



INTRLOC_00

WSDOT

File Location

Vendor Name

Document Type:	Interlocal	New
Vendor Name:	WSDOT	
PO# Location:	INTRLOC-000	
Effect Date:	7/1/2009	
Term Date:	6/30/2011	
CR#:	45584	
Related CR#:		
Ordinance:	5912	
Resolution:		
Leg Date:	10/19/2009	
Vendor #:	73423	
Description:	JULY 2009 - JULY 2011 CTR IMPLEMENTATION PO 911284-000 WSDOT GRANT #GCA6240	

WSDOT
6/30/2011

Notes:

INTRLOCAL AGREEMENTS
12/31/2009

INTRLOC_00

Commute Trip Reduction Implementation Agreement	
Washington State Department of Transportation 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 Contact Person: Kathy Johnston	Contractor City of Bellevue P.O. Box 90012 Bellevue, WA 98009-9012 Federal ID #: 91-6007020 Contact Person: Kate Johnson
Project Costs: State Funds \$ 213,454 Contractor Funds \$ 0 Total Project Cost \$ 213,454	Scope of Project: Carry out the Project as described in Exhibit I, Project Scope of Work
Agreement Number: GCA6240	
Term of Project: July 1, 2009 through June 30, 2011	Service Area:

This AGREEMENT is entered into by the Washington State Department of Transportation, hereinafter referred to as "WSDOT" and the Contractor identified above, hereinafter referred to as "CONTRACTOR", and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES."

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the requirements and parameters for Commute Trip Reduction programs, including the Growth and Transportation Efficiency Centers in Washington State;

WHEREAS, the State of Washington in its Sessions Laws of 2009, chapter 470, Section 222(7) and (9), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2009-2011 biennial appropriations to WSDOT; and

WHEREAS the WSDOT Public Transportation Division is responsible for administering funds on behalf of the state legislature;

NOW, THEREFORE, in consideration of terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit I, "Project Scope of Work" and Exhibit II, "Project Progress Reports", which are both incorporated and made a part of this AGREEMENT, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521 through RCW 70.94.555, hereinafter known as the "Project".

Section 2
Scope of Work

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in Exhibit I, "Project Scope of Work", which by this reference is incorporated into this AGREEMENT as if fully set forth herein.

Section 3
Term of Project

The CONTRACTOR shall commence, perform and complete the Project within the time defined in the caption space header above titled "Term of Project" on this AGREEMENT regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header above entitled "Term of Project" and all caption space headers above are by this reference incorporated into this AGREEMENT as if fully set forth herein.

Section 4
Project Costs

The total reimbursable cost to accomplish the Project Scope of Work shall not exceed the "State Funds" detailed in the caption space header above titled "Project Costs". The CONTRACTOR agrees to expend eligible "State Funds" together with any "Contractors Funds" identified above in the caption space header "Project Costs", in an amount sufficient to complete the Project as detailed in Exhibit 1, "Project Scope of Work". If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will differ from the amount indicated in the caption space titled "Project Costs" above, the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination.

Section 5
Reimbursement and Payment

Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the Project period. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices accompanied by progress reports and financial summaries as required in Section 7 – Progress Reports. The CONTRACTOR must submit an invoice using either state form A-19 or a format approved by WSDOT. The CONTRACTOR may submit invoices, not more than once per month, during the course of this AGREEMENT. The CONTRACTOR shall submit a final invoice to WSDOT no later than July 15, 2011. Any invoice received after July 15, 2011 will not be eligible for reimbursement. Within thirty (30) days after receiving and approving the invoice, WSDOT shall remit payment to the CONTRACTOR.

Section 6
Project Records

The CONTRACTOR agrees to establish and maintain for the Project, either a separate set of accounts or, accounts within the framework of an established accounting system in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account". All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices,

contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 7
Progress Reports

The CONTRACTOR shall submit either monthly or quarterly progress reports to WSDOT so that WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. The progress reports shall be prepared as prescribed by WSDOT on the forms provided in Exhibit II, "Project Progress Reports" and/or as provided and modified by WSDOT staff. Progress reports shall be submitted to WSDOT no later than forty-five (45) days from the end of each calendar quarter.

Section 8
Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. 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 other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project final payment date. However, in case of audit or litigation extending past that six (6) years period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that it, WSDOT, the State Auditor, and any of their representatives, retain comparable audit rights with respect to subcontractors to the CONTRACTOR within the scope of this AGREEMENT.

Section 9
Agreement Modifications

- A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Project. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.
- B. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT, providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such increase in funding.
- C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such reduction of funding.

Section 10
Recapture Provision

In the event that the CONTRACTOR fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period not to exceed three (3) years following termination or expiration of this AGREEMENT. The CONTRACTOR agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 11
Disputes

A. If the PARTIES cannot resolve a dispute arising from the performance of this AGREEMENT by mutual agreement, the CONTRACTOR may submit a written detailed description of the dispute to the Public Transportation Division's Program Manager or the Program Manager's designee who will issue a written decision within ten calendar (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. In connection with any such appeal the CONTRACTOR shall be afforded an opportunity to offer material in support of its position. The CONTRACTOR's appeal shall be decided in writing within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 12
Termination

WSDOT, at its sole discretion, may suspend or terminate this AGREEMENT in whole, or in part, for the reasons following:

A. The CONTRACTOR materially breaches, or fails to perform any of the requirements of this AGREEMENT and after fourteen (14) days written notice, has failed to cure the condition(s) causing that breach. Conditions of breach may include, but are not limited to:

1. Any action taken by the CONTRACTOR without WSDOT approval, which under the provisions of this AGREEMENT, required WSDOT approval;
2. Failure to perform in the manner called for under this AGREEMENT; or
3. Failure to comply with any provision of this AGREEMENT;

B. The CONTRACTOR is prevented from proceeding with this AGREEMENT by reason of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR;

C. The requisite state funding is reduced or becomes unavailable through failure of appropriation or otherwise;

- D. WSDOT determines that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
- E. WSDOT, at its sole discretion, determines to accept a request made in writing by the CONTRACTOR to terminate this AGREEMENT in whole or in part; or
- F. WSDOT determines that suspension or termination is in the best interests of the state.

If this AGREEMENT is terminated under subsections B, C, D, E, and/or F of this Section, the CONTRACTOR may be reimbursed only for actual, eligible direct and related indirect expenses incurred prior to the date of termination, and then only to the extent of awarded funds. If this AGREEMENT is terminated under subsection A of this Section, the WSDOT shall not be obligated to provide any additional reimbursement, and WSDOT shall retain all rights to seek recapture or damages from the CONTRACTOR.

Section 13
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 14
Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the CONTRACTOR constitute or be construed as a waiver by CONTRACTOR of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

Section 15
WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the CONTRACTOR.

Section 16
Limitation of Liability and Indemnification

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing

herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 17

Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the State of Washington. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The CONTRACTOR hereby accepts service of process by registered mail consistent with RCW 4.28.080(1) or (2) as applicable. Each PARTY shall bear its own legal costs and expenses, including attorney fees, in any such litigation.

Section 18

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations, including, but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence AGREEMENT compliance, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The CONTRACTOR will also comply with the Americans with Disabilities Act (ADA), Public Law 101-336, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication.

Section 19

Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No

controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 20
Counterparts**

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart, and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

**Section 21
Execution**

This AGREEMENT is executed by the Director of the Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

By: *Kathryn W. Taylor*
Kathryn W. Taylor,
Director, Public Transportation

for

Date: 1/13/10

Approved as to form only:

By: _____
Susan Cruise
Assistant Attorney General

Date: July 17, 2009

CONTRACTOR

By: *Goran Sparman*
Print Name: Goran Sparman

Title: Transportation Department Director
Who certifies proper authority
to execute this AGREEMENT
on behalf of the
CONTRACTOR

Date: 12/11/09

Approved as to form:
By: *Susan Y. Pucke*
Assistant City Attorney

EXHIBIT 1
Project Scope of Work

Commute Trip Reduction (CTR)

1. Scope of Work

A. Work Plan

The CONTRACTOR agrees to submit to WSDOT a detailed administrative work plan no later than ninety (90) days after the affected date of this AGREEMENT. The work plan shall identify deliverables, schedule and the budget specific to tasks associated with this AGREEMENT and to include, at a minimum, the following required activities:

1. Notification of Requirements for Newly Affected Worksites
2. Review of Employer Program Reports
3. Administration of Surveys,
4. Review of Program Exemption Requests.

The work plan shall also include other tasks as defined in approved and locally adopted CTR or GTEC plans for the implementation of the local CTR program. These may include, but are not limited to, employer training, incentives, promotion and marketing, and emergency ride home. In addition, the work plan shall identify specific or overall performance measures for each task and deliverable. This work plan must be approved in writing by the WSDOT Project Manager and signed by the CONTRACTOR, and shall be incorporated as a written amendment to the AGREEMENT. The work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

B. Work to be Performed

The county or city, whichever applies, has enacted or will enact a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.555. The CONTRACTOR agrees to implement a CTR program based on the approved administrative work plan and the draft or adopted local CTR plan and to comply with all provisions of the applicable county or city ordinance.

C. Progress Reports and Invoices

The CONTRACTOR agrees to submit to WSDOT quarterly progress reports, as specified by WSDOT in Section 7 – Progress Reports of the AGREEMENT, in Exhibit II, “Project Progress Report”, and as integrated with the deliverables identified in the administrative work plan, along with all invoices in accordance with Section 5 – Reimbursement and Payment of the AGREEMENT. The CONTRACTOR shall accurately and completely report local investments in its CTR/GTEC plans and programs, as part of its progress reports. All invoices shall be complete and accurately reflect actual state funded expenditures. The CONTRACTOR shall include a complete progress report quarterly.

D. Funding Distribution and Reporting

The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, and Metropolitan Planning Organizations or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR/GTEC plans and ordinances as authorized by RCW 70.94.527(5) and RCW 70.94.544 . The CONTRACTOR shall submit to WSDOT within 30 days of the execution of any agreement between the CONTRACTOR and the CONTRACTOR's eligible contracting partner(s) as listed above: (a) a list of dollar amounts to be disbursed by the CONTRACTOR to its eligible contracting partner(s), or (b) a fund dispersion methodology.

E. Implementation Plans

The CONTRACTOR shall incorporate appropriate sections of the Project Scope of Work, as well as the approved Work Plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of the CTR/GTEC plans, and compliance with applicable ordinances.

F. Appeals and Modifications

The CONTRACTOR shall maintain an appeals process consistent with this AGREEMENT and applicable ordinances, and procedures contained in the Commute Trip Reduction Guidelines which may be obtained from WSDOT or found at <http://www.wsdot.wa.gov/tdm/>.

G. Coordination with Regional Transportation Planning Organizations (RTPO)

The CONTRACTOR shall coordinate the development and implementation of its CTR/GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR/GTEC plan and programs to the RTPO upon request.

H. Survey Coordination

The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for baseline and subsequent program assessment surveys.

I. Planning Data

The CONTRACTOR agrees to provide WSDOT with the program goals established for newly affected worksites when they are established by the local jurisdiction. The CONTRACTOR agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.

J. Database Updates

The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

Exhibit II
Progress Report
Commute Trip Reduction (CTR)

Organization Submitting Report:

Reporting Jurisdiction:

Agreement (GCA) Number:

Billing Period:

Contact Information

Name:

Phone:

Fax:

Email:

Executive Summary

Prepare a brief narrative summary of activities during the period for which reimbursement is requested:

Required Activities to Administer the CTR Program

Notification of requirements for newly affected worksites:

Review of employer program reports:

Administration of surveys:

Review of program exemption requests:

Other activities:

Employer Service Activities to implement CTR or GTEC plan

Employer training/networking/support:

Incentives:

Promotion and Marketing:

Emergency Ride Home:

Other work plan deliverables:

Expenditures This Period

Categories	State CTR Funds Spent Since Last Report	Fiscal Year To Date State CTR Funds Spent	Fiscal Year (June 30) Estimate To Date Local Funds Spent on CTR Activities	Fiscal Year (June 30) Estimate to Date Other Funds Spent on CTR Activities
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Required Activities:

a. Notification of requirements for newly affected worksites				
b. Review of employer program reports				
c. Administration of surveys				
d. Review of program exemption requests				
e. Other activities				
Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00

Employer Service Activities:

a. Employer training/networking/support				
b. Incentives				
c. Promotion and Marketing				
d. Emergency Ride Home				
e. Other work plan deliverables				
Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00

Source of Local Funds	Local Funds Spent (Estimate) Fiscal Year to Date	Total Reported (Estimate) Fiscal Year to Date
Total Local Funds:	\$0.00	\$0.00

State CTR Funds Disbursed

If your jurisdiction disbursed any state CTR funds reported above to other organizations or jurisdictions to implement the CTR program list those disbursements below.

Jurisdiction/Organization	Disbursed Since Last Report	Total Disbursed Fiscal Year to Date
Total Disbursement:	\$0.00	\$0.00

RECEIVED

JAN 11 2010

Public Transportation Office

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5912

AN ORDINANCE 1) authorizing execution of an Interlocal Agreement (and any necessary supplements) with the Washington State Department of Transportation (WSDOT), for receipt of 2009-2011 state technical assistance grant funds in the amount of \$213,454 to support the city's Commute Trip Reduction (CTR) program; 2) establishing a project within the Operating Grants, Donations and Special Reserves Fund; 3) appropriating unanticipated and future revenues to that fund; 4) authorizing expenditures of said funds; 5) and authorizing execution of an Interlocal Agreement (and any necessary supplements) with King County Metro for Commute Trip Reduction Services in an amount not to exceed \$222,454.

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 an Interlocal Agreement (and any necessary supplements) with the Washington State Department of Transportation (WSDOT), for receipt of 2009-2011 state technical assistance grant funds in the amount of \$213,454 to support the city's Commute Trip Reduction (CTR) program, a copy of which Interlocal Agreement has been given Clerk's Receiving No. 45584.

Section 2. The City Manager or his designee is authorized to execute an Interlocal Agreement (and any necessary supplements) with King County Metro for Commute Trip Reduction services to provide funds for CTR implementation services in an amount not to exceed \$222,454 for the period of July 1, 2009 through June 30, 2011, a copy of which Interlocal Agreement has been given Clerk's Receiving No. _____.

Section 3. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said Agreement.

Section 4. 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 5. The approximate amount and anticipated source of revenue for the Interlocal Agreement are:

<u>Funding Source</u>	<u>Amount</u>
Washington State Department of Transportation	\$213, 454

Section 6. Upon execution of said Interlocal Agreement, the budget for the Operating Grants, Donations and Special Reserves Fund shall be amended by appropriating revenues in the amount of the grant and acceptance herein authorized.

<u>Description</u>	<u>Amount Appropriated</u>
Operating Grants, Donations and Special Reserves Fund	\$213,454

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

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 19th day of October, 2009, and signed in authentication of its passage this 19th day of October, 2009.

(SEAL)



Grant S. Degginger, Mayor

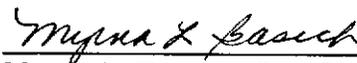
Approved as to form:

Lori M. Riordan, City Attorney



Jerome Y. Roaché, Assistant City Attorney

Attest:



Myrna L. Basich, City Clerk

Published October 23, 2009

Agenda

page 1 of 3

City Council
Regular Session

MONDAY
October 19, 2009

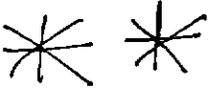
8:00 – 10:00 p.m.
Council Chambers (1E-126)

- | | <u>Page</u> |
|---|------------------|
| 1. Call to Order | |
| 2. Roll Call, Flag Salute | |
| (a) Proclaiming November as Pancreatic Cancer Awareness Month | MAYOR <u>2-1</u> |
| 3. Communications: Written and Oral | |
| <i>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.</i> | |
| 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



(h) Ordinance No. 5912, 1) authorizing execution of an Interlocal Agreement with the Washington State Department of Transportation, for receipt of 2009-2011 state technical assistance grant funds in the amount of \$213,454, to support the City's Commute Trip Reduction (CTR) program; 2) establishing a project within the Operating Grants, Donations and Special Reserves Fund; 3) appropriating unanticipated and future revenues to that fund; 4) authorizing expenditures of said funds; and 5) authorizing execution of an Interlocal Agreement with the King County Department of Transportation for Commute Trip Reduction Services an amount not to exceed \$222,454.

TRAN 8-33

(i) Resolution No. 7997 authorizing execution of a professional services agreement with Roth Hill Engineering Partners, LLC. for a total amount not to exceed \$310,000, to provide professional engineering and design services for the 2010 AC Watermain Replacement project (CIP Plan No. W-16).

UTIL 8-41

9. Public Hearings

10. Land Use

11. Other Ordinances, Resolutions and Motions

(a) Ordinance No. 5913 imposing a moratorium on the acceptance of applications for the review and/or issuance of Conditional Use Permits for any new heliport or helistop facilities; declaring a public emergency; and establishing an immediate effective date.

CAO 11-1
Lori Riordan

12. Unfinished Business

13. Continued Oral Communications

14. New Business

15. Executive Session

16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Ordinance No. 5912 authorizing:

- 1) Execution of a Local Agency Agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) for receipt of 2009-2011 state technical assistance funds in the amount of \$213,454 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 King County Metro for Commute Trip Reduction services in the amount of \$222,454.

FISCAL IMPACT:

The Local Agency 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 2009-2011 biennium. This action accepts funding for the full biennium from July 1, 2009 through June 30, 2011 and will increase the 2009-2011 Grants and Donations Fund budget and appropriation by \$213,454. No City match is required.

2009-2011 WSDOT Agreement (Revenue)	
2009-2011 WSDOT CTR Allocation – Years 1 and 2	\$213,454.00
Total	\$213,454.00

The Interlocal Agreement with King County obligates the City to pay the King County Department of Transportation up to \$213,454.00 for CTR implementation services for the period of July 1, 2009 through June 30, 2011. Upon acceptance of the WSDOT grant, sufficient funds will exist to fully fund this contract.

2009-2011 King County Agreement (Expenditure)	
2007-2008 WSDOT CTR Allocation – Years 1 and 2	\$213,454.00
CIP PW-R-87 Transportation Demand Management	9,000.00
Total	\$222,454.00

STAFF CONTACT:

Goran Sparrman, Director, 452-4338
Eric Miller, Capital Programming Division Manager, 452-6146
Michael Ingram, Senior Transportation Planner, 452-4166
Kate Johnson, Associate Transportation Planner, 452-7896
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

The previous CTR services agreement with King County was adopted by Council on October 6, 2008 (Ordinance No. 5837).

EFFECTIVE DATE:

If approved, this Ordinance becomes effective on October 28, 2009.

OPTIONS:

- I. Adopt Ordinance No. 5912 authorizing:
- 1) Execution of a Local Agency Agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) for receipt of 2009-2011 state technical assistance funds in the amount of \$213,454 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 King County Metro for Commute Trip Reduction services in the amount of \$222,454.
- II. Do not adopt Ordinance No. 5912 and provide alternative direction to staff.

RECOMMENDATION:

Adopt Ordinance No. 5912 authorizing:

- 1) Execution of a Local Agency Agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) for receipt of 2009-2011 state technical assistance funds in the amount of \$213,454 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 King County Metro for Commute Trip Reduction services in the amount of \$222,454.

MOTION:

Move to adopt Ordinance No. 5912 authorizing:

- 1) Execution of a Local Agency Agreement (and supplements if necessary) with the Washington State Department of Transportation (WSDOT) for receipt of 2009-2011 state technical assistance funds in the amount of \$213,454 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 King County Metro for Commute Trip Reduction services in the amount of \$222,454.

ATTACHMENTS:

- CIP Project Description: Transportation Demand Management (CIP Plan No. PW-R-87)
- Proposed Ord/Resolution No. 5912

FY 2009 - FY 2015 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 2009 Budget	FY 2010 Budget	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget
3,631,000	2,443,000	453,000	133,000	112,000	116,000	120,000	125,000	129,000

Description and Scope

This project provides continuing resources for Transportation Demand Management (TDM) implementation. By shifting trips to transit or ridesharing, by moving trips from peak to off-peak hours and by encouraging commute trip reduction, TDM improves the efficiency of the transportation system and reduces carbon emissions. 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 Growth and Transportation Efficiency Center Plan ("Connect Downtown"). 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 ridesharing 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.

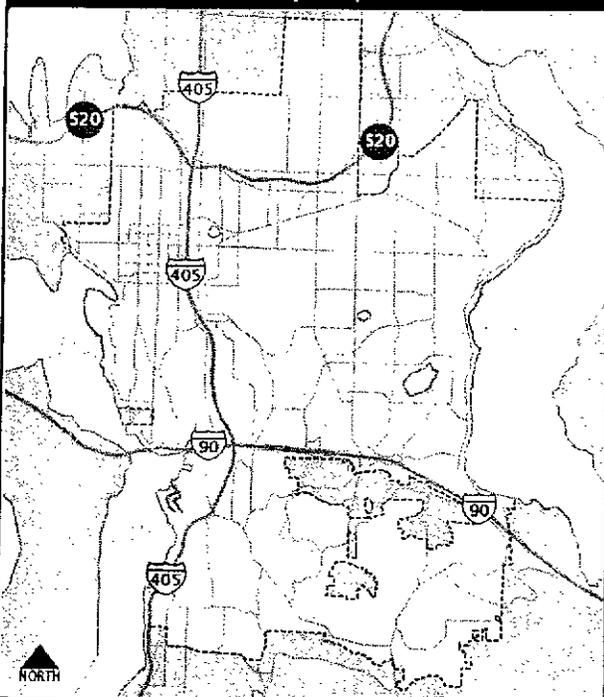
Environmental Impacts

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	3,631,000
Total Budgetary Cost Estimate:		3,631,000

Means of Financing

Funding Source	Amount
Charges for Services	7,081
Federal Grants	777,910
General Taxes	1,868,068
Interlocal Contributions	24,576
Private Contributions	7,484
State Grants	508,883
Transportation Funding	436,998
Total Programmed Funding:	3,631,000
Future Funding Requirements:	0

This project is in multiple or non-specific locations throughout the City.

Capital Costs/Revenue: Capital costs increased \$467,000. Reflects ongoing \$80,000 funding for 2014 & 2015, plus \$155,000 (enhanced funding) for additional Commute Trip Reduction (CTR) admin costs, \$145,000 due to inflation and projected overhead/labor and program management.

Enhanced Funding (\$155,000) - This enhancement provides additional funding to broaden the current program to provide a more comprehensive city-wide effort to address the impacts of growth on the Transportation system by promoting alternative travel options, such as walking, bicycling, riding the bus, ride sharing and telecommuting.

In addition to the enhanced funding, the project budget increased by \$70,000 for money received from King County Metro to provide funding for transit utilization projects in Downtown Bellevue.

7/6/09 Council approved Ord. 5888 which increased project budget by \$175k.

<u>Funding Source</u>	<u>Amount</u>
Washington State Department of Transportation	\$213,454

Section 6. Upon execution of said Interlocal Agreement, the budget for the Operating Grants, Donations and Special Reserves Fund shall be amended by appropriating revenues in the amount of the grant and acceptance herein authorized.

<u>Description</u>	<u>Amount Appropriated</u>
Operating Grants, Donations and Special Reserves Fund	\$213,454

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

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this _____ day of _____, 2009,
and signed in authentication of its passage this _____ day of _____,
2009.

(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 _____



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 13, 2010

Kate Johnson
City of Bellevue
PO Box 90012
Bellevue, WA 98009-9012

Subject: 2009-2011 CTR Implementation Program
Agreement GCA6240

Dear Ms. Johnson:

Enclosed is a completely executed original of Agreement GCA6240. These funds are to provide funding assistance for local implementation of CTR activities. This Agreement is effective through June 30, 2011 with a budget of \$213,454.

If you have any questions or need technical assistance, you may contact Kathy Johnston at (360) 705-7925. We look forward to working with you during the course of your project.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Muir-Clouse".

Nancy Muir-Clouse, Budget and Finance Manager
Public Transportation Division

NM:krc

Enclosures

Schwab, Mayvis

From: Johnson, Kate
Sent: Tuesday, January 26, 2010 10:43 AM
To: Schwab, Mayvis
Subject: RE: CTR Implementation

I just called Nicole Rutledge of WSDOT who normally administers the contract process. She said that Susan Cruise only signs one master copy that they keep on file at WSDOT, and normally our copy won't have that signature. She said she could scan that page and send it to us if we like, but she didn't think it was necessary because she said that signature only approves the boilerplate and doesn't approve our contract. From the City's point of view, do we need this scanned signature?

Another thing I just noticed – Goran didn't put his printed name, title, or date below his signature. Sometimes I do that for him but I didn't notice this time. Should you or I add this to the City's original? I noticed that he signed the routing form on December 11th.

Thanks,
Kate

From: Schwab, Mayvis
Sent: Tuesday, January 26, 2010 9:59 AM
To: Johnson, Kate
Subject: CTR Implementation

Hi Kate

Thanks for returning the signed contract after WSDOT signed. I did notice that the Assistant Attorney General (Susan Cruise) did not sign. Should we make sure we get her signature too before I send to the City Clerk for filing?

Mayvis Schwab CCM, CPPB
City of Bellevue, WA
Finance Department/Contracting Services



City of Bellevue
 Finance - Contracting Services
 425-452-7876

CR #: 45584 Date: 01.29.2010
ORD 5912

PO #: 911284-000
LOC INTRLOC-000

Grant Agreement Routing Form

Current Agreement Information

Agreement Title: Commuter Trip Reduction (CTR) Implementation	Agreement Type: Grant
Agreement Description: Provides State-allocated funding to City in support of CTR implementation efforts	Document Type: Funding Agreement
Agreement Form: Custom Agreement Document	Agreement Manager: Kate Johnson
	Agreement Amount: \$213,454.00
	Total Aggregate Value: NaN

Project Information:

Project Name: CTR Implementation	Project Manager: Kate Johnson
Department: Transportation	Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: Washington State Department of Transportation
Administrative Agency: Washington State Department of Transportation
Administrative Agency JDE Vendor #: 73423
Funding Program Name: Commute Trip Reduction

Agreement Terms:

Original Effective Date: 07/01/2009 (actual date) **End Date:** 06/30/2011 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 10/19/2009 **Ordinance #:** 5912 **Resolution #:**

Received

Route:	In	Out
Contracting Services: <u>M Johnson</u>	DEC 17 2009	12/24/09
Accounting: <u>Melissa Lopez</u>	Contracting Services: <u>12/23/09</u>	12/23/09
Information Technology: <u>Not Required</u>		
Legal: <u>John Leach</u>	12/24	12/30
Insurance Reviewed By: <u>Joanne Nicolai</u>	1/4/10	1/4/10
Department Director: <u>John Leach</u>		12/11/09
Contracting Services: <u>M Johnson</u>	1/5/10	1/5/10
Return To: <u>Kate Johnson</u>		
City Clerk's Office: <u>Chaugen</u>	01.29.2010	01.29.2010

ECM

911284-000

Document Management Information:

CIP Plan #:

JDE Project Number:

Budget Fund:

Explanation:

Funding Source: State - Direct

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount
2009	State CTR Implementation Grant	042640001.334030.0600	\$53,363.50
2010	State CTR Implementation Grant	042640001.334030.0600	\$106,727.00
2011	State CTR Implementation Grant	042640001.334030.0600	\$53,363.50

Additional Comments:

This is an agreement with the Washington State Department of Transportation for receipt of State funds for the 2009-2011 biennium in support of City CTR implementation efforts. All originals need to be returned to the State for signature; then one will be returned to the City Clerk's Office.

Received
DEC 17 2009
Contracting Services