

RESOLUTION NO. R- 2303

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CONTRACT WITH THE CITY OF BELLEVUE FOR COMPUTER DATA SYSTEM SERVICES IN CONNECTION WITH A KIRKLAND ACCIDENT LOCATION IDENTIFICATION PROGRAM.

WHEREAS, the City of Kirkland in order to improve traffic safety has applied for and received Federal and State grant assistance through the Washington Traffic Safety Council for "a program to identify specific locations or sections of streets and highways within Kirkland which have high or potentially high accident experience as a basis for establishing priorities for improvement, selective enforcement, or other operational practices that will eliminate or reduce the hazards so identified", and

WHEREAS, in order to develop and maintain on an effective basis such a program, the utilization of computer data systems is required, and

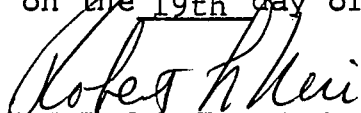
WHEREAS, the City of Bellevue has available the necessary computer equipment and personnel to carry out the data system portion of said program, and

WHEREAS, said Cities are by law authorized to enter into interlocal governmental cooperative agreements,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

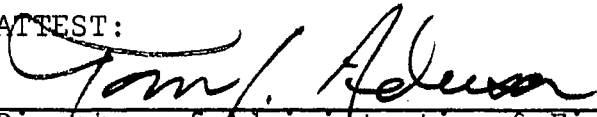
Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement between the City and the City of Bellevue for computer data services attached to the original of this Resolution and by this reference incorporated herein.

ADOPTED by a majority vote of the Kirkland City Council in regular meeting on the 19th day of May, 1975.



Mayor

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into on this 23 day of June, 1975, by and between the City of Kirkland, a Municipal Corporation and the City of Bellevue, a Municipal Corporation,

WITNESSETH THAT:

WHEREAS, The City of Kirkland in order to improve traffic safety has applied for and received Federal and State grant assistance through the Washington Traffic Safety Commission for "development of an automated program to identify specific locations or sections of streets and highways within the City of Kirkland which have high or potentially high accident experience as a basis for establishing priorities for improvement, selective enforcement or other operational practices that will eliminate or reduce the hazards so identified", and "develop an automated traffic sign inventory system", both of which shall be done in conformance with the Model Local Traffic Records System Design (OTRP Task Completion Report No. 5), and

WHEREAS, in order to develop and maintain on an effective basis such a program, the utilization of computer data systems is required, and

WHEREAS, the City of Bellevue has available the necessary computer equipment, technical and professional skills to carry out the data system portion of said program and to manually code the Street Indexing System, and

WHEREAS, said cities are by law authorized to enter into inter-local governmental cooperative agreements,

NOW, THEREFORE, the parties do mutually agree as follows:

1.0 Employment of the City of Bellevue:

The City of Kirkland hereby employs the City of Bellevue to perform the services set forth in this agreement, and the City of Bellevue

hereby accepts such employment, subject to and upon the terms and conditions set forth in this agreement.

2.0 Scope of Services:

The City of Bellevue shall perform such services as set forth in Article 3.0 of this agreement.

3.0 Responsibility of the Parties:

3.1 The City of Bellevue Shall:

1. Designate an individual to provide liaison between the City of Bellevue and the City of Kirkland.
2. Code input data required to create a Master Street Index System in accordance with the Model Local Traffic Records System Design (OTRP Task Completion Report No. 5). See Attachment "A".
3. Key punch and verify input data (crash, citation, and Street Index maintenance) required by this project.
4. Provide computer support, including computer time, materials and operations personnel required to create and operate the system.

3.2 The City of Kirkland Shall:

1. Designate a project manager for the general planning of the project, to review progress and accomplishments and to assure completion of the project.

4.0 Personnel:

The City of Bellevue has or will secure at its own expense, all personnel as required to provide services pursuant to this agreement. Such personnel shall not be employees of or have any contractual relationship with the City of Kirkland.

5.0 Financial Consideration:

Funds in the amount of \$3,585.00 have been allocated by the City of Kirkland for the performance of services heretofore described.

It is estimated that these funds will be expended solely for personnel, computer support and commodities costs incurred by the City of Bellevue during the term of the project.

6.0 Method of Payment:

6.1 The City of Kirkland shall reimburse the City of Bellevue for services performed under Article 3.1.2 at clerk typist rates and under Article 3.1.3 at keypunch operator rates. The City of Kirkland will reimburse the City of Bellevue for the computer support provided under Article 3.1.4 at the per hour CPU rate utilized by the City of Bellevue.

The City of Kirkland shall not reimburse the City of Bellevue for services other than specified above.

6.2 This is a cost reimbursement agreement. Payment equivalent to the total number of man-hours worked, computer CPU hours consumed, and commodities expended, on those tasks identified as eligible for reimbursement as provided in Article 6.1 of this agreement, shall be made on a monthly basis. Reimbursement shall not exceed the maximum contract amount of \$3,585.00.

6.3 Reimbursement shall be made at the hourly rate for equivalent City of Bellevue employees currently in effect for those persons performing the work, not to exceed the rates listed in 6.4 below.

6.4 Hourly reimbursement rates shall not exceed:

Clerk Typist, \$6.00 per hour, including overhead and benefits; Keypunch Operator, \$6.00 per hour, including overhead and benefits; reimbursement for overtime hours worked shall be at one and one-half times the rate established for the position.

6.5 Computer time is calculated at the rate utilized by the City of Bellevue, \$36.00 per hour of CPU time. This cost includes the computer operator wages, benefits and operational overhead.

6.6 Commodities expended by the City of Bellevue used in this project, including tapes, cards, forms and other consumed materials, shall be reimbursed to the City of Bellevue at cost, but shall not exceed a total of \$450.00 per year.

6.7 The City of Kirkland will act in a timely manner to reimburse the City of Bellevue upon receipt of a properly executed voucher accompanied by the validation of man-hours, and report of computer CPU hours consumed and commodities expended, as specified in Article 7.

7.0 Presentation, Review, and Acceptance of Claims for Reimbursement:

Monthly meetings will be held between the project managers of the City of Kirkland and the City of Bellevue for the purpose of reviewing progress made by both cities.

Approval of reimbursable man-hours worked will be made during the monthly progress meeting as well. The computer hours and commodities will also be reviewed for approval of reimbursement. The total man-hours worked during the previous month, by each individual eligible for reimbursement, will be presented in a form agreed upon by the City of Kirkland and the City of Bellevue.

The City of Kirkland project manager will approve all man-hour, computer hour and commodity totals with his signature after which a claim may be submitted to the City of Kirkland.

Tasks performed by the City of Bellevue shall be open to inspection by the City of Kirkland, the Washington State Traffic Commission and the National Highway Traffic Safety Administration.

8.0 Term of Agreement:

The parties hereto estimate that the duration of the project shall be twelve months unless extension is granted by the City of Kirkland and the Washington State Traffic Commission.

9.0 Termination for the Convenience of the City of Kirkland:

The City of Kirkland may terminate this agreement at any time by giving written notice to the City of Bellevue of such termination and specifying the effective date thereof at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described above shall, at the option of the City of Kirkland, become its property.

If the agreement is terminated by the City of Kirkland as provided herein, the City of Bellevue will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the City of Bellevue covered by this agreement.

10.0 Notices:

All notices, requests, demands, payments, instruction, or communication of any kind required or permitted to be given pursuant to this agreement, shall be personally delivered and received forty-eight (48) hours after deposit in the United States Mail, registered or certified mail, postage prepaid, return requested, addressed to the parties hereto at the following addresses (or substitute addresses as hereinafter specified by notice given as aforesaid):

If to the City of Kirkland: Jerry N. Webster
Sergeant
Traffic Safety Coordinator
207 Central Way
Kirkland, Wash. 98033

If to the City of Bellevue: Harold Corkrey
Deputy Chief of Police
Traffic Safety Coordinator
P. O. Box 1768
Bellevue, Wash. 98009

11.0 Construction:

It is the intention of the parties that this agreement be governed by the laws of the State of Washington. The venue of any

action brought by either party shall be in the Superior Court for King County, Washington.

12.0 Limitation of Liability - Indemnification:

Neither the City of Bellevue nor the City of Kirkland shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the City of Bellevue, the City of Kirkland, or their respective contractors.

Any and all claims that may be made by any third person as the result of any act or failure to act on the part of the City of Bellevue shall be the City of Bellevue's sole obligation and said City shall indemnify the City of Kirkland and hold harmless from any liability for any act or failure to act on the part of the City of Bellevue. Any and all claims that might arise under the Workmen's Compensation Act on behalf of the employees of the City of Bellevue, or to other persons while engaged in the performance of the duties and services contemplated (other than covered employees of the City of Kirkland) shall be the responsibility of the City of Bellevue.

13.0 Relationship Established:

All services to be performed by the City of Bellevue shall be performed as an independent contractor and the City of Bellevue shall not be considered as an employee or officer of the City of Kirkland.

14.0 Equal Employment Opportunity:

The City of Bellevue agrees to be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 23, United States Code; and all regulations promulgated thereunder.

15.0 Assignment:

The City of Bellevue shall not assign any interest in this Agreement, nor transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City of Kirkland.

In the event of such assignment, the City of Bellevue shall not be relieved of any of its duties and obligations as herein specified.

16.0 Findings Confidential:

Any reports, information, data, etc., given to or prepared or assembled by the City of Bellevue under this agreement which the City of Kirkland designates in writing as confidential shall not be made available to any individual or organization by the City of Bellevue without the prior written consent of the City of Kirkland.

17.0 Notice to Incur Expenses:

The City of Kirkland will not be responsible for any expense or costs incurred by the City of Bellevue prior to the City of Kirkland's notice that the agreement has been approved by the City of Kirkland and the City of Bellevue may begin with the work on the project.

18.0 Waiver:

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights which such party might have hereunder.

19.0 Entire Agreement:

This agreement sets forth in full the entire agreement of the parties in relation to the subject matter hereof and any other agreement, representation or understanding, verbal or otherwise, relating to the professional services of the City of Bellevue or otherwise dealing in any manner with the subject matter of this agreement is hereby deemed to be null and void and of no force and effect whatsoever. This agreement may be waived, changed, modified or amended only by written agreement executed by both of the parties hereto.

If any of the provisions of this agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

IN WITNESS WHEREOF, the City of Kirkland and the City of Bellevue
have entered into this agreement on the 23 day of June,
1975.

CITY OF KIRKLAND

Allen B. Locke
City Manager

ATTEST:

Tom J. Adams
Director of Administration & Finance
(ex officio City Clerk)

CITY OF BELLEVUE

Joe Miller
City Manager

ATTEST:

Patricia K. Weber
City Clerk

INTERIM EQUAL OPPORTUNITY ASSURANCE WITH
REGARD TO THE HIGHWAY SAFETY PROGRAM

Pursuant to the requirements of Section 22 (a) of the Federal-Aid Highway Act of 1968, City of Bellevue; Bellevue, Washington, the applicant agency, as a condition to receiving approval of this application submitted under the Federal-Aid Highway Safety Program, hereby gives its assurance that employment in connection with the subject Highway Safety Program project will be provided without regard to race, color, creed or national origin.

The applicant agency further agrees that, as a condition to receiving approval of this application, it will be subject to, and will comply with, Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 (hereinafter referred to as the Act), and all applicable requirements pursuant to the Regulations of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, which have been adopted by the Department of Transportation, and are hereinafter referred to as the Regulations), to the end that, in accordance with the Act and the Regulations, no person in the United States shall on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety program or project.

The applicant agency agrees to insert the following equal opportunity provisions in all contracts, the total amount of which equals or exceeds \$20,000, awarded by it pursuant to the subject Highway Safety Program project (the provisions may be modified to clearly identify the parties):

Employment Practices:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will permit access to his books, records and accounts by the applicant agency, the State, and the Federal Highway Administration for purposes of investigation to ascertain compliance with this nondiscrimination clause.

e. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part.

Selection of subcontractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this contract, the contractor for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, which have been adopted by the Department of Transportation, and are hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment.

c. Solicitations: In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

d. Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the applicant agency, the State, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the applicant agency, the State or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with these nondiscrimination provisions, the applicant agency shall impose such contract sanctions as it or the State or the Federal Highway Administration may determine to be appropriate, including but not limited to,


(1) withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

The applicant agency agrees that if it fails or refuses to comply with its undertaking as set forth in these provisions, the State or the Federal Highway Administration may take any or all of the following actions:

a. Cancel, terminate, or suspend in whole or in part the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

b. Refrain from extending any further Federal financial assistance to the applicant agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the applicant agency.



City Manager

City of Bellevue

Bellevue City Hall

Bellevue, Washington 98009