

RESOLUTION NO. R - 2316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY A CONTRACT WITH THE STATE OF WASHINGTON DEPARTMENT OF MOTOR VEHICLES OFFICE OF TRAFFIC RECORDS PROGRAM FOR COMPUTER SERVICES IN CONNECTION WITH AN AUTOMATED TRAFFIC SIGN INVENTORY SYSTEM.

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 traffic sign inventory system to 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 State possesses the necessary technical and professional skills to carry out the systems analysis and computer programming portion of said program;

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

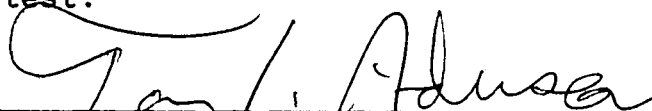
Section 1. The City Manager is hereby authorized to sign on behalf of the City of Kirkland that certain Agreement for computer services between the City of Kirkland and the State of Washington Department of Motor Vehicles Office of Traffic Records Programs in connection with the development of an automated traffic sign inventory system to be done in conformance with the model local traffic records system design (OTRP Task Completion Report No. 5). A copy of said contract is attached to the original of this Resolution.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 21st day of July, 1975.



Mayor

Attest:



Director of Administration & Finance
(ex officio City Clerk)

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into on this 22 day of July, 1975, by and between the City of Kirkland, a Municipal Corporation and the State of Washington, Department of Motor Vehicles, Office of Traffic Records Programs (hereinafter called the State),

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 traffic sign inventory system", to 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 State possesses the necessary technical and professional skills to carry out the systems analysis and computer programming portion of said program, and

WHEREAS, the City and the State 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 State:

The City of Kirkland hereby employs the State to perform the services set forth in this agreement, and the State hereby accepts such employment, subject to and upon the terms and conditions set forth in this agreement.

2.0 Scope of Services:

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

3.0 Responsibility of the Parties:

3.1 The State Shall:

1. Designate an individual to provide liaison between the State and the City of Kirkland.
2. Provide the systems analysis, computer programming, and customary documentation compatible with the computer programs identified in the Sign Inventory Sub-System portion of the Roadway Component defined by the Model Local TRS Design Manual.

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.
2. Provide a written record of the physical inventory that represents the traffic signs the City desires to be included in the Sign Inventory System.
3. Provide the computer support, including computer time, materials and operations personnel required to create computer programs and files.

4.0 Personnel:

The State 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 \$4,400.00 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 costs incurred by the State during the term of the project.

6.0 Method of Payment:

6.1 The City of Kirkland shall reimburse the State for services performed under Article 3.1.2 at design programmer and computer system analyst IV rates.

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

6.2 This is a cost reimbursement agreement. Payment equivalent to the total number of man-hours worked 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 \$4,400.00.

6.3 Reimbursement shall be made at the hourly rate for equivalent State 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:

Design programmer, \$8.00 per hour, including the actual cost of employee benefits; Computer systems analyst IV, \$10.00 per hour, including the actual cost of employee benefits.

6.5 The City of Kirkland will act in a timely manner to reimburse the State upon receipt of a properly executed voucher accompanied by the validation of man-hours 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 State for the purpose of reviewing progress.

Approval of reimbursable man-hours worked will be made during the monthly progress meeting as well. 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 State.

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

Tasks performed by the State 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 three 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 State 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.

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If the agreement is terminated by the City of Kirkland as provided herein, the State 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 State 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: Einar M. Peterson
City Engineer
City of Kirkland
210 Main Street
Kirkland, WA 98033

If to the State: Mr. Samuel J. Mayo
Traffic Records Program
Department of Motor Vehicles
Olympia, WA 98504

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.

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12.0 Limitation of Liability - Indemnification:

Neither the State 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 State, 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 State shall be the State's sole obligation and said State shall indemnify the City of Kirkland and hold harmless from any liability for any act or failure to act on the part of the State. Any and all claims that might arise under the Workmen's Compensation Act on behalf of the employees of the State 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 State.

13.0 Relationship Established:

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

14.0 Equal Employment Opportunity:

The State 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 State 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 State 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 State 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 State 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 State prior to the City of Kirkland's notice that the agreement has been approved by the City of Kirkland and the State 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 State 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.

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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 State have entered into this agreement on the 22 day of July, 1975.

CITY OF KIRKLAND

Allen B. Locke
City Manager

ATTEST:

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

State of Washington
Department of Motor Vehicles
Office of the Washington State Traffic Records Program

BY: Jack G. Nelson
Jack G. Nelson, Director
Department of Motor Vehicles

Approved as to Form

BY: R. Timothy O'Neil
~~R. Timothy O'Neil~~ JEFFREY O'NEIL
Assistant Attorney General

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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, 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.

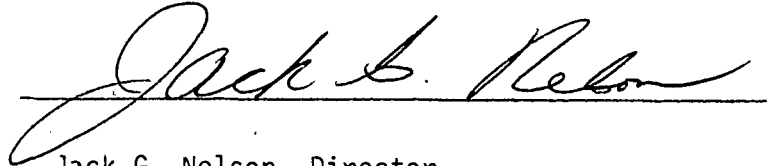
e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with these nondiscrimination provisions, the applicant agency shall impose such contract sanctions as it or the State or the Federal Highway Administration may determine to be appropriate, including but not limited to,

- (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.



Jack G. Nelson, Director
State of Washington
Department of Motor Vehicles
Office of Traffic Records Programs

75-613-93.2-4A

July , 1975