

RESOLUTION R-3863

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF KIRKLAND, REDMOND, BELLEVUE, MERCER ISLAND, ISSAQUAH, BOTHELL AND WOODINVILLE FOR THE PURPOSE OF COORDINATING THE EASTSIDE CITIES' PLANS AND CONTRACTS UNDER THE COMMUTE TRIP REDUCTION ACT OF 1991.

Whereas, the Washington State Legislature enacted the Commute Trip Reduction Act of 1991 to require local governments in those counties experiencing the greatest automobile related air pollution and traffic congestion to develop and implement plans to reduce vehicle miles travelled per employee and single occupant vehicle commute trips; and

Whereas, local jurisdiction commute trip reduction plans are required to be coordinated and consistent with plans of adjacent jurisdictions and applicable regional plans; and

Whereas, the parties hereto are authorized to enter into this Agreement to coordinate the development and implementation of their plans, pursuant to RCW 70.94.527(6) and Chapter 39.34 RCW, the Interlocal Cooperation Act; and

Whereas, the attached Agreement will enable the parties hereto to coordinate the development and implementation of their respective commute trip reduction ordinances and plans; provide for the management of the parties' respective implementation agreements with the Department of Metropolitan Services, Metropolitan King County; and achieve cost savings and efficiencies through such joint action,

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager of the City of Kirkland is hereby authorized to execute on behalf of the City an Eastside Cities Commute Trip Reduction Interlocal Agreement substantially in the form of the Agreement attached hereto as Exhibit A.

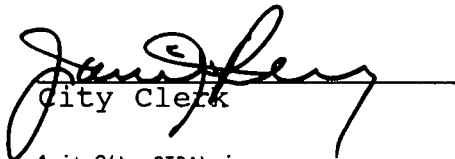
Passed by majority vote of the Kirkland City Council in regular, open meeting this 15th day of February, 1994.

Signed in authentication thereof this 15th
day of February, 1994.



MAYOR PRO TEM

Attest:



City Clerk

1city94\r-CTRA\rjp:nmw

Exhibit "A" to R-3863

EASTSIDE CITIES COMMUTE TRIP REDUCTION
INTERLOCAL AGREEMENT

This Agreement is entered into this ____ day of _____, 1994 by and between the following public agencies pursuant to the authority granted in Chapter 39.34 RCW: The Cities of Bellevue, Redmond, Kirkland, Mercer Island, Issaquah, Bothell and Woodinville. The City of Kirkland will be referred to herein as the Lead Agency and the other members signatory hereto will be referred to as "Members" or "Member jurisdictions." The City of Kirkland is also a Member.

1. Purpose. The purposes of this Agreement are to provide a basis and means for the Member jurisdictions to coordinate the development and implementation of their respective commute trip reduction ("CTR") ordinances and plans consistent with Chapter 70.94 RCW; to provide for the management of the Member jurisdictions' respective commute trip reduction implementation agreements with the Municipality of Metropolitan Seattle, now the Department of Metropolitan Services, Metropolitan King County ("Metro"); and to achieve cost savings and efficiencies which may be gained through such joint action.

2. Definitions. The following definitions shall apply for purposes of this agreement:

"Affected Employer" means an employer required by

ATTACHMENT 1

FILE NO. (X-04-10)

RCW 70.94.521 and a Member jurisdiction's CTR Plan to implement a CTR program (see also "major employer").

"Commuter Trip Reduction Plan (CTR Plan)" means a plan adopted by a Member jurisdiction designed to reduce the proportion of single occupant vehicle commute trips and vehicle miles traveled per employee, as described in RCW 70.94.527.

"Commuter Trip Reduction Program (CTR Program)" means a program designed by an affected employer to reduce the proportion of single occupant vehicle commute trips and the commute trip vehicle miles traveled by employees at a worksite, as described in RCW 70.94.531.

"CTR Funds" means state funds authorized by RCW 70.94.544 and Section 301 of the Natural Resource biennial budget to help counties and cities implement commuter trip reduction plans.

"Major Employer" means a private or public employer that employs one hundred or more full-time employees at a single worksite who begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays for at least twelve continuous months during the year, as provided in RCW 70.94.521 (herein also known as an "affected employer").

"Metro" means the Department of Metropolitan Services, Metropolitan King County (formerly the Municipality of Metropolitan Seattle).

3. Organization.

3.1 Lead Agency. The City of Kirkland shall serve as the Lead Agency. The Lead Agency shall:

- a. Manage and review Metro CTR contracts with Member jurisdictions and serve as each Member's administrative representative to Metro for matters pertaining to Metro CTR Contracts.
- b. Coordinate quarterly meetings of the Joint Committee created below and facilitate Committee discussions on CTR implementation issues.
- c. Provide administrative and secretarial support to the Joint Committee.
- d. Collect CTR funds from each Member jurisdiction and from those funds pay Metro according to a predetermined schedule and pay for other CTR related activities.
- e. Manage the commute trip reduction budget for consultant related activities.
- f. Invoice each Member jurisdiction for its predetermined share of costs associated with participation in this Interlocal Agreement.
- g. File certified copies of this Agreement with the King County Records and Elections Division, and the Washington State Secretary of State.
- h. In the event a new Lead Agency is appointed by the Joint Committee, the former Lead

Agency shall transfer Joint Committee-owned funds, equipment and property in its possession to the new Lead Agency.

3.2 Joint Committee.

a. A Joint Committee known as the "Eastside Cities Commute Trip Reduction Joint Committee" is hereby established and shall be composed of one voting representative designated by each Member jurisdiction. A quorum at any meeting of the Joint Committee shall consist of a simple majority of Committee membership; provided however, the Lead Agency must be present for there to be a quorum. All actions authorized by vote of the Joint Committee shall require approval of a majority of those present; provided however, adoption of an annual budget or any modification thereto, shall require unanimous approval of those present. Each year's annual budget, including each Member's share of budget expenses, shall be approved by the Joint Committee no later than November 1 of the preceding year. All Committee members shall have one equal vote. There shall be no voting by proxy, however a Committee member may designate an alternate who may represent a Member jurisdiction in the Committee member's absence. The Joint Committee shall have responsibility for formulating policy, procedures and (subject to the

budgetary constraints of Member jurisdictions) establishing budgets and acquiring, holding and disposing of property purchased or obtained by the Joint Committee for the purpose of administering this Agreement. The Joint Committee may at any time, vote to appoint a new Lead Agency; provided however, any such action shall allow for an orderly transfer of Lead Agency duties.

b. The Joint Committee shall meet at least quarterly to administer this Agreement. The Lead Agency shall provide each Committee member, in writing by mail, facsimile transmission, or personal delivery, at least ten (10) calendar days advance notice of any meeting of the Joint Committee; provided however, a written waiver of such notice, signed by the person entitled to such notice, whether before or after the time at which the notice is required to be given, shall be equivalent to giving such notice.

c. The Joint Committee is authorized but not required by RCW 39.34.030(4)(b) to establish a special fund with the Lead Agency's treasurer designated as "Operating Fund Of The Eastside Cities Commute Trip Reduction Joint Committee" (hereinafter "Fund"). The Fund may be used for the purpose of depositing the periodic payments of each Member's CTR funds, annual monetary

contributions or any other monies received by or on behalf of the Joint Committee. CTR funds accumulated in the Fund shall be utilized to pay Metro in accordance with Section 4.3 hereinbelow. Other monies accumulated in the Fund shall be utilized to reimburse Lead Agency costs and expenses in accordance with Sections 4.1 and 4.2 hereinbelow. Any interest accruing in the Fund shall be retained for the benefit of the Fund. The Fund shall be subject to audit by the State Auditor on a periodic basis.

4. Responsibilities of Members.

4.1 Each Member jurisdiction to this Agreement agrees to pay the Lead Agency for such Member jurisdiction's proportionate share of costs invoiced as provided in Section 3.1 above, based on such Member's share of East King County's total CTR allocation as determined by King County. While the Lead Agency has responsibilities under this Agreement relating to the administration of the CTR funds, the Lead Agency is also a Member, and shall pay its proportionate share of costs invoiced as provided in Section 3.1 above, based on such Member's share of East King County's total CTR allocation as determined by King County. For the calendar year 1994 there shall be two payments, which payments shall be due in March and September. The due dates for payments due in the calendar year 1995 and in

any subsequent years, shall be as established by the Joint Committee.

4.2 The costs identified in Section 4.1 above shall be to reimburse the Lead Agency for the following expenses:

- staff time for managing commute trip reduction activities; facilitating Joint Committee meetings; and other duties as needed.
- payments to other Member jurisdictions and consultants of the Joint Committee for CTR related activities, including employer outreach campaign.

4.3 Each Member jurisdiction shall pay to the Lead Agency, and the Lead Agency shall in turn pay to Metro, the Member jurisdiction's CTR Funds authorized by RCW 70.94.544 and §301 of the Natural Resources biennial budget, to the extent such Member's CTR funds are required to be paid to Metro pursuant to Metro CTR contracts with such jurisdictions. Upon receipt of such funds from the respective Member jurisdictions, the Lead Agency shall pay such funds to Metro in accordance with the Member jurisdiction's implementation agreement with Metro. If the Lead Agency fails to make payment to METRO of any such funds as required by this Agreement, and the Member is required, under the terms of its agreement with METRO

to make such payment to METRO directly, the Lead Agency shall either reimburse the Member for the CTR Funds paid to the Lead Agency that were not paid to METRO, or the Lead Agency shall provide the Member with a credit for the Member's next payment to METRO.

4.4 1994 Allocation and Expenditures. Appended hereto as Attachment 1 is an itemization of the Member jurisdictions' CTR Allocations for 1993-94 and their projected expenditures for 1994 for Metro contract services, Lead Agency staff time, Redmond staff time, and employer outreach. Projected expenditures for years subsequent to 1994 shall be determined annually by the Joint Committee.

4.5 Annual Reimbursement. The Lead Agency shall, pursuant to approval of the Joint Committee, annually reimburse Member jurisdictions their proportionate shares of unexpended funds, if any, from the preceding year based on each such Member's share of East King County's total CTR allocation as determined by King County for the year such funds were unexpended; provided, however, a Member entitled to reimbursement may direct the Lead Agency to instead apply such amount as a credit towards such Member's subsequent financial obligations under Section 4 of this Agreement.

5. Effective Date, Duration, Termination and Withdrawal.

5.1 Effective Date. This Agreement shall be

effective upon execution by each party's appropriate authority and filing with the King County Records and Elections Division, Snohomish County Auditor, Washington State Energy Office, and Washington State Secretary of State.

5.2 Duration. The duration of this Agreement shall be indefinite unless terminated as provided herein.

5.3 Termination. This Agreement may be terminated at any time upon the mutual agreement of all Member jurisdictions participating in this Agreement.

5.4 Withdrawal. The Lead Agency or any other participating Member jurisdiction may withdraw from this Agreement without terminating the entire Agreement by giving notice to the Lead Agency at least thirty (30) days prior to the end of the calendar year. Said withdrawal shall become effective on the last day of such calendar year. The withdrawing Lead Agency or Member shall thereby relinquish all rights to any reserve funds, equipment, or materials purchased or accepted by the Joint Committee as in-kind contributions through this Agreement. This shall not apply to any equipment or materials contributed without charge which shall revert to the contributor upon termination. The Lead Agency will provide to a withdrawing Member copies of all records in its possession relating to such withdrawing Member's participation in this

Agreement. A decision to withdraw will not relieve the withdrawing Member of liability incurred prior to withdrawal. Upon withdrawal of any Member jurisdiction, each remaining Member's proportionate share of costs for the following year to be invoiced pursuant to Subsection 3.1.f. above, shall be calculated based on the number of Affected Employers located within each such remaining Member's jurisdiction, compared with the total number of Affected Employers located in all remaining Member jurisdictions.

5.5 Withdrawal by Lead Agency. If the Lead Agency withdraws, a special meeting of the Joint Committee will be called to appoint a new Lead Agency, arrange for the transfer of funds and take such other action as may be necessary for an orderly transfer of duties.

6. Disposition of Property upon Termination.

6.1 Upon termination of this agreement, all property acquired during the life of the agreement shall be disposed of in the following manner unless the Lead Agency or Member has relinquished its rights as provided above.

6.2 All property contributed without charge by each Member shall revert to the contributor.

6.3 All property purchased after the effective date of this Agreement shall be distributed based upon the percentage of the total annual charges, excluding

CTR fund payments, assessed by the Joint Committee during the period of this Agreement and paid by each Member or Lead Agency.

6.4 All unexpended or reserved funds shall be distributed to Member jurisdictions based on the percentage total annual charges assessed by the Joint Committee during the period of this Agreement and paid by each Member jurisdiction or Lead Agency.

7. Hold Harmless. If a claim, demand, or cause of action arises from the negligent act or failure to act, or intentional wrongful act of one of the Members or its agents or employees, that Member shall indemnify, defend and hold the other Members harmless except to the extent that the harm complained of arises from the negligence or other fault of another Member; provided however, that except for acts or omissions which are dishonest, fraudulent, criminal or malicious, or which constitute gross negligence, any loss or liability resulting from the acts or omissions of the Lead Agency and/or its agents or employees, while acting within their scope of authority under this Agreement shall be borne by the Member jurisdictions in the same proportion as their respective shares of costs are determined under this Agreement. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

8. Amendments. This Agreement may be amended only by written agreement of the legislative bodies of all the Member jurisdictions hereto.

9. Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by all parties hereto.

10. Severability. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY OF BELLEVUE

Approved as to Form:

By _____
Its _____
Date: _____

City Attorney

CITY OF REDMOND

Approved as to Form:

By _____
Its _____
Date: _____

City Attorney

CITY OF KIRKLAND

Approved as to Form:

By _____
Its _____
Date: _____



City Attorney

CITY OF MERCER ISLAND

Approved as to Form:

By _____
Its _____
Date: _____

City Attorney

CITY OF ISSAQUAH

Approved as to Form:

By _____
Its _____
Date: _____

City Attorney

CITY OF BOTHELL

Approved as to Form:

By _____
Its _____
Date: _____

City Attorney

CITY OF WOODINVILLE

Approved as to Form:

By _____
Its _____
Date: _____

City Attorney

rjp\commute\nmw

EAST KING COUNTY JURISDICTIONS

COMMUTE TRIP REDUCTION LAW EASTSIDE EXPENDITURES FOR 1994

	Total	<u>Bellevue</u>	<u>Bothell</u>	<u>Issaquah</u>	<u>Kirkland</u>	<u>M.Island</u>	<u>Woodinville</u>	<u>Redmond</u>
CTR 1993-94 ALLOCATION	\$222,438	\$93,658	\$17,561	\$13,658	\$29,268	\$5,854	\$7,805	\$54,634
Percentage	100.0%	42.1%	7.9%	6.1%	13.2%	2.6%	3.5%	24.6%
Total affected sites	114	48	9	7	15	3	4	28
Metro Contract Services	\$157,867	\$66,479	\$12,465	\$9,695	\$20,775	\$4,155	\$5,540	\$38,779
Lead Agency Staff Time	\$11,390	\$4,796	\$899	\$699	\$1,499	\$300	\$400	\$2,798
Redmond Staff Time	\$2,675	\$1,126	\$211	\$164	\$352	\$70	\$94	\$657
Employer Outreach	\$13,000	<u>\$5,474</u>	<u>\$1,026</u>	<u>\$798</u>	<u>\$1,711</u>	<u>\$342</u>	<u>\$456</u>	<u>\$3,193</u>
Total Projected Expenditures	\$184,932	\$77,875	\$14,602	\$11,357	\$24,336	\$4,867	\$6,490	\$45,427

01-Feb-94