.

12.3 The Parties hereto acknowledge that the State of Washington is not liable for damage or claims from damages arising from any act or omission of the County or the City under this Agreement.

12.4 In the event any Party incurs attorney's fees, costs or other legal expenses to enforce provisions of this section against the other Party, all such fees, costs, and expenses shall be recoverable by the prevailing party.

13. LEGAL RELATIONS

13.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

13.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

13.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

13.4 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

13.5 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, both 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.

13.6 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

13.7 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 duly authorized representatives of the Parties, and attached to the original Agreement.

13.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

13.9 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.

13.10 Rights and Remedies. Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

13.11 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written

amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

13.12 Survival. The provisions of this Section 13 (Legal Relations) shall survive any termination of this Agreement.

14. FORCE MAJEURE

Either Party to this Agreement 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, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of the City to make payment to the County for the Work performed pursuant to this Agreement.

15. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement.

16. EXECUTION OF AGREEMENT – COUNTERPARTS

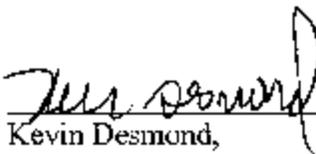
This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

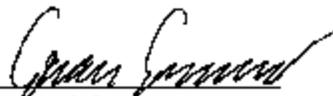
Dated this _____ day of _____, 2008.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date written below.

KING COUNTY
DEPARTMENT OF TRANSPORTATION
METRO TRANSIT DIVISION

CITY OF BELLEVUE

By: 
Kevin Desmond,
General Manager
King County Metro Transit

By: 
[Name/title] Transportation Director

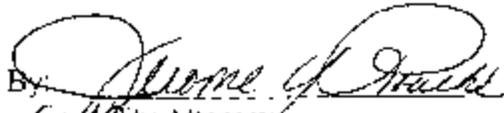
Date: 12/4/08

Date: 10/31/08

Approved as to form:

Approved as to form:

By: K.C.P.A.O.
Deputy Prosecuting Attorney

By: 
City Attorney

Date: _____

Date: 11/13/08

DEC 11 2008

City of Bellevue – Exhibit A
Commuter Trip Reduction Services Contract
Scope of Work
Period: July 1, 2008, through June 30, 2009

	Schedule	Project Activity	Budget Amount
I. Required Activities			
A) Notification of new worksites: <ol style="list-style-type: none"> 1. Identify contact for potential sites 2. Send notification inquiry 3. Follow up with site 4. Confirm status (send second letter) 5. Secure state code 6. Create timeline and legal file 	As needed - estimated at 5 sites @ 8 hours	Budget estimated at sites	\$2,040
B) Administration of CTR Surveys: <ol style="list-style-type: none"> 1. Prepare and send survey notifications and a enhanced survey response form (SRF) to each site 2. Schedule and hold survey briefings 3. Follow up with phone calls and emails for sites with late SRFs 4. Review and grant extensions 5. Set up and assist sites in the online survey system 6. Mail surveys to, and assist sites with paper surveys 7. Track survey completion and processing 8. Send survey results to employer 9. Conduct survey and site analysis for each site <ol style="list-style-type: none"> a. Review survey results b. Develop range of recommendations 10. Make recommendations to sites, discuss options for program improvements to ensure continued progress towards meeting new goals and meet with no goal sites. 11. Prepare and send survey results and next-step letters to worksites 12. Integrate the survey data into the CTR database 	Spring 2009 cycle	65 sites @ 5 hours	\$16,575
C) Employer Annual Report: (Initial Report Only) For initial programs (as needed) and biannual reports (in even years) <ol style="list-style-type: none"> 1. Send report reminder letters or credit waiver letters 45 days in advance 2. Monitor program report receipt 3. Follow up with sites with late program reports via phone or email 4. Review and grant extensions 5. Provide ongoing assistance to ETCs with the online report system 6. Review all program reports for completeness and follow up on and potential for trip reduction <ul style="list-style-type: none"> • Guaranteed Ride Home • Parking Management 	Initial Report Only	Budget Estimate: 5 sites @ 8 hours	\$2,040

<ul style="list-style-type: none"> • Incentives/Subsidies or Pre-Tax benefit • Program Summary for employees <ol style="list-style-type: none"> 7. Recommend action to jurisdiction 8. Generate approval letter for City signature 9. Complete report entry and approve in the online system 			
<p>D) Communicate Changes in Law and Ordinance to All Employers</p> <ol style="list-style-type: none"> 1. Update all written communication pieces with respect to changes in CTR Law and Ordinance, including: New site notification letters and forms, Next Step letters that accompany survey results, Survey interpretation Guide, Report Reminder letters, all ETC training materials and descriptions of reduction goals. 2. Create and send site-specific letters to ETCs describing changes to the Ordinance, the new employer requirements, reduction goals and timing of surveying and reporting. Require ETCs to confirm receipt of updated information. 3. Update Commute Solutions website with new ordinances and descriptions 	Fall 2008	65 sites @ 4 hours plus \$3,000 materials budget	\$16,260
<p>E) Review of Exemptions:</p> <ol style="list-style-type: none"> 1. Inform ETCs about process and criteria 2. Receive requests and copy to city 3. Copy request to state for comment 4. Review and analyze request and provide comments to City 5. Contact employer as needed, generate and send response per city 	As Needed	7 sites @ 3 hours	\$1,071
<p>F) Record Maintenance:</p> <ol style="list-style-type: none"> 1. Maintain database on all affected sites 2. Maintain database on all ETCs 3. Maintain master file records on all affected sites 4. On a quarterly basis, provide WSDOT with hard copy of each employer program report approved within the quarter 5. Provide WSDOT with an electronic copy of the CTR database of the City's CTR-affected employers, quarterly or as required by WSDOT 6. Provide quarterly report information for jurisdiction to conduct state funds billing 7. Retool CTR database to reflect new ordinance requirements 	Ongoing	65 sites @ 6 hours	\$19,890
II. Employer Service Activities –			
<p>A) Employer Training:</p> <ol style="list-style-type: none"> 1. Outreach activities with new ETC <ol style="list-style-type: none"> a. Schedule and meet with ETC; discuss the requirements of the law, survey requirement, program development, training and networking opportunities b. Assist with setting up baseline survey (new site 	Quarterly	Budget Estimate: 7 sites @ 6 hours for individual sites, plus \$3,000 budget	\$5,142

<p>only)</p> <ul style="list-style-type: none"> c. Complete analysis for survey results d. Assist with program element implementation (when necessary) <p>2. Schedule, promote, register and conduct ETC Basic Training</p> <ul style="list-style-type: none"> a. ETCs attendance at Part 1 of Basic Training (ETC Orientation) b. ETCs attendance at Part 2 of Basic Training (Program Development) c. ETCs attendance at survey briefings d. Offer ETCs supplemental training as available (e.g., pre-tax or other TDM related training) e. Scholarship for full registration cost for up to five Bellevue ETCs to attend various TDM workshops held in Western Washington 		<p>estimate for special supplemental training classes, as offered.</p>	
<p>B) Incentives: Purchase and distribute incentives for worksites as directed by the City</p>	<p>As Directed by the City</p>	<p>As Directed by the City</p>	<p>\$3,500</p>
<p>C) Promotion, Marketing and Employer Outreach:</p> <ul style="list-style-type: none"> 1. Analyze survey results and employer reports to determine areas and sites with potential for trip reduction; develop list of target sites for enhanced outreach to achieve trip reduction; activities may include (but aren't limited to): <ul style="list-style-type: none"> a. Zip code analysis and mapping b. Program enhancements c. Policy recommendations 2. Meet with ETCs/PMs to discuss program improvements and development opportunities flushed out in the survey analysis identified above on an ongoing basis (may include leveraging financial support, meeting with management, conducting a cost analysis of parking vs. subsidies) 3. Assist sites in developing site-specific Program Summary Brochure 4. Conduct employer commute and relocation events <ul style="list-style-type: none"> a. Conduct origin and destination analysis and provide solution/recommendations b. Conduct route planning and/or van and carpool formations 5. Schedule, promote, engage speakers and facilitate Employer Network group meetings 6. Send traffic alert reports via email to all ETCs 7. Send other transportation related news/announcements via email to all ETCs 8. Mail transportation related packets to all CTR sites 9. Coordinate, promote and mail Wheel Options/Bike to Work Day packets to CTR sites 10. Coordinate City-specific promotion (as applicable) 	<p>As needed</p>	<p>Budget Estimate: 65 sites @ 14 hours</p>	<p>\$46,410</p>

III Special Projects			
<p>Provide outreach and implementation assistance for special projects as directed by the City of Bellevue, for activities such as:</p> <ol style="list-style-type: none"> 1. Maintain, review and update tracking sheet of commute program elements and performance for all CTR affected work sites 2. Training costs in excess of budgeted amount in Section H.A. 3. Identify, in collaboration with City staff, up to eight (8) No progress/No goal sites, or other underperforming sites with potential for improvement in non-SOV mode split, for specific focus in the annual workplan 4. Facilitate performance improvement at No progress/No goal (NP/NG) sites, through activities such as the following: <ul style="list-style-type: none"> • Monitor program implementation at NP/NG sites; meet on-site with ETCs as useful • Clarify implementation requirements and identify opportunities for enhancements at the NP/NG sites • Provide promotional opportunities, coordinate events and, when available, facilitate incentive support for the NP/NG sites (e.g., plan promotions, events, develop materials, secure grant funds, implement and evaluate) 5. Provide a supplement to Quarterly Report that describes activities and relevant developments at the No progress/No goal sites 6. Meet quarterly with City of Bellevue staff to report performance progress at CTR sites, including review of site program analyses, employer biennial program reports and tracking report on the selected No progress/No goal sites 7. Other projects as identified by the City and agreed to by the County, potentially including but not limited to, transportation mini grants, Commute Solution brochures, GTEC Implementation, special worksite promotions, <p>To be charged at \$51.00 per hour, plus expenses. \$7,143 = 140 hours</p>	As Directed by the City	As Directed by the City and reimbursed at an hourly rate of \$51.00	\$7,143
Contract Total:			\$120,887

CITY OF BELLEVUE**Exhibit B**

Commuter Trip Reduction Services

Period: July 1, 2008 through June 30, 2009

FUNDING

State CTR Funds	\$ 110,887.76
Local City Funds for CTR Special Projects	\$10,000.00
TOTAL FUNDS AVAILABLE	\$ 120,887.76

NUMBER OF SITES **64**
 plus one voluntary site* **65***

CTR SERVICES CONTRACT**Required Activities**

A. Notification of new worksites	\$ 2,040
B. Administration of CTR Surveys	\$ 16,575
C. Employer Annual Report	\$ 2,040
D. Communication of Law and Ordinance Changes	\$ 16,260
E. Review of Exemptions	\$ 1,071
F. Records Maintenance	\$ 19,890
G. Enforcement	\$ 816

Total Required Activities **\$ 58,692**

Employer Service

A. Employer Training	\$ 5,142
B. Incentives	\$ 3,500
C. Promotions, Marketing & Employer Outreach	\$ 46,410

Total Employer Service **\$ 55,052**

Special Projects

Provide up to approximately 140 hours of outreach and implementation assistance for special projects, as directed by the City of Bellevue	\$ 7,143
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CONTRACT TOTAL **\$ 120,887**



City of Bellevue
Finance - Contracting Services
450 110th Ave. NE

Competitive Exception Form

General Information:

Method of Procurement:

Professional Services

Name of Requestor:

Kate Johnson

Department:

Transportation

Requested for the purpose of:

To allow the city to hire King County Metro Commute Trip Reduction (CTR) Services to implement the city's commute trip reduction program in accordance with the state Commute Trip Reduction Efficiency Act of 2006.

Type of Exception Request:

Sole Source

Requested Vendor Name:

King County Metro CTR Services

Estimated Cost:

\$120,887.76

Statement of Need:

My department's recommendation for exception to the competitive process is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or service providers been a deciding influence on my request.

Refer to the Exception Justification below as prepared by our department for additional explanation.

Exception Justification:

1. Description of item/service and its function:

Provide assistance to employers who meet the criteria to be affected by the state CTR law in implementing activities as directed by the law to help reduce commute trips. Employer activities include designating an employee transportation coordinator; posting information; surveying employees; designing and implementing programs to meet trip reduction goals; and completing an annual report.

2. Reason, or reasons, a competitive process was not conducted:

- Vendor is sole provider of a licensed or patented good/service.
- Vendor is sole provider of items that are compatible with existing equipment, inventory, systems, programs or services.
- Vendor is sole provider of goods and services for which the City has established a standard.
- Vendor is sole provider of factory-authorized warranty service.
- Vendor is sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- Item is of special design, shape or manufacture that matches or fits with existing equipment, inventory, systems, programs or devices.
- Vendor is a single provider and has unique knowledge and/or qualifications as described below.
- A unique circumstance exists as described below.
- A thorough search of other providers was conducted and/or a "Notice of Intent to Contract" was advertised in the newspaper and no other provider was found.
- Purchase of an upgrade, license, support agreement, maintenance agreement, etc. for a proprietary system.
- Other - please explain below.

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5837

AN ORDINANCE authorizing execution of a supplement to an Interlocal Agreement with the Washington State Department of Transportation (WSDOT), for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the city's Commute Trip Reduction (CTR) program; establishing a project within the Operating Grants and Donations Fund by appropriating unanticipated and future revenues to that fund; authorizing expenditures of said grant funds; and executing an Interlocal Agreement (and supplements if necessary) with the King County Department of Transportation for Commute Trip Reduction Services.

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

Section 1. The City Manager or his designee is authorized to execute a supplement to the Interlocal Agreement with the Washington State Department of Transportation (WSDOT), for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the city's Commute Trip Reduction (CTR) program, a copy of which supplement to the Interlocal Agreement has been given Clerk's Receiving No. _____.

Section 2. The City Manager or his designee is further authorized to execute an Interlocal Agreement (and supplements if necessary) with the King County Department of Transportation for Commute Trip Reduction services to provide funds for CTR implementation services for the period of July 1, 2008 through June 30, 2009, a copy of which Interlocal Agreement has been given Clerk's Receiving No. 43634.

Section 3. The City Manager or his designee shall have the responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 4. The approximate amount and anticipated source of revenue for the supplement to the Interlocal Agreement are:

<u>Funding Source</u>	<u>Amount</u>
Washington State Department of Transportation	\$110,887.76

Section 5. The approximate amount and anticipated source of expenditure for the King County Department of Transportation Interlocal Agreement are:

<u>Funding Source</u>	<u>Amount</u>
King County Department of Transportation	\$120,887.76

Section 6. Upon execution of said Interlocal Agreement, the budget for the 2007-2009 Commute Reduction Fund shall be amended by appropriating unanticipated revenues in excess of estimated revenue in the amount of the WSDOT Interlocal Agreement and acceptance herein authorized.

<u>Description</u>	<u>Amount Appropriated</u>
Commute Reduction Fund	\$110,887.76

Section 7. Upon execution of said Interlocal Agreement, the budget for the 2007-2009 Commute Reduction Fund shall be amended by the estimated expenditure in the amount of the King County Department of Transportation Interlocal Agreement herein authorized.

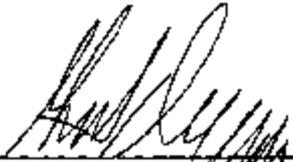
<u>Description</u>	<u>Expenditure Amount</u>
Commute Reduction Fund	\$120,887.76

Provided, however, if the actual revenue received from the source specified in said interlocal agreements should be more or less than the amount set forth herein, the appropriations shall be adjusted to equal the amount actually received.

Section 8. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 6th day of October, 2008
and signed in authentication of its passage this 6th day of October,
2008.

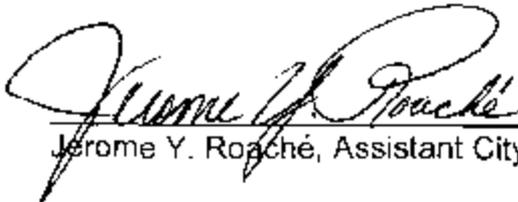
(SEAL)



Grant S. Degginger, Mayor

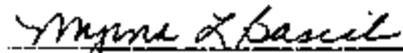
Approved as to form:

Lori M. Riordan, City Attorney



Jerome Y. Roaché, Assistant City Attorney

Attest:



Myrna L. Basich, City Clerk

Published October 9, 2008

Agenda

City Council

Regular Session

MONDAY
October 6, 2008

8:00 – 10:00 p.m.
Council Chambers (1F-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
5. Report of the City Manager

(a) Management Brief on 2007 Audit Report	FIN Jan Hawn	<u>5-1</u>
(b) Management Brief providing information on new Korean web pages	PCD Cheryl Kohr	<u>5-3</u>
6. Council Business and New Initiatives

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>
7.	Approval of the Agenda	
8.	Consent Calendar	
	(a) Minutes of September 15, 2008 Study Session Minutes of September 15, 2008 Regular Session	<u>8A-1</u>
	(b) Resolution No. 7800 authorizing execution of a nonexclusive easement to Qwest Corporation for installation, operation and maintenance of telecommunications facilities and appurtenances along the east property line of Crossroads Fire Station # 3.	CIVIC 8-1
	(c) Resolution No. 7801 authorizing execution of an amended easement agreement with Puget Sound Energy, Inc., along 112 th Avenue NE between NE 4 th and NE 6 th Streets.	CIVIC <u>8-7</u>
	(d) Resolution No. 7802 authorizing a Professional Services Agreement with the University of Washington, in an amount not to exceed \$206,896, to obtain and scan additional geotechnical reports from archived project files and produce a detailed geologic map and subsurface database for Bellevue.	DEV SRVCS 8-13
	(e) Motion to approve payment of claims for the period September 13, 2008 through October 1, 2008 and payroll for the period September 1, 2008 through September 15, 2008.	FIN <u>8-19</u>
	(f) <u>Fire Plan Review Services Contracts</u>	FIRE <u>8-21</u>
	Resolution No. 7803 authorizing execution of an amendment to the contract with Lehner Engineering, Fire Protection Specialists, to increase the contract limit to \$175,000 for fire plan review services, and	
	Resolution No. 7804 authorizing execution of an amendment to the contract with Aegis Engineering, to increase the contract limit to \$175,000, for fire plan review services.	

		<u>Page</u>
(g)	Resolution No. 7805 authorizing execution of a Memorandum of Agreement with Pierce County to continue participation as a member of the Washington State Urban Search and Rescue Task Force.	FIRE <u>8-27</u>
(h)	Motion to reject all bids for Bid No. 8242 for the Lake Hills Park Irrigation Renovation project and re-bid as a formal Public Works project.	PARK <u>8-33</u>
(i)	Motion to award Bid No. 8242 to Pacific Earth Works, Inc., in the amount of \$241,281.00, as the lowest responsible bidder for the Lake Hills Park Irrigation Renovation project (CIP Plan No. P-R-11).	PARK <u>8-35</u>
40 (j)	Ordinance No. 5837 authorizing: 1) Execution of a supplement to an Interlocal Agreement with the Washington State Department of Transportation for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the City's Commute Trip Reduction program; 2) Establishment of a project within the Operating Grants and Donations Fund; 3) Appropriation of unanticipated and future revenues to that fund; 4) Expenditures of said grant funds; and 5) Execution of an Interlocal Agreement with the King County Department of Transportation for Commute Trip Reduction services in the amount of \$120,887.76.	TRAN <u>8-41</u>
(k)	Resolution No. 7806 authorizing execution of a four-year General Services Contract with Davidson-Macri Sweeping, Inc., in an amount not to exceed \$380,000, to perform mainline root sawing of portions of the wastewater system within the City.	UTIL. <u>8-51</u>
(l)	Resolution No. 7807 authorizing execution of an agreement to relinquish a sanitary sewer pipeline easement and to transfer ownership of the existing pipeline and manholes within the easement to the property owner at 3650 131 st Avenue SE.	UTIL. <u>8-55</u>

(m) Resolution No. 7808 authorizing execution of an agreement to relinquish a sanitary sewer pipeline easement no longer required by the Sewer Utility at 3135 Hunts Point Circle, Medina, Washington.

UTIL.

Page

8-61

9. Public Hearings

9-1

(a) Request to vacate a portion of NE 26th Street between 100th Avenue NE and 102nd Avenue NE.

1. Staff Report
2. Motion to open public hearing
3. Receive public testimony

CIVIC
Nora Johnson

** 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.*

4. Motion to close public hearing
5. Council discussion

(Staff seeks Council direction on preparation of an Ordinance to vacate a portion of NE 26th Street between 100th Avenue NE and 102nd Avenue NE.)

(b) Consideration of taking an official position on the Parks and Natural Areas levy lid proposition on the November 4, 2008 General Election ballot.

9-7

Ballot Title: Proposition No. 1
Levy for City Parks and Natural Areas

The City Council of the City of Bellevue adopted Ordinance No. 5828 concerning a proposition to replace the expiring 1988 park levy. To protect water quality in Bellevue's lakes and streams, preserve natural areas, enhance existing parks, and develop trails, this proposition would (1) increase the City's regular property tax levy by \$0.10 to a total

authorized rate of \$1.31 per \$1,000 of assessed value for collection in 2009 and for 19 years thereafter, and (2) increase the levy by \$0.02 to \$1.33 per \$1,000 of assessed valuation in 2009 and thereafter to maintain and operate parks to Bellevue standards. Should this proposition be:

✓ APPROVED

✗ REJECTED

1. Staff Report

PARK
Patrick Foran
Doug Sanner

2. Motion to open public comment period

3. Public comment in support of the ballot Proposition
(limited to 20 minutes)

4. Public comment in opposition to the ballot
Proposition *(limited to 20 minutes)*

5. Motion to close public comment period

6. Council discussion

(Should Council choose to take a position on the ballot measure, the following Resolution is provided for your action this evening or at a subsequent meeting.)

Resolution No. 7809 supporting City of Bellevue Proposition No. 1, a levy for City Parks and Natural Areas.

10. Land Use

11. Other Ordinances, Resolutions and Motions

- (a) Resolution No. 7810 authorizing execution of Amendment No. 1 to the existing Professional Services Agreement with EDAW, Inc., in an additional amount of \$278,235, to prepare a programmatic Environmental Impact Statement (EIS)

PARK
Patrick Foran
Robin Cole
PCD
Matt Terry

and conduct the necessary technical studies and analysis to support the EIS for the Meydenbauer Bay Park and Land Use Plan.

Mike
Bergstrom

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

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Ordinance No. 5837 authorizing:

- 1) Execution of a supplement to an Interlocal Agreement with the Washington State Department of Transportation (WSDOT) for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the City's Commute Trip Reduction (CTR) program;
- 2) Establishment of a project within the Operating Grants and Donations Fund;
- 3) Appropriation of unanticipated and future revenues to that fund;
- 4) Expenditures of said grant funds; and,
- 5) Execution of an Interlocal Agreement (and supplements if necessary) with the King County Department of Transportation for Commute Trip Reduction services in the amount of \$120,887.76.

FISCAL IMPACT:

The Interlocal Agreement with WSDOT allows Bellevue to receive its proportionate share of state technical assistance funding, on a reimbursable basis, for Commute Trip Reduction activities during the Washington State 2007-2009 biennium. This action accepts funding for the second fiscal year of the contract, from July 1, 2008 through June 30, 2009 and will increase the 2007-2008 Grants and Donations Fund budget and appropriation by \$110,888. No City match is required.

2007-2009 WSDOT Agreement (Revenue)	
2007-2008 WSDOT CTR Allocation - Year 1 (Ord. 5761)	\$110,887.76
2008-2009 WSDOT CTR Allocation - Year 2 (this action)	110,887.76
Total	\$221,775.52

The Interlocal Agreement with King County obligates the City to pay the King County Department of Transportation up to \$120,887.76 for CTR implementation services for the period of July 1, 2008 through June 30, 2009. Upon acceptance of the WSDOT grant, sufficient funds will exist to fully fund this contract.

2007-2009 King County Agreement (Expenditure)	
2008-2009 WSDOT CTR Allocation - Year 2	\$110,887.76
Transportation Demand Management (CIP Plan No. PW-R-87)	10,000.00
Total	\$120,887.76

STAFF CONTACT:

Goran Sparman, Director, 452-4338
Eric Miller, Implementation Planning Division Manager, 452-6146
Michael Ingram, Senior Planner, 452-4166
Transportation Department

POLICY CONSIDERATION:

The goal of the Transportation Demand Management section in the Transportation Element of the Bellevue Comprehensive Plan is to “reduce the use of single-occupant vehicles and vehicle miles traveled through a coordinated program of regulations, marketing and the provision of alternative travel options.” Specifically, policies TR-9 and TR-10 in this section support CTR program implementation.

In addition, Bellevue City Code section 14.40 specifies the City's Commute Trip Reduction regulations as adopted by Ordinance No. 5795 (March 10, 2008), which revised the City's CTR regulations in accordance with the State CTR Efficiency Act of 2006.

BACKGROUND:

WSDOT Revenue Agreement

The 2006 State CTR Efficiency Act, an update of the 1991 CTR act as subsequently amended in 1996 and 1997, requires local governments in the areas of the state experiencing the most freeway congestion to develop and implement plans to help employers reduce single-occupant vehicle commute trips. Employers with more than 100 employees who commute to work between the hours of 6:00 a.m. and 9:00 a.m. are required to develop trip reduction plans to achieve specific trip reduction goals by certain years as specified by the law. In addition, the updated state law incorporates jurisdiction-wide goals and requires jurisdictions to work with their regional transportation planning organization to develop and implement updates to their CTR plans. The City developed an updated CTR plan in accordance with the 2006 State requirements and Council adopted the updated Plan on March 10 this year (Ordinance No. 5795).

The allocation of grant funds for CTR implementation is determined by the State CTR Board. For the third straight year, the Board has directed that funding allocations be frozen at the same level, originally established in the 2006-2007 program year. Since then, the number of CTR-affected worksites in Bellevue has risen from 55 in 2006 to 64 in 2008. Given the addition of nine new CTR-affected sites in the last two years, the City is effectively experiencing a 14 percent reduction in per site funding from the 2006 level as a result of this allocation.

The original 2007-2009 WSDOT CTR revenue agreement (for year 1) was authorized by Council on September 4, 2007 (Ordinance No. 5761).

King County Service Agreement

Since 1994, the City has contracted with the King County Department of Transportation to provide CTR implementation services for CTR sites in Bellevue. CTR implementation services include time spent with each employer to develop and optimize a trip reduction program for each location and type of business; assistance with program implementation and monitoring; assistance with state-required biennial employer surveys; training and continuing support for each site's Employee Transportation Coordinator; and staff assistance with special projects relating to CTR implementation, as mutually agreed by the City and the County.

The overall scope of work is consistent with the new requirements set forth by the CTR Efficiency Act of 2006. The King County CTR services contract focuses on elements of the City's CTR program that provide basic employer services; these are funded with the base funding allocation provided by the WSDOT revenue agreement. In addition, the contract includes

\$10,000 from the City's CIP program for Transportation Demand Management (CIP Plan No. PW-R-87), to pay for enhanced services, special projects and promotions, as directed by City staff; previous contracts for CTR implementation services have also included such additional funding for enhanced services, beyond the base funding allocation from the State. The supporting activities facilitated by the City funding are expected to be particularly useful for this program year, given the reduction in State funding the City is experiencing on a per-site basis.

The previous CTR Implementation contract with King County was authorized by Council on September 4, 2007 (Ordinance No. 5761).

EFFECTIVE DATE:

If approved, this Ordinance becomes effective on October 15, 2008

OPTIONS:

1. Adopt Ordinance No. 5437 authorizing:
 - 1) Execution of a supplement to an Interlocal Agreement with the Washington State Department of Transportation (WSDOT) for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the city's Commute Trip Reduction (CTR) program;
 - 2) Establishment of a project within the Operating Grants and Donations Fund;
 - 3) Appropriation of unanticipated and future revenues to that fund;
 - 4) Expenditures of said grant funds; and,
 - 5) Execution of an Interlocal Agreement (and supplements if necessary) with the King County Department of Transportation for Commute Trip Reduction services in the amount of \$120,887.76.
2. Do not adopt Ordinance No. 5337 and provide alternative direction to staff.

RECOMMENDATION:

- Adopt Ordinance No. 5337 authorizing:
- 1) Execution of a supplement to an Interlocal Agreement with the Washington State Department of Transportation (WSDOT) for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the city's Commute Trip Reduction (CTR) program;
 - 2) Establishment of a project within the Operating Grants and Donations Fund;
 - 3) Appropriation of unanticipated and future revenues to that fund;
 - 4) Expenditures of said grant funds; and,
 - 5) Execution of an Interlocal Agreement (and supplements if necessary) with the King County Department of Transportation for Commute Trip Reduction services in the amount of \$120,887.76.

MOTION:

- Move to adopt Ordinance No. 5337 authorizing:
- 1) Execution of a supplement to an Interlocal Agreement with the Washington State Department of Transportation (WSDOT) for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the city's Commute Trip Reduction (CTR) program;
 - 2) Establishment of a project within the Operating Grants and Donations Fund;
 - 3) Appropriation of unanticipated and future revenues to that fund;
 - 4) Expenditures of said grant funds; and,
 - 5) Execution of an Interlocal Agreement (and supplements if necessary) with the King County

Department of Transportation for Commute Trip Reduction services in the amount of \$120,887.76.

ATTACHMENTS:

1. CIP Project Description: Transportation Demand Management (CIP Plan No. PW-R-87)
2. Proposed Ordinance No. S837

AVAILABLE IN COUNCIL OFFICE:

1. Washington State Department of Transportation Commute Trip Reduction Implementation Agreement
2. King County Department of Transportation CTR Implementation Services Agreement

FY 2007 - FY 2013 Capital Investment Program

PW-R-87 Transportation Demand Management

Category: Roadways
Department: Transportation

Status: Ongoing
Location: NA

Programmed Funding

Programmed Funding	Appropriated To Date	FY 2007 Budget	FY 2008 Budget	FY 2009 Budget	FY 2010 Budget	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget
2,857,000	1,729,000	84,000	624,000	84,000	84,000	84,000	84,000	84,000

Description and Scope

This project provides continuing resources for Transportation Demand Management (TDM) implementation. By shifting trips to transit or ride-sharing, by moving trips from peak to off-peak hours and by encouraging commute trip reduction, TDM improves the efficiency of the transportation system. TDM activities and techniques include: Development and implementation of education/marketing programs for employers and employees, improving access to and the appeal of alternative transportation modes for users and potential users, and participation in trip reduction activities associated with the Bel-Red Overlake Transportation (BROTS) Plan. Performance goals for TDM are specified in the mobility targets for Mode Split in the Comprehensive Plan. This project may fund both consultant and improved in-house capabilities in support of TDM efforts.

Rationale

Transportation demand management is an integral part of achieving the goals of the City's Comprehensive Plan, including the long-range transportation plans. The plans contain transit and ride-sharing mode split assumptions which must be met to keep traffic congestion within acceptable limits. Successful transportation demand management programs will help eliminate the need for extensive capital improvements beyond the existing program and increase mobility by educating the public on transportation options.

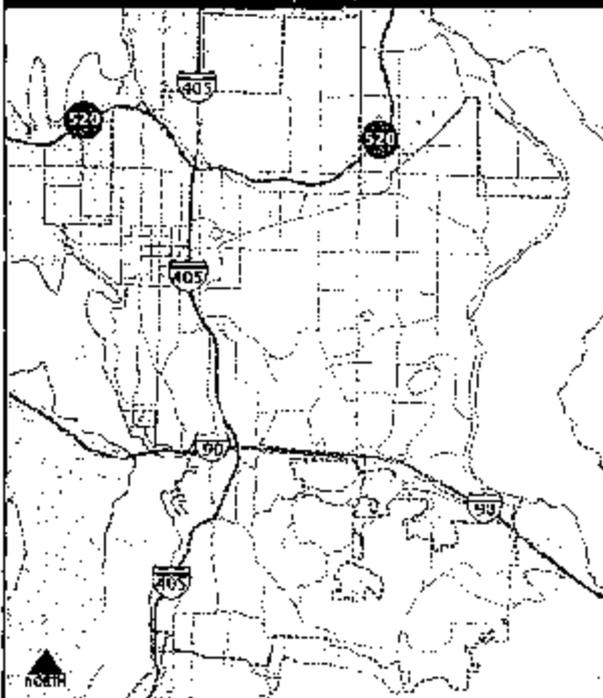
Environmental Impacts

None

Operating Budget Impacts

This project will have no impact on operating revenues and/or expenditures.

Project Map



Schedule of Activities

Project Activities	From To	Amount
Project Costs	Ongoing	2,857,000
Total Budgetary Cost Estimate:		2,857,000

Means of Financing

Funding Source	Amount	
Charges for Services	7,081	
Federal Grants	619,469	
General Taxes	1,423,509	
Interlocal Contributions	24,570	
Private Contributions	7,494	
State Grants	501,883	
Transportation Funding	191,996	
Total Programmed Funding:		2,857,000
Future Funding Requirements:		0

This project is a multiple or non-specific location's throughout the City.

Capital Costs/Revenue: Capital costs and revenue increased by \$300,000 due to the authorization of an agreement with the Washington State Department of Transportation for state GTEC funds to be used for transportation demand management programs.

Effective: March 10, 2008

Last updated: 04/22/08

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5837

AN ORDINANCE authorizing execution of a supplement to an Interlocal Agreement with the Washington State Department of Transportation (WSDOT), for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the city's Commute Trip Reduction (CTR) program; establishing a project within the Operating Grants and Donations Fund by appropriating unanticipated and future revenues to that fund; authorizing expenditures of said grant funds; and executing an Interlocal Agreement (and supplements if necessary) with the King County Department of Transportation for Commute Trip Reduction Services.

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

Section 1. The City Manager or his designee is authorized to execute a supplement to the Interlocal Agreement with the Washington State Department of Transportation (WSDOT), for receipt of 2007-2009 state technical assistance funds in the amount of \$110,887.76 to support the city's Commute Trip Reduction (CTR) program, a copy of which supplement to the Interlocal Agreement has been given Clerk's Receiving No. _____.

Section 2. The City Manager or his designee is further authorized to execute an Interlocal Agreement (and supplements if necessary) with the King County Department of Transportation for Commute Trip Reduction services to provide funds for CTR implementation services for the period of July 1, 2008 through June 30, 2009, a copy of which Interlocal Agreement has been given Clerk's Receiving No. _____.

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<u>Funding Source</u>	<u>Amount</u>
Washington State Department of Transportation	\$110,887.76

Section 5. The approximate amount and anticipated source of expenditure for the King County Department of Transportation Interlocal Agreement are:

<u>Funding Source</u>	<u>Amount</u>
King County Department of Transportation	\$120,887.76

Section 6. Upon execution of said Interlocal Agreement, the budget for the 2007-2009 Commute Reduction Fund shall be amended by appropriating unanticipated revenues in excess of estimated revenue in the amount of the WSDOT Interlocal Agreement and acceptance herein authorized.

<u>Description</u>	<u>Amount Appropriated</u>
Commute Reduction Fund	\$110,887.76

Section 7. Upon execution of said Interlocal Agreement, the budget for the 2007-2009 Commute Reduction Fund shall be amended by the estimated expenditure in the amount of the King County Department of Transportation Interlocal Agreement herein authorized.

<u>Description</u>	<u>Expenditure Amount</u>
Commute Reduction Fund	\$120,887.76

Provided, however, if the actual revenue received from the source specified in said interlocal agreements should be more or less than the amount set forth herein, the appropriations shall be adjusted to equal the amount actually received.

Section 8. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

1043-ORD
10/01/08

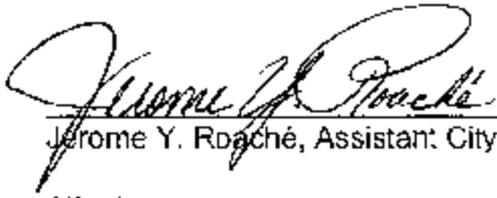
Passed by the City Council this _____ day of _____, 2008
and signed in authentication of its passage this _____ day of _____,
2008.

(SEAL)

Grant S. Degginger, Mayor

Approved as to form:

Lori M. Riordan, City Attorney



Jerome Y. Roaché, Assistant City Attorney

Attest:

Myma L. Basich, City Clerk

Published _____



King County

Department of Transportation
Metro Transit
Yesler Building, YES-TR-0650
400 Yesler Way
Seattle, WA 98104-2683

December 16, 2008

Ms. Kate Johnson
City of Bellevue, Transportation Department
P.O. Box 90012
Bellevue, WA 98009

Dear Ms. Johnson:

Enclosed please find your signed copies of the Commute Trip Reduction agreements for July 2008–June 2009. Thank you for your assistance in finalizing these agreements.

If you have any questions or need more information please do not hesitate to call your Employer Transportation Representative Debbie Jaksich or to call me at (206) 684-1139. We look forward to working with you!

Thank you again for your participation in our efforts to improve commute mobility in King County.

Sincerely,

David N. Lantry
Supervisor, Commute Trip Reduction Services

Cc: Debbie Jaksich

Enclosures

Kelly, Christine

Risk -

From: Kelly, Christine
Sent: Thursday, November 06, 2008 8:57 AM
To: Nicolai, Joanne
Subject: King County Metro Contract

KC Grant
Project.

Joanne, I am reviewing this grant contract for Commute Trip Reduction Services implemented by King County on behalf of the City of Bellevue.

Am I correct in my assumption that King County is self-insured? I pulled up old contracts for KC Metro and there were no copies of insurance Certificates...

I have checked the "S" drive for certs and have found none for Metro... Do we need a letter from them if this assumption is correct?

Thanks for heading me in the right direction - again.

Chris Kelly
Contracting Svcs.
Ext. 4103

Voice mail: 11/7/08. Joanne says KC is self-insured therefore we do not need to address insurance on this contract.
CKelly @ 9³⁵ am.

Kelly, Christine

From: Nicolai, Joanne
Sent: Friday, November 07, 2008 8:33 AM
To: Kelly, Christine
Subject: RE: King County Metro Contract
Attachments: 2011 (25 seconds) Voice Mail.wma

Nicolai, Joanne recorded a reply using Outlook Voice Access.

Sent by Microsoft Exchange Server 2007

From: Kelly, Christine
Sent: Thursday, November 06, 2008 8:56 AM
To: Nicolai, Joanne
Subject: King County Metro Contract

Joanne, I am reviewing this grant contract for Commute Trip Reduction Services implemented by King County on behalf of the City of Bellevue.
Am I correct in my assumption that King County is self-insured? I pulled up old contracts for KC Metro and there were no copies of insurance Certificates...

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Chris Kelly
Contracting Svcs.
Ext. 4103

Washington State Department of
Labor and Industries



Employer Liability
Certificate

Department of Labor and Industries

Employer Liability Certificate

Date: 11/06/2008

UBI #: 578 037 394

Business Name: KING COUNTY METRO TRANSIT

Legal Business Name: KING COUNTY

Account #: 700,101-00

'Doing Business As' Name: KING COUNTY

Estimated Workers Reported: N/A
(See Description Below)

Workers' Comp Premium Status: Self-insured. Will not be liable for unpaid premiums unless they cease to be self-insured.

Licensed Contractor? No

Account Representative: / (360)902-4817

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See RCW 51.12.050 and 51.16.190).



CR# 43634 Date: 01-05-09 Loc: 09-007 PO #: 850521-000
ORD 5837

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

Contract Routing Form

Current Contract Information:

Contract Title:
 Commute Trip Reduction (CTR) Implementation Agreement
Contract Description:
 Authorizes King County Metro to implement CTR services on behalf of the City from 7/08 to 6/09
Total Contract Value: \$120,887.76
This Amendment Value: 0

Department: Transportation
Contract Manager: Kate Johnson / *Mike Ingram*
Contract Type: Professional Service
Contract Form:
 Custom contract document
Budget Expenditure:
 Expenditure Contract - Sufficient Funds

Vendor Information:

Is this a new vendor? No
Vendor Name: King County Metro
JDE Vendor Number: 38105
Is this vendor an independent contractor? Yes

Tax ID #: 916001327 ✓
COB License #: ✓
UBI #: 578037394 ✓
Contractor's License #: *na*

Contract Terms:

Original Effective Date: 07/01/2008 **End Date:** 06/30/2009 **Actual** **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 10/6/2008 **Council Action:** Ordinance **Legislative #:** 5837

Route:

	In	Out
Contracting Services: <i>Pro Kelly</i>	NOV - 8 2008	11-7-08
Information Technology: Not Required		
Legal: <i>Moni Raabe</i>	11/10/08	11/13/08
Insurance Reviewed By: <i>Joanne Nicolai</i>	11/13/08	11/13/08
Department Director: <i>Joanne Nicolai</i>	10/31/08	10/31/08
Contracting Services: <i>Chris Kelly</i>	NOV 1 2008	11-25-08
Return To: Kate Johnson (7396)		
City Clerk's Office: <i>Chaugen</i>	12-29-08	01-05-09

Joanne Nicolai

NOV 13 2008

NOV 13 2008

NOV 13 2008

PO #850521-000

Selection Method:

Selection Method: Competitive Exception

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
	State CTR Implement...		036540001.541100.3171	\$110,887.76	No	\$110,887.76
	CIP PW-R-87		068580050.541100.4440	\$10,000.00	No	\$10,000.00

Additional Comments:

Not to exceed \$120,887.76 for CTR implementation services. Agreement is primarily funded by \$110,887.75 in State CTR Implementation Grant funds secured by the City (Ord. #5837), with a supplement of \$10,000 in City funds from CIP PW-R-87. All originals need to be returned to King County for signature, then one will be returned to the City Clerk's office.

NOV 2 4 2008

NOV 2 4 2008

Contract # 08070001

11/24/08 -

received
signed agreements
(from Director)

NOV 5 2008

NOV - 5 2008

Contracting Services

CONTRACT REVIEW CRITERIA *PO # 850521-000*

Contract Title: Commute Trip Reduction (CTR) Imple... **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?
- d) Is the JDE vendor name and number accurate?
- e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified?
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- NO* g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- h) Has the Selection Method been explained in Additional Comments? Are results attached? *yes*
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? *yes #5837*
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? *exhibit*
- l) Is Attachment "B" (Insurance Requirements) attached? *KC is self-insured*
- 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?
- w) Is the contract exempt from paying Prevailing Wages? 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?
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List? *no*
- aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

NA

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work? *No insurance - both parties are self-insured*
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?

*11/20/2018
NOV - 5 2018*