

RESOLUTION R- 4013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES TO THE EASTSIDE CITIES COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT.

Whereas, the parties to this Memorandum of Understanding are parties to the Eastside Cities Commute Trip Reduction Interlocal Agreement ("Agreement"); and

Whereas, the current parties to the Agreement have deemed it necessary and desirable to enter into a Memorandum of Understanding amending that Agreement; and

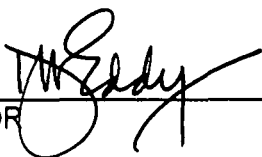
Whereas, the parties hereto are authorized to enter into this Memorandum of Understanding pursuant to RCW 70.94.527(6) and RCW 39.34, the Interlocal Cooperation Act,

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

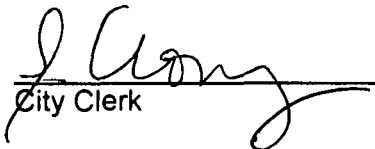
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City a Memorandum of Understanding between the parties to the Agreement substantially in the form of the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 21 day of May, 1996.

Signed in authentication thereof this 21st day of May, 1996.


MAYOR

Attest:


Deputy City Clerk

may96\NR-ECCTR

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES TO THE
EASTSIDE CITIES COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT**

This Memorandum of Understanding is entered into this _____ day of _____, 1996, by and between the following public agencies who are parties to the Eastside Cities Commute Trip Reduction Interlocal Agreement; the Cities of Bellevue, Redmond, Kirkland, Mercer Island, Issaquah, Bothell and Woodinville. The parties to this Agreement will be referred to herein as "Members." The Eastside Cities Commute Trip Reduction Interlocal Agreement will be referred to herein as the "Agreement." A copy of the Agreement is attached hereto as Exhibit A.

1. Purpose.

The purpose of this Memorandum of Understanding is to adjust the respective rights and responsibilities of the Members for the calendar year of 1996. Specifically, the Members desire to eliminate the role of the "Lead Agency" in the Agreement for the 1996 calendar year. This Memorandum of Understanding specifies the rights and responsibilities of the Members resulting from the elimination of the "Lead Agency" format for 1996.

2. Elimination of "Lead Agency" for 1996.

The "Lead Agency" role, as set forth in the Agreement, is hereby eliminated for the 1996 calendar year. The City of Kirkland, the Lead Agency prior to execution of this Memorandum of Understanding, shall be a Member for the 1996 calendar year.

3. Scope of This Memorandum of Understanding.

To the extent that the provisions of this Memorandum of Understanding conflict with the Agreement, this Memorandum of Understanding controls. The Agreement remains in full force and effect with regard to issues not addressed by this Memorandum of Understanding. This Memorandum of Understanding shall automatically terminate on December 31, 1996 unless terminated sooner by unanimous written agreement of the Members. Upon termination of this Memorandum of Understanding, the City of Kirkland shall be the Lead Agency pursuant to the Agreement unless the Members unanimously agree otherwise in writing.

4. Allocation of Responsibilities.

The responsibilities of the Lead Agency, as set forth in the Agreement, shall be allocated among the Members as follows for the 1996 calendar year:

- a. It shall be the responsibility of each Member to manage and review the Metro CTR contracts to which they are a party. In addition, each Member shall

serve as its own Administrative Representative to Metro for matters pertaining to Metro CTR contracts.

b. The City of Kirkland, or any other Member as agreed to by the Members, shall coordinate quarterly meetings of the Joint Committee created in the Agreement and facilitate committee discussions on CTR implementation issues.

c. Each member shall be equally responsible for providing administrative and secretarial support to the Joint Committee.

d. Each Member shall be responsible for managing their own Commute Trip Reduction Budget for consultant related activities.

e. Each Member shall be responsible for submitting its own invoice to Metro for costs associated with participation in the Agreement.

f. The Members anticipate that during 1996 there will be no need to perform the Lead Agency duties set forth in paragraphs 3.1(d), 3.1(f), 3.1(g), 3.1(h), 4.1, 4.2, 4.3, 4.4, and 4.5 of the Agreement. If it becomes necessary to perform such duties during 1996, the Members shall allocate those duties by subsequent agreement.

g. Any of the responsibilities of the Lead Agency not expressly allocated in this Memorandum of Understanding shall be borne by all Members equally or allocated among the Members by subsequent, unanimous written agreement.

5. Meetings of the Joint Committee

Under paragraph 3.2(a) of the Agreement, a quorum shall consist of a simple majority of Joint Committee membership. The City of Kirkland, or any other Member as agreed to by the Members, shall provide notice of Joint Committee meetings to each Member in accordance with the provisions of paragraph 3.2(b) of the Agreement.

IN WITNESS WHEREOF, this Memorandum of Understanding 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