



*INTRLOC\_00*      *KC METRO*

File Location

Vendor Name

**Document Type:**      Interlocal                      New

**Vendor Name:**      KC METRO

**PO# Location:**      INTRLOC-000

**Effect Date:**      6/1/2011

**Term Date:**      12/31/2012

**CR#:**      47908

**Related CR#:**      \_\_\_\_\_

**Ordinance:**      \_\_\_\_\_

**Resolution:**      8232

**Leg Date:**      5/16/2011

**Vendor #:**      38105

**Description:**      COMMUTE TRIP REDUCTION SERVICES @TMP SITES  
PO 1150736-000

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**KC METRO**  
 12/31/2012

**INTRLOC\_00**  
 INTERLOCAL AGREEMENTS  
 12/31/2099  
  
 500176854

**Notes:**

Recording Copy  
Return to Bellevue  
Contracting SCS Office  
So. Kelly

CR# 47908 - DATE 9-14-11 LOC INTR LOC-800

RS 8232

MEMORANDUM OF AGREEMENT #1150736-000

between

King County, Department of Transportation, Metro Transit Division

and

The City of Bellevue

This Memorandum of Agreement is entered into 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 specific tasks related to Transportation Management Plan (TMP) conditioned sites within the City.

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

### 1.0 SCOPE OF WORK

The scope of work to be completed by King County and the City in accordance with this Agreement is described in "Exhibit A: Scope of Work", which by reference is made a part of this Agreement. Funds provided by the City to King County under this Agreement shall be used solely for activities undertaken to fulfill the provisions of the scope of work as provided in Exhibit A. Specific task assignments among contract-funded staff will be approved by the City.

### 2. DEFINITIONS

The following definition 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.

### 3.0 DUTIES AND RESPONSIBILITIES

3.1 **Provision of TMP Services.** The County will perform the transportation outreach 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.

RECORDING COPY  
RETURN TO BELLEVUE  
CITY CLERK'S OFFICE  
5/11/11 10:00 AM

**4.0 PAYMENT AND BILLING**

**4.1 Cost Estimate and Budget.** A cost estimate and budget for work to be performed through December 31, 2012 is set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

**4.2 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 progress reports to the City per the following schedule:

<u>Payment</u>	<u>Fixed Payment</u>	<u>Invoice Submitted No Earlier Than</u>
1 <sup>st</sup>	\$12,484.00	December 31, 2011
2 <sup>nd</sup>	\$6,506.00	June 30, 2012
3 <sup>rd</sup>	\$4,995.00	December 31, 2012
Total	\$23,985.00	

**4.3 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.

**5.0 PROGRESS REVIEW**

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

**6. EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall be effective June 1, 2011 and will remain in effect through December 31, 2012, unless earlier terminated pursuant to the terms 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 31<sup>st</sup> of each year.

## **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.

## **9.0 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: Mr. Ray Godinez, Transportation Development Review Engineer  
City of Bellevue Transportation Department  
450 110<sup>th</sup> Avenue NE  
P.O. Box 90012  
Bellevue, WA 98009-9012  
(425) 452-7915

**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 King 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. 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** 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first above mentioned.

KING COUNTY  
DEPARTMENT OF TRANSPORTATION  
METRO TRANSIT DIVISION

CITY OF BELLEVUE

By: \_\_\_\_\_

*Kevin Desmond*  
Kevin Desmond  
General Manager  
King County Metro Transit

By: \_\_\_\_\_

*Gofan Spaffman*  
Gofan Spaffman  
Director  
Transportation Department

Date: \_\_\_\_\_

*6/9/11*

Date: \_\_\_\_\_

*5/13/11*

Approved as to form:  
K.C.P.A.O..

Approved as to form:

By: \_\_\_\_\_

*James Rourke*  
City Attorney

Date: \_\_\_\_\_

**Recording Copy**  
**Return to Bellevue**  
**City Clerk's Office**  
*Contracting Svcs.*

**Received**

SEP 13 REC'D

**Contracting Services**

**City of Bellevue – Exhibit A**  
**Commute Trip Reduction Services Contract for TMP Sites**  
**Scope of Work**  
**Period: June 1, 2011, through December 31, 2012**

<u>Scope of Work</u>	<u>Schedule</u>	<u>Cost</u>
1. Set up for up to 32 TMP sites in King County Metro system <ul style="list-style-type: none"> <li>• Add worksites to database with site information including address, transportation coordinator contact names and other site details</li> <li>• Create legal electronic files for each worksite</li> <li>• File electronic copies of TMP provided by City staff of conditions for each work site</li> <li>• Electronically file any other previous reports or survey results or other pertinent information related to the site, as provided by the City</li> <li>• Develop City-specific TMP website page with links to CYWB and other transit and commute resources</li> <li>• Develop and issue biennial reporting and survey timelines to all sites</li> <li>• Notify each worksite of King County's role and introduce contact staff and resource information e.g., website page.</li> </ul>	Q3 2011  2.5 hrs per site	\$4,160.00
2. Program Review for up to 32 TMP-conditioned sites <ul style="list-style-type: none"> <li>• Update transportation coordinator contact matrix, as needed</li> <li>• Transmit electronic letters of instruction</li> <li>• Transmit electronic copy of TMP program report form, provided by the City, to each site</li> <li>• Provide limited technical assistance, including outreach visits to up to two sites, if warranted</li> <li>• Monitor receipts of program reports</li> <li>• In consultation with City staff, review programs, contacting sites as necessary</li> <li>• Notify City of completion of program review for each site, by electronic transmittal to the City of completed program report and any associated analysis of compliance</li> <li>• Maintain electronic master file records for all sites.</li> </ul>	Q4 2011- Q1 2012	\$13,312.00
3. Survey of up to 10 TMP conditioned sites <ul style="list-style-type: none"> <li>• Notify each site of their required survey timeline and scheduled survey briefing</li> <li>• Deliver via mail service, paper surveys and survey administration materials to the sites</li> <li>• Provide survey assistance to sites, as needed</li> <li>• Record mail receipt of returned surveys and process survey data</li> <li>• Compile data and aggregate results to also include survey</li> </ul>	Q3-Q4 2012	\$4,360.00

	data for any CTR sites located in a building and send electronic reports to the City for review		
	<ul style="list-style-type: none"> <li>• Following City review, send aggregate survey results (inclusive of survey data for any CTR sites located in the building) for each TMP site to property managers</li> <li>• Maintain electronic master file records on all sites surveyed.</li> </ul>		
4.	<p>Training expenses</p> <ul style="list-style-type: none"> <li>• Provide one survey briefing for TMP worksite managers and staff</li> <li>• Monitor attendance and report to City.</li> </ul>	Q3 2012	\$250.00
5.	<p>Information Distribution and Communication to TMP sites</p> <ul style="list-style-type: none"> <li>• Communicate electronically with building transportation coordinators about transportation issues, including Sound Transit, Metro Transit, service and programs, special events and items of interest (which may include but are not limited to construction and road closures, commute promotions such as Wheel Options and Bike to Work Day, air quality alerts, WSRO bulletins, links for commute options, trip planning, network group meetings, etc.)</li> <li>• Provide building transportation coordinators with available printed materials (including any appropriate Choose Your Way Bellevue materials) regarding transit and rideshare options and related resources for their tenants to support the distribution requirement of the TMP agreements</li> <li>• Facilitate development of commute program summary information pieces for up to 8 buildings that lack current information in a format that is suitable for distribution to tenants and employees; use template provided by City or County; specific buildings to be selected in consultation with City staff.</li> </ul>	2011-2012  On-going	\$1,903.00
		Send with notification letter of introduction and timeline	
	<b>Total Costs:</b>		<b>\$23,985.00</b>

## Kelly, Christine

---

**From:** Godinez, Ray  
**Sent:** Tuesday, September 13, 2011 11:54 AM  
**To:** Kelly, Christine  
**Subject:** RE: Commute Trip Reduction Agreement PO # 1150736 - 000 for \$23,985.00

Just put the signed copy on your chair. Thanks for the reminder Chris. ☺

---

**From:** Kelly, Christine  
**Sent:** Friday, September 09, 2011 4:35 PM  
**To:** Godinez, Ray  
**Subject:** Commute Trip Reduction Agreement PO # 1150736 - 000 for \$23,985.00

Ray, back in May I sent you originals of this King County Metro agreement so you could get signatures from them and get at least one back to the City for permanent records.

I've checked in the system and do not see that it has been returned. Do you happen to have it? Please advise; we really need to get their signatures and get one into the City's permanent records.

Thanks,  
Chris Kelly  
Contracting Services  
Ext. 4103

**Kelly, Christine**

---

**Subject:** RE: Voice Mail from Kelly, Christine (36 seconds)

---

**From:** Ingram, Mike  
**Sent:** Tuesday, May 17, 2011 4:15 PM  
**To:** Kelly, Christine  
**Cc:** Godinez, Ray  
**Subject:** RE: Voice Mail from Kelly, Christine (36 seconds)

Hi Chris,

Can you try 91831.541100.4440?

There has been some confusion about whether the TDM funds should use the prefix 91831 or 91830; I wrote the later on the routing form, but maybe it's supposed to be the former.

Mike I.

---

**From:** Godinez, Ray  
**Sent:** Tuesday, May 17, 2011 12:09 PM  
**To:** Ingram, Mike  
**Cc:** Kelly, Christine  
**Subject:** FW: Voice Mail from Kelly, Christine (36 seconds)

Mike,

Christine from contracting says the account # is not working for her. Could you call her? Thanks.

---

**From:** Microsoft Exchange **On Behalf Of** Kelly, Christine  
**Sent:** Tuesday, May 17, 2011 11:24 AM  
**To:** Godinez, Ray  
**Subject:** Voice Mail from Kelly, Christine (36 seconds)

**You received a voice mail from Kelly, Christine at 4103**

**Caller-Id:** 4103  
**Job Title:** Contract Coordinator  
**Work:** 425-452-4103  
**E-mail:** CKelly@bellevuewa.gov

---

Sent by Microsoft Exchange Server 2007

Create/Maintain Contract Order (OC) - Order Detail - Windows Internet Explorer

http://vcojrdew01.d.bellevue.wa.us:8770/e1Menu.mafPerivRadioGroup=Rselect000900=ALLP Live Search

File Edit View Favorites Tools Help

Oracle JD EDWARDS ENTERPRISEONE Kelly, Christine R. (JPO300) Sign Out

Create/Maintain Contract Order (OC) - Order Detail

OK Cancel Form Row Tools

Supplier: 38105 KC Metro Transit Division

Ship To: 69772 Transportation Admin

Hold Code: Blank - Hold Codes 42/HIC

Retainage %

Purpose:

Comments For Buyer: Buyer

Order Revision:

Order Date: 05/17/11

Order Attachment

Reference	Account Number	Cost Ratio	Tax Y/N	Expt Code	Tax Rate/Area	Next Status	Last Status	Report Code/2	Sub Type
Commuter Trip Reduction	91930.5-1100.434C	8	N	S	024	435	220	00	

start

11:00 AM Tuesday 5/17/2011

Not valid acct. #

Background for Competitive Exception Form

**Ingram, Mike**

---

**From:** Kelly, Christine  
**Sent:** Thursday, February 03, 2011 1:57 PM  
**To:** Ingram, Mike  
**Cc:** Godinez, Ray; Dreaney, Chris  
**Subject:** RE: Proposed contract: Commute Trip Reduction Services for TMP sites

Mike, I think this looks appropriate. I'd suggest you complete the Exception to Competitive process form to accompany the document for our process in routing. And I think your "background" info below is appropriate to include with that form to explain the situation.

I think you can proceed with King county on this, and ask them to provide three originals for signatures, please. Thanks Mike, appreciate your checking.

This agreement would be called a MOU.

Chris Kelly  
Contracting Services  
Ext. 4103

Received

MAY 13 REC'D

Contracting Services

---

**From:** Ingram, Mike  
**Sent:** Thursday, February 03, 2011 1:34 PM  
**To:** Kelly, Christine  
**Cc:** Godinez, Ray; Dreaney, Chris  
**Subject:** Proposed contract: Commute Trip Reduction Services for TMP sites

Hi Chris,

I would like to set up a contract with King County to do certain routine monitoring and outreach tasks at approximately 20 buildings in Bellevue that have requirements to implement a Transportation Management Program (TMP). Expected cost is ~\$15,000. We have not previously outsourced this type of work, but have received management direction to do so for this biennium. The contract I would like to set up will look a lot like the contract that King County has with the City of Kirkland for essentially similar services (see Kirkland contract document and scope, attached).

<< File: Kirkland TMP Contract 2011-2012.doc >> << File: Kirkl TMP Scope 2011-2012.doc >>

~~My question for you is, can we proceed to work with King County to set up this contract? I am not aware of any other provider of this service. Further, I believe the King County price is very good.~~

I will be out of the office starting this afternoon (returning Feb 22), but will be checking email from time to time.

Ray Godinez in the Transportation Development Review group will be the manager of this contract. I am now working with him and Chris Dreaney (his supervisor) to transition the TMP oversight work from the Planning group.

---

**Background**

The new 2011-2012 operating budget reduced the staff time available for monitoring compliance with Transportation Management Plan at buildings in the City that have this requirement (imposed at the time of original permitting). The proposal that was approved involves outsourcing certain routine monitoring functions (securing biennial compliance reports from affected buildings, facilitating biennial commute surveys at the buildings that have this requirement). King County is able to use their existing Commute Trip Reduction monitoring staff and supporting systems to do this work much cheaper than the City can do it (or, probably, anyone else).

**Kelly, Christine**

---

**From:** Kelly, Christine  
**Sent:** Friday, September 09, 2011 4:35 PM  
**To:** Godinez, Ray  
**Subject:** Commute Trip Reduction Agreement PO # 1150736 - 000 for \$23,985.00

Ray, back in May I sent you originals of this King County Metro agreement so you could get signatures from them and get at least one back to the City for permanent records.

I've checked in the system and do not see that it has been returned. Do you happen to have it? Please advise; we really need to get their signatures and get one into the City's permanent records.

Thanks,  
Chris Kelly  
Contracting Services  
Ext. 4103

**Kelly, Christine**

---

**From:** Godinez, Ray  
**Sent:** Friday, September 09, 2011 4:35 PM  
**To:** Kelly, Christine  
**Subject:** Out of Office: Commute Trip Reduction Agreement PO # 1150736 - 000 for \$23,985.00

Sorry to have missed your communication. I'm out of the office until September 13th (Tuesday). If you have a matter than cannot wait please email me at [raygodinez@yahoo.com](mailto:raygodinez@yahoo.com) or call/text 206-353-4397. Otherwise I will reply upon my return. Thanks.

5/20/11  
To Ray Godinez -  
Transportation  
to get signatures  
from KC for return  
to me  
C. Kelly

**ORIGINAL**

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8232

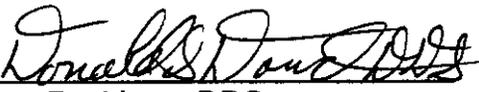
A RESOLUTION authorizing the execution of an Interlocal Agreement and supplements, if necessary, with King County Metro, in an amount not to exceed \$23,985, for commute trip reduction services at Transportation Management Program sites.

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

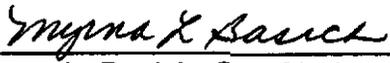
Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement, and supplements, if necessary, with King County Metro, in an amount not to exceed \$23,985, for commute trip reduction services at Transportation Management Program sites, a copy of which Interlocal Agreement, in substantial form, has been given Clerk's Receiving No. 47908.

Passed by the City Council this 16th day of May, 2011, and signed in authentication of its passage this 16th day of May, 2011.

(SEAL)

  
Don Davidson, DDS  
Mayor

Attest:

  
Myrna L. Basich, City Clerk

**CITY COUNCIL AGENDA MEMORANDUM**

**SUBJECT:**

Resolution No. ~~5032~~ authorizing execution of an Interlocal Agreement (and supplements if necessary) with King County Metro for commute trip reduction services at Transportation Management Program sites in the amount of \$23,985.

**FISCAL IMPACT:**

The Interlocal Agreement with King County obligates the City to pay the King County Department of Transportation up to \$23,985 for commute trip reduction implementation services at Transportation Management Program sites for the period June 1, 2011 through December 31, 2012. Sufficient funds exist in the Transportation Department operating budget to fully fund this contract.

**STAFF CONTACT:**

Goran Sparrman, Director, 452-4338  
Eric Miller, Capital Programming Division Manager, 452-6146  
Michael Ingram, Senior Transportation 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." Policy TR-9 in this section supports demand management regulations and strategies that are consistent with and implement the state Commute Trip Reduction (CTR) Act and address parking, services to increase high-occupancy vehicle use, provide incentives and reporting, monitoring and performance evaluation standards.

Bellevue City Code sections 14.40.070 and 14.40.080 specify the City's Transportation Management Program regulations, as adopted by Ordinance No. 4822 (1995).

**BACKGROUND:**

The regulatory framework for commute trip reduction involves two facets. One facet is State requirements (implemented through BCC 14.40) for "Commute Trip Reduction" (CTR) at large employer worksites (100 or more employees commuting in the 6am-9am peak period). There are currently 57 worksites in Bellevue, with nearly 35,000 employees, affected by these requirements. The other facet is City requirements (specified in BCC 14.60.070 and 14.60.080) for implementation of "Transportation Management Programs" (TMPs) at large real estate developments. There are currently forty-nine buildings in Bellevue with TMP agreements. The CTR and TMP requirements have significant elements in common and some overlap of population (city-wide, approximately 23,000 employees work for a CTR employer located in a TMP building). However, over 10,000 employees located in TMP buildings work for small employers, not affected by CTR regulations. The action requested of Council in this memo concerns monitoring of TMP requirements.

### Transportation Management Program Requirements

Bellevue's Transportation Development Code includes provisions (BCC 14.60.070) for newly-constructed large buildings to implement automobile trip reduction programs directed to tenant employees in order to reduce traffic impacts related to development. Specific requirements for development and implementation of Transportation Management Programs (TMPs) vary according to type of land use and size of building; required measures may include designating a transportation coordinator, posting and distributing transit and ride-sharing information, providing preferential parking for carpools and vanpools, providing financial incentives for commuters, and providing a "guaranteed ride home" program. An additional overlay of requirements (BCC 14.60.080) applies to office buildings in downtown, including performance requirements for a reduction over time in the proportion of commute trips that occur by drive-alone mode.

There are currently 49 buildings city-wide that have TMP conditions (see attached map). Some of the existing agreements predate the adoption of City code requirements for TMPs and were established in conjunction with SEPA environmental review as mitigation for individual development project impacts. A formal code framework for TMP conditions was initially established in the Land Use Code in 1987 (Ord. Nos. 3747, 3792); updated requirements were adopted as an element of the Transportation Development Code in 1995 (Ord. No. 4822).

The Bellevue Downtown Association, through its TransManage transportation service, assists eleven office buildings, primarily located in downtown, with implementation of their TMPs.

On December 6, 2010, Council approved Ordinance No. 5978 adopting the 2011-2012 budget, which included resources to continue monitoring of TMP conditions at buildings throughout the City.

Locally, the cities of Issaquah, Kirkland, Redmond and Seattle have requirements for TMPs at large developments.

### King County Metro Service Agreement

The proposed contract with King County involves monitoring of implementation measures at existing TMP sites and facilitating conduct of commute surveys at buildings where required by code. The scope of the proposed contract covers all the buildings in the City with significant employment on site where reporting or surveying is needed to track compliance with TMP conditions (buildings that are wholly occupied by a CTR-affected tenant are tracked using the CTR report and need not do a separate TMP report or survey). Specific services include facilitating biennial reporting at buildings, facilitating surveying at buildings where this is required (including training for building transportation coordinators), and ongoing engagement with building transportation coordinators to provide trip reduction information and support. Not included in the proposed contract is monitoring at the sixteen residential buildings with TMP conditions; requirements for these sites are very limited (typically, posting travel option information only) and routine, ongoing monitoring is not recommended.

Since 1994, the City has contracted with King County CTR Services to provide trip reduction implementation services for large employer worksites affected by CTR regulations. King County provides similar services to large employers in twelve other jurisdictions and a limited set of services in three additional jurisdictions.

For purposes of monitoring and supporting TMP implementation, King County treats TMP building sites as essentially similar to CTR worksites and is able to leverage its CTR worksite monitoring infrastructure to efficiently support reporting and surveys at TMP buildings at a lesser level of effort than would be required for in-house monitoring by City staff. King County has a contract with the City of Kirkland to provide similar services at sites in that jurisdiction with TMP requirements.

**EFFECTIVE DATE:**

If approved, this Resolution becomes effective immediately.

**OPTIONS:**

1. Adopt Resolution No. ~~8232~~ 8232 authorizing execution of an Interlocal Agreement (and supplements if necessary) with King County Metro for commute trip reduction services at Transportation Management Program sites in the amount of \$23,985.
2. Do not adopt Resolution No. ~~8232~~ 8232 and provide alternative direction to staff.

**RECOMMENDATION:**

Adopt Resolution No. ~~8232~~ 8232 authorizing execution of an Interlocal Agreement (and supplements if necessary) with King County Metro for commute trip reduction services at Transportation Management Program sites in the amount of \$23,985.

**MOTION:**

Move to adopt Resolution No. ~~8232~~ 8232 authorizing execution of an Interlocal Agreement (and supplements if necessary) with King County Metro for commute trip reduction services at Transportation Management Program sites in the amount of \$23,985.

**ATTACHMENTS:**

Map of TMP sites

Proposed Resolution No. ~~8232~~ 8232

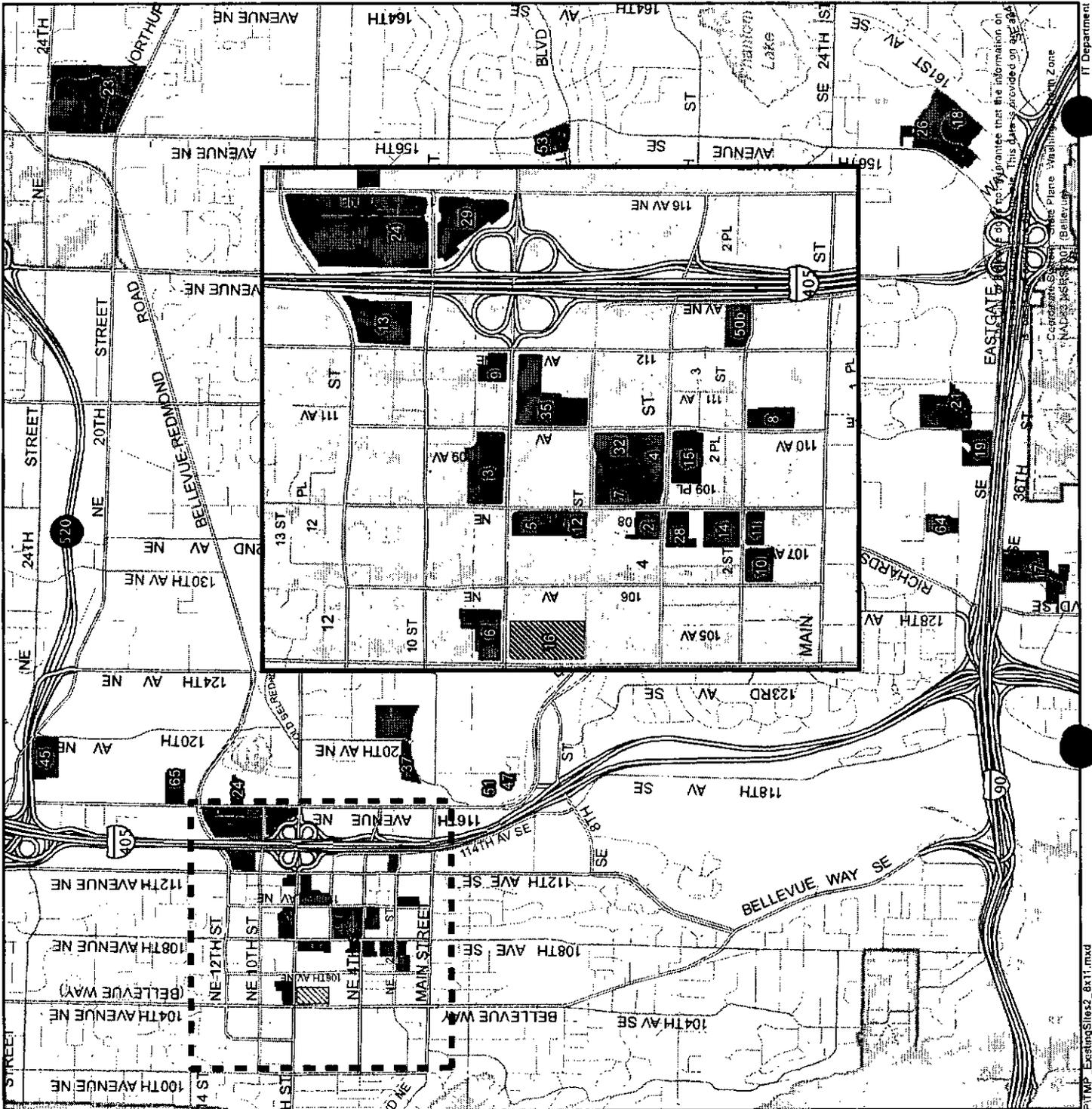
**AVAILABLE IN COUNCIL OFFICE:**

Draft Agreement with King County Department of Transportation for commute trip reduction services at Transportation Management Program sites.

## Existing Transportation Management Program Sites

2. One Bellevue Center
3. US Bank Plaza/Plaza Center
4. Skyline Tower/First Mutual Center
5. Symetra Financial Center
6. Bellevue Place
7. City Center Bellevue
8. Atrium Place
9. Plaza East
10. Bellevue Pacific Center
11. Pacific Plaza
12. Key Center
13. 112 @ 12th
14. Civica
15. The Summit
16. Lincoln Square (pending)
17. Newport Corporate Center
18. Boeing
19. Sunset Corporate Campus
21. Sunset North Office
23. Unigard Insurance Park
24. Overlake Hospital
26. Advantia
28. Expedia Tower
29. Group Health Medical Center
32. City Center Plaza
35. The Bravern
37. Ridgewood Corporate Square
45. Lowe's
47. DEA
- 50b. Tally Building
51. Wilburton Ridge Office Park
53. Lake Hills Shopping Center
64. PSE
65. Children's Hospital

Residential TMP sites not shown



CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 9232

A RESOLUTION authorizing the execution of an Interlocal Agreement and supplements, if necessary, with King County Metro, in an amount not to exceed \$23,985, for commute trip reduction services at Transportation Management Program sites.

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

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement, and supplements, if necessary, with King County Metro, in an amount not to exceed \$23,985, for commute trip reduction services at Transportation Management Program sites, a copy of which Interlocal Agreement, in substantial form, has been given Clerk's Receiving No. \_\_\_\_\_.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(SEAL)

\_\_\_\_\_  
Don Davidson, DDS  
Mayor

Attest:

\_\_\_\_\_  
Myrna L. Basich, City Clerk



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

PO # 1150736-000

## Competitive Exception Form

Received

### General Information:

**Method of Procurement:**

Professional Services

**Name of Requestor:**

Michael Ingram

**Department:**

Transportation

Received  
 MAY 13 REC'D  
 Contracting Services

**Type of Exception Request:**

Sole Source

**Requested Vendor Name:**

King County Dept of Transportation, Metro Transit ...

**Estimated Cost:**

\$23,985.00

MAY 17 REC'D

Contracting Services

**Requested for the purpose of:**

To allow the City to hire King County Metro Commute Trip Reduction (CTR) Services to monitor and support implementation of the City's Transportation Management Program (TMP) requirements at buildings affected by these requirements.

### 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:**

Support and monitor compliance with Transportation Management Program conditions at buildings that have this requirement (which is intended to reduce the impact of commute trips generated by development on the transportation system).

**2. Project Scope of Work:**

For the 2011-2012 period, support and monitor Transportation Management Program implementation at up to 32 buildings affected by these requirements. Tasks include securing biennial compliance reports from affected buildings, facilitating biennial commute surveys at the buildings that have this requirement, providing survey training to building staff.

**3. 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.

**4. Necessary features/knowledge/qualifications this vendor provides which are not available from other vendors.**

King County has been performing work to implement Commute Trip Reduction requirements at worksites since initial establishment of the CTR program in the early 1990s and currently does this CTR implementation and monitoring work on behalf of 13 jurisdictions, in addition to worksites located in unincorporated areas of the county. King County is able to use their existing Commute Trip Reduction Services staff and supporting systems to do the essentially similar TMP monitoring work much cheaper than the City can do it. King County provides similar TMP monitoring services to one other local jurisdiction (Kirkland) and a more limited set of services to another (Seattle).

**5. Steps taken to verify that these features/knowledge/qualifications were not available elsewhere.**

City staff are in regular contact with all other jurisdictions in the county that have Commute Trip Reduction program requirements, including those that also have Transportation Management Program requirements. All do the work of monitoring compliance in-house, using municipal staff or contract with King County Commute Trip Reduction Services. No other vendors are set up to do this work.

**6. Explanation of why this option is the only option, makes good business sense, and is in the best interests of the City.**

The 2011-2012 operating budget reduced staff time available for monitoring compliance with Transportation Management Plan conditions at buildings in the city that have this requirement (imposed at the time of original permitting). The adopted budget includes resources intended to support outsourcing certain routine outreach and monitoring functions (securing biennial compliance reports from affected buildings, facilitating biennial commute surveys at the buildings that have this requirement).

	<u>Signature</u>	<u>Date</u>
Requestor:	<u><i>Michael Johnson</i></u>	<u>12 May 2011</u>
Department Director:	<u><i>[Signature]</i></u>	<u>5/13/11</u>
Finance:	<u><i>Jamie Robinson</i></u>	<u>5/17/11</u>
<del>_____</del>	<u>_____</u>	<u>_____</u>

Received

MAY 17 REC'D

Contracting Services

Received

MAY 13 REC'D

Contracting Services

CR# 47908 Date: 9-19-11 PO # & Loc: 1150736-000



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

*Res 8232*

### Contract Routing Form

#### Current Contract Information:

**Contract Title:**

Commuter Trip Reduction Services at TMP sites

**Contract Description:**

Commuter trip reduction support and monitoring at TMP-conditioned buildings.

Total Contract Value: \$23,985.00

This Amendment Value: *0*

Department: Transportation - 647

Contract Manager: Ray Godinez

Contract Type: Professional Service

**Contract Form:**

Custom contract document

**Budget Expenditure:**

Expenditure Contract - Sufficient Funds

Maximo User: No

#### 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 #: *NA*

UBI #: 578037394

Contractor's License #: N/A

**Recording Copy  
Return to Bellevue  
City Clerk's Office**

#### Contract Terms:

Original Effective Date: 06/01/2011 End Date: 12/31/2012 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: 5/16/2011

Council Action: Resolution

Legislative #: *8232*

*Copy attached*

#### Route:

Contracting Services:

*Chris Kelly*

Received

Out

MAY 13 REC'D

*5/18/11*

Information Technology:

Not Required

Legal:

*George Roache*

Contracting Services

MAY 18 11

*5-18-11*

Insurance Reviewed By:

*Self insured*

Department Director:

*Ray Godinez*

*5/13/11*

Contracting Services:

*Chris Kelly*

Received

*9/13/11*

Return To:

Ray Godinez (9915)

MAY 19 REC'D

City Clerk's Office:

*M. Tolson*

Contracting Services

*9-19-11*

Received  
*signed agreement*  
SEP 13 REC'D

Contracting Services

**Selection Method:**

Selection Method: Competitive Exception

**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
	TDM Operating Budget		91830.541100.4440	\$23,985.00	No	\$23,985.00

**Additional Comments:**

Received

MAY 17 REC'D

Contracting Services

*Exception form signed  
CKelly*

Received

MAY 18 REC'D

Contracting Services

Received

MAY 23 REC'D

Contracting Services

*CKelly*

Received

MAY 24 REC'D

Contracting Services

*to Ray Godinez  
to get signatures  
from KC & return  
one original to CKelly.*

**CONTRACT REVIEW CRITERIA** PO #1150736-000

**Contract Title:** Commute Trip Reduction Services at T... **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)?
- 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? *exception*
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? *#8232 5/16/11 Council*
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached?
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? \_\_\_\_\_
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor Identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- 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) Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
- aa) Is the Vendor on the Federal Debarred Suspended List?

**RISK MANAGEMENT:**

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- 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?

*Deleted*  
*4/18 REC'D*  
*Contracting Services*