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AGREEMENT FOR SALE OF FLEXPASSES BETWEEN KING COUNTY, SOUND TRANSIT AND CITY OF WOODINVILLE

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

RECITALS

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

AGREEMENT

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

1. PURPOSE

1.1 Purpose

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

2. DEFINITIONS

2.1 Eligible Employees

Eligible Employees shall mean only those employees of the COMPANY who meet the following criteria: All employees at COMPANY's 17301 – 133rd Avenue NE and 17401 – 133rd Avenue NE, Woodinville work sites.

2.2 FlexPass Card

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

2.3 Trip Revenue

In the event of a generally applicable fare increase adopted by KING COUNTY or SOUND TRANSIT, the amounts shown in Attachment A may be increased at such time as a generally applicable fare increase is implemented by KING COUNTY or SOUND TRANSIT, and COMPANY shall be required to pay the amount of such increase to the appropriate TRANSPORTATION PARTY.

3. EMPLOYEE CONTRIBUTIONS AND COMMUTE BENEFITS AND INCENTIVES

3.1 Eligible Employee Contributions

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

4. COMPANY RESPONSIBILITIES

4.1 Eligible Recipients Of A FlexPass Card

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

4.2 Ordering FlexPass Cards

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

4.3 Ordering Additional FlexPass Cards

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

4.4 Receipt And Security Of FlexPass Cards

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

4.5 Reporting

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

4.6 Roster Of FlexPass Card Recipients

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

4.7 FlexPass Employee Use Agreement Form

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

4.8 Collection of FlexPass Cards

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

4.9 Collection of Transit Ridership Data

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

4.10 FlexPass Program Evaluation

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

4.11 Home Free Guarantee

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

4.12 Vanpool Services

The amount of the vanpool fare subsidy for each Eligible Employee shall be stated in Attachment A. If actual vanpool fares incurred by an Eligible Employee exceed the amount of the subsidy specified in Attachment A, the Eligible Employee shall pay the difference directly to the vanpool bookkeeper.

5. TRANSPORTATION PARTIES RESPONSIBILITIES

5.1 Transit Access

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

5.2 FlexPass Card Administration

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

5.3 Replacement FlexPass Cards

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

5.4 Confiscation of FlexPass Cards

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

5.5 Collection Of Transit Ridership Data

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

5.6 Home Free Guarantee

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

5.7 Vanpool Services

KING COUNTY shall allow each Eligible Employee holding a FlexPass Card to register as a vanpool participant subject to the availability of vanpool vehicles and minimum ridership requirements. The FlexPass Card will be honored as full or partial payment of vanpool fares, up to the amount specified in Attachment A.

6. PAYMENTS AND BILLING

6.1 Payment For This Agreement

COMPANY agrees to pay TRANSPORTATION PARTIES the total amount stated in Attachment A for participation in TRANSPORTATION PARTIES' FlexPass program. KING COUNTY shall present an invoice for amounts due to COMPANY's representative listed in Section 16. Payment shall be made in full by COMPANY according to the terms listed on the invoice, unless a payment schedule is mutually agreed upon by both parties and incorporated into this Agreement, in Attachment A. KING COUNTY shall invoice COMPANY for the amount(s) due for SOUND TRANSIT for additional FlexPass Cards purchased by COMPANY.

6.2 Late Payment Penalty

If any scheduled payments are not made by their due date, then the entire amount due under this Agreement may become immediately due and payable. Any late payment shall be subject to a penalty accruing at the maximum rate allowable by state law for each month that the payment remains due. If any check made payable to any of the TRANSPORTATION PARTIES by COMPANY is returned to a TRANSPORTATION PARTY for insufficient funds (NSF) in COMPANY's checking account, then COMPANY shall be assessed a $25 (twenty-five) penalty by the TRANSPORTATION PARTY receiving the NSF check.

7. TERM OF AGREEMENT

7.1 Term

This Agreement shall take effect upon the exact day and expire on the exact day specified in this paragraph, unless terminated in accordance with the terms set forth in Section 8. This Agreement shall take effect at 12:00 a.m. on July 1, 2007 and shall expire at 11:59 p.m. on June 30, 2008.

8. TERMINATION

8.1 Termination For Cause

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

8.2 Termination For Convenience

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

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

9. RECORDS

9.1 Rights Of Review

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

10. SUCCESSORS AND ASSIGNS

10.1 Written Approval

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

11. LEGAL RELATIONS

11.1 No Partnership And No Third Party Beneficiaries

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

11.2 Force Majeure

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

11.3 Costs of Legal Action

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

12. APPLICABLE LAW, FORUM

12.1 Terms

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

13. DISPUTES

13.1 Dispute Resolution Procedure

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

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

14. ENTIRE AGREEMENT AND AMENDMENT

14.1 Entire Agreement

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

14.2 Amendments And Modifications

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

15. SAVINGS

15.1 Definition

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

16. CONTACT PERSONS

16.1 Definition

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

	COMPANY	KING COUNTY, FLEXPASS CARD ORDERS & RETURNS
Contact Name	Amy Ensminger	Jerry Waugh
Title	Senior Administrative Assistant	Customer Services Coordinator
Address	City of Woodinville Public Works Department	King County Metro Transit
	17301 - 133rd Avenue NE	201 S. Jackson Street; MS KSC-TR-0412
	Woodinville, WA 98072	Seattle, WA 98104-3856
Telephone	425-489-2700, ext. 2240	206-684-6778
Fax	425-489-2756	206-263-4809
E-Mail	Amye@ci.woodinville.wa.us	jerry.waugh@metrokc.gov
	SOUND TRANSIT	
Contact Name	Christie Parker	
Title	Policy Analyst	
Address	Sound Transit	
	401 S. Jackson Street	
	Seattle, WA 98104-2826	
Telephone	206-398-5405	
Fax	206-689-3376	
E-Mail	Parkerc@soundtransit.org	

17. EXECUTION OF AGREEMENT

17.1 Definition

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

COMPANY BY _____ Richard A. Leahy Title: City Manager Date: 06/19/2007	**KING COUNTY** BY _____ ~~Ruth~~ Hertz Title: Transit – Customer Services Administrator Date: 12 June 07
SOUND TRANSIT BY King County per Agent Agreement	

FlexPass Agreement Attachment A - Agreement Costs

Company City of Woodinville Start Date July 1, 2007

Area FlexPass zone East King Agreement Year #4

	Quantity	Rate ($/card)	Cost
King County • Transit access • Home Free Guarantee (Up to 8 rides/employee/agreement) • Up to $65 per month per vanpooler • Up to $20 per month for Vanshare • FlexPass card administration	68	$54.99	$3,739.32
• Commuter Bonus Plus voucher pool (68 FlexPass cards x $15.00)	1 pool	$1,020.00	Included
Total – King County	**68**	**$54.99**	**$3,739.32**
Sound Transit • Transit access	**68**	**$12.01**	**$816.68**
Total – FlexPass Agreement	**68**	**$67.00**	**$4,556.00**

Number of FlexPass Cards issued under this Agreement = 68

Payment Schedule = Net 60 days.

Eligible Employee Contribution ($ per employee) = $0.00

Rates for Additional FlexPass Cards

Monthly Rate for Service for EACH Additional FlexPass Card = $4.12

(Note: Calculation for Service based on $49.40/12 months.
The Monthly rate does not include Commuter Bonus Plus vouchers.)

Allocation: King County = $3.12
Sound Transit = $1.00

Plus Card Production and Administration fee per card = **$2.60**

Sample Employee Use Agreement Form

CITY OF WOODINVILLE
FlexPass Use Agreement

As a FlexPass holder, I agree to the following:

1. The FlexPass is a benefit provided to me as an employee and is to be used only during the period I am employed by this company.
2. I will use my FlexPass for my own transportation only. I will not transfer my FlexPass to any other person.
3. I will keep my FlexPass secure and in good condition. I will immediately report a lost, stolen or damaged FlexPass to the Transportation Coordinator. I understand a lost FlexPass will be replaced only once per year at a charge of $50.00. A non-working FlexPass will be replaced free of charge.
4. I will return my FlexPass upon request or when I leave my employment with this company. If I do not return my FlexPass, I authorize the amount of $171.00, for each whole and partial month remaining on the FlexPass, to be withheld from my paycheck.
5. I understand that the FlexPass card is valid for up to $65 per month on Metro vanpools only. I am responsible for the balance of the vanpool fare each month, payable to the vanpool bookkeeper, which is in excess of the $65 amount.

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

Employee's Signature	Date
Employee's Printed Name	FlexPass Serial #
Employee's Department or Section	

Transportation Coordinator Use Only - FlexPass returned:

Employee's Signature	Date
	FlexPass Serial #

FlexPass Agreement Attachment C – Home Free Guarantee

Home Free Guarantee (hereinafter, "HFG") is a KING COUNTY program that guarantees payment for taxi fares incurred by Eligible Employees who meet the eligible criteria, as set forth below, and taken in accordance with the terms set forth below.

C.1 DEFINITIONS

C.1.1 Approved Commute Modes

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

C.1.2 Eligible Reasons For Using HFG

The following are the only eligible reasons for using HFG:

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

C.1.3 Non-Eligible Reasons For Using HFG

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

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

C.1.4 Eligible Destinations For An HFG Ride

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

C.1.5 Intermediate Stops

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

C.2 COMPANY RESPONSIBILITIES

C.2.1 HFG Program Payment

COMPANY's payment for HFG services is accounted for in the base price of the FlexPass Agreement, as indicated in Attachment A.

C.2.2 Program Coordinator

COMPANY shall designate as many Program Coordinators as necessary to administer and perform the necessary HFG program tasks as set forth in this Attachment.

C.2.3 Number Of HFG Rides Per Eligible Employee

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

C.3 HFG Program Tasks

C.3.1 Process

To access HFG rides, Eligible Employees shall contact the Program Coordinator. The Program Coordinator shall call directly an answering service provider, contracted for by KING COUNTY. The phone number shall be supplied to COMPANY by KING COUNTY. COMPANY agrees to make information about how to access HFG rides available to all Eligible Employees. Program Coordinator shall obtain the following information from the Eligible Employee, and provide the information to the answering service provider:

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

C.4 KING COUNTY RESPONSIBILITIES

C.4.1 Participating Taxi Company(s)

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

C.4.2 Payment Of Authorized HFG Taxi Fares

KING COUNTY shall pay the metered fare amount of a COMPANY's Program Coordinator-authorized HFG ride, as defined in the DEFINITIONS section above, for a one-way distance of up to sixty (60) miles. COMPANY or Eligible Employee taking the HFG ride shall pay any fare for a one-way distance in excess of sixty (60) miles. KING COUNTY shall not pay any taxi driver gratuity. Taxi driver gratuity will be at the sole discretion of COMPANY or the Eligible Employee taking the HFG ride.

C.4.3 Reporting

KING COUNTY shall keep a complete record of all authorized HFG ride requests and provide a copy of this record to COMPANY's designated Contact Person if requested.

C.4.4 Program Abuse

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