

RESOLUTION NO. R- 4065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE KING COUNTY DEPARTMENT OF TRANSPORTATION ("KING COUNTY") AND THE CITY OF KIRKLAND ("CITY"), HEREINAFTER JOINTLY REFERRED TO AS THE "PARTIES," FOR THE PURPOSE OF IMPLEMENTING THE WASHINGTON STATE COMMUTE TRIP REDUCTION ACT OF 1991.

WHEREAS, the Washington State Legislature enacted the Commute Trip Reduction Act (Chapter 202, Laws of 1991, codified as RCW 70.94.521-551) 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 traveled per employee and single occupant vehicle commute trips; and

WHEREAS, the City has within its boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(6); and

WHEREAS, the King County Code 28.94.110 authorizing the execution and administration of agreements with state and local agencies for assistance in implementing the Commute Trip Reduction Act; and

WHEREAS, the 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 City and King County desire to implement the Commute Trip Reduction Act consistent with the guidelines established by the state Commute Trip Reduction Task Force and with King County and other cities within the county; and

WHEREAS, the City can achieve cost efficiencies and administration consistency by contracting with King County for CTR implementation;

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 Interlocal Agreement substantially similar to that attached as Exhibit A.

PASSED by majority vote of the Kirkland City Council on the 4 day of March, 1997.

SIGNED IN AUTHENTICATION thereof on the 4 day of March, 1997.

\_\_\_\_\_  
Mayor Pro Tem

Attest:

\_\_\_\_\_  
City Clerk

## COMMUTE TRIP REDUCTION ACT IMPLEMENTATION AGREEMENT

An Agreement between the King County Department of Transportation (hereinafter called "King County ") and the City of Kirkland ("City"), hereinafter jointly referred to as the "Parties," for the purpose of implementing the Washington State Commute Trip Reduction Act of 1991.

WHEREAS, the Washington State Legislature enacted the Commute Trip Reduction Act (Chapter 202, Laws of 1991, codified as RCW 70.94.521-551) 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 traveled per employee and single occupant vehicle commute trips; and

WHEREAS, the City has within its boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527 (6); and

WHEREAS, the King County Code 28.94.110 authorizes the execution and administration of Agreements with state and local agencies for assistance in implementing the Commute Trip Reduction Act; and

WHEREAS, the 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 City and King County desire to implement the Commute Trip Reduction Act consistent with the guidelines established by the state Commute Trip Reduction Task Force and with King County and other cities within the county; and

WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with King County for CTR implementation;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, it is hereby agreed:

### SECTION 1.0 PURPOSE.

The purpose of this Agreement is to assign certain tasks to be undertaken by King County on behalf of the City to implement the CTR Act.

### SECTION 2.0 DEFINITIONS.

The following definitions shall apply for purposes of this Agreement:

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**"Administrative Representative"** means the primary administrative contact for issues related to this Agreement as designated in Section 3.5 of the Agreement.

**"Affected Employer"** means an employer required by RCW 70.94.521 and the City's CTR Plan to implement a CTR program (see also "major employer").

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

**"Commute 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 Resources biennial budget to help counties and cities implement commute 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 are scheduled to 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").

**"State"** is the Washington State Department of Transportation (WSDOT) unless otherwise noted.

### SECTION 3.0 SCOPE OF WORK.

- 3.1 **Scope of Work:** The Scope of Work to be completed by King County and the City in accordance with this Agreement is described in Exhibit A: Scope of Work, which by reference is made a part of this Agreement. Funds provided by the City to King County under this Agreement shall be used solely for activities undertaken to fulfill the provisions of the Scope of Work as provided in Exhibit A.
- 3.2 **Regional Cooperation:** Some tasks in the Scope of Work are subarea or county-wide and assume that the City will participate with other contracting cities and try to the extent possible to develop policies and products consistent throughout the county to take advantage of economies of scale and cost efficiencies.
- 3.3 **Schedule:** The schedule for tasks is indicated in Exhibit A: Scope of Work. A quarterly review of progress to date and anticipated activities will be held with administrative representatives. On-going review of issues and materials will be conducted with the administrative representative.

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**3.4 Project Organization:** The contract-funded position will conduct contractual activities for the jurisdiction. The position will work in a single division which includes other contract staff and report to the CTR Services Supervisor.

**3.5 Administrative Representatives:** King County and the City shall each designate an administrative representative for matters pertaining to this Agreement.

King County shall be represented by the Manager of Service Development or his designee. The City shall be represented by the Director of Planning or his/her designee.

**3.6 State Requirements:** At the request of the City, King County shall provide information to the State for monitoring or evaluation activities as outlined in the Interlocal Agreement.

**SECTION 4.0 DISBURSEMENT OF FUNDS.**

**4.1 Budget:** The budget for work to be performed through December 31, 19967 is specified in Exhibit B.

**4.2 Equipment:** Equipment to be purchased under this Agreement shall be used exclusively for the purpose of CTR administration for the City and other jurisdictions in King County. King County shall own all such equipment and maintain it at no additional cost to the City.

**4.3 Payment Process:** King County shall submit the City's invoice and a quarterly progress report per the schedule indicated below. The City shall make payment to King County within 30 days of receipt of the invoice.

Payment	Fixed Labor Payment	Invoice Submitted No Earlier Than:
1st payment	\$ 8,849.25	March 31, 1997
2nd payment	\$ 8,849.25	June 30, 1997
3rd payment	\$ 8,849.25	September 30, 1997
Final payment	<u>\$ 8,849.25</u>	December 31, 1997
Total	\$ 35,397.00	

**4.4 Payment Amount:** Each payment shall consist of the fixed labor amount specified above in Section 4.3 plus reimbursement of (1) workshop expenses and (2) other actual non-labor expenses. The City shall pay 6.6% of the actual non-labor expenses, which expenses are not expected to exceed \$4,879.00. In addition, the City shall pay a percentage share of workshop expenses based on the percentage of total registrants for the workshop representing worksites in the City.

The workshop expenses to be shared by the City shall consist of a fixed labor element plus actual non-labor expenditures. The fixed labor element shall be as follows:

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- ETC Orientation \$120.00 fixed labor charge per workshop
- Program Implementation \$170.00 fixed labor charge per workshop
- Survey Briefing \$135.00 fixed labor charge per workshop

**SECTION 5.0 AUDITING OF RECORDS, DOCUMENTS, AND REPORTS.**

The State Auditor and any of its representatives shall have full access to and the right to examine during normal business hours and as often as the state Auditor may deem necessary, all the records of the City and King County with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

**SECTION 6.0 EQUAL EMPLOYMENT OPPORTUNITY.**

King County agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination.

**SECTION 7.0 WOMEN AND MINORITY BUSINESS ENTERPRISE.**

King County agrees to abide by the terms of King County Ordinance 12026 in the procurement of materials, supplies, consultant or other services undertaken in the performance of this Agreement.

**SECTION 8.0 WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representatives of the County, and attached to the original Agreement.

**SECTION 9.0 SEVERABILITY.**

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect if such remainder continues to conform to the terms and requirements of applicable law and the intent of this Agreement.

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**SECTION 10.0 INDEMNIFICATION AND HOLD HARMLESS.**

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement. Each Party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents or employees, while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other Parties harmless from any such liability. In the case of negligence of multiple Parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Parties in proportion to the percentage of negligence attributable to the other Parties.

The City acknowledges it is solely responsible for its compliance with the CTR Act, and for the adoption, implementation, and enforcement of any ordinances, plans, and programs related to the CTR Act. The City shall indemnify and hold King County harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits at law of equity, actions, penalties, losses, damages, or costs arising out of, in connection with, or incidental to any act or omission of the City or any of its officers, employees, subcontractors or agents in adopting or enforcing any ordinances, plans and programs related to the CTR Act.

The Parties hereto acknowledge that the State of Washington is not liable for damage or claims from damages arising from any act or omission of King County or the City under this Agreement.

**SECTION 11.0 AGREEMENT PERIOD.**

This Agreement is effective from January 1, 1996. The expiration date for purposes of performing substantive work as described in Exhibit A (Scope of Work) and for incurring costs is December 31, 1997, and for final accounting purposes is January 31, 1998, unless the Parties agree to an extension. Termination of this Agreement does not relieve any of the Parties from any obligations incurred through the date of termination as a result of this Agreement.

**SECTION 12.0 AGREEMENT MODIFICATIONS.**

This Agreement may be amended, altered, clarified or extended only by written Agreement of the designated administrative representative of the City and King County.

**SECTION 13.0 TERMINATION.**

**13.1** Either Party to this Agreement may terminate the Agreement, in whole or in part, upon thirty (30) days advance written notice of the termination to the other Party. If this Agreement is so terminated prior to fulfillment of the terms stated herein, King County shall be reimbursed for all actual direct and related indirect expenses and non-cancellable obligations incurred to the date of termination.

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13.2 If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold CTR Grant Funds allotted to the City pursuant to RCW 79.94.544 then either Party may terminate this Agreement by giving thirty (30) days advance written notice to the other Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first above mentioned.

Approved as to form:

KING COUNTY:

By \_\_\_\_\_  
Attorney for King County

By \_\_\_\_\_  
Director, Department of Transportation

Approved as to form:

CITY OF KIRKLAND

By \_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
Mayor

OR: \_\_\_\_\_

**City of Kirkland  
1997 CTR Contract  
Scope of Work**

<b>I. Work activities required by CTR Ordinance</b>	<b>Schedule</b>
A. Notification of new sites	First quarter and as needed
1. Review business licenses for potential sites	
2. Identify contact for potential sites	
3. Send notification inquiry	
4. Confirm status	
B. Survey	First quarter
Goal measurement sites (11) (mandatory)	
1. Alert employer to survey timeline	
2. Send out survey timeline	
3. Track survey completion and processing	
4. Send survey results to employer	
5. Meet to discuss results	
C. Implementation monitoring - first year sites (1)	Per ordinance schedule by site
1. Send reminder letter of implementation deadline	
2. Make site visit within 30 days of deadline	
D. Program Review	Fourth quarter and per ordinance schedule by site
Original Program submittal sites (1)	
First year sites (1)	
Second year (goal measurement) sites (3)	
Third year sites (2)	
Fourth year sites (goal measurement) (8)	
1. Remind employers of submittal deadlines	
2. Monitor program report receipt	
3. Review and recommend to jurisdiction	
4. Generate approval letter	
E. Exceptions	As needed
1. Inform new sites about exceptions	
2. Receive and review and process requests	
3. Review with jurisdiction for decision	
F. Records maintenance	On-going
1. Maintain database and master file records on all affected sites	
2. Provide required information to WSDOT and King County as needed	
3. Provide quarterly report information for state funds billing	





**III. Additional Activities****Schedule****TMP Services: 15 TMP-Conditioned Sites****A. Surveys**

1. Survey briefings with Transportation Coordinators (TCs)
2. Surveying
3. Site analysis

**B. Training**

1. TMP Program Implementation

**C. Implementation**

1. Site Assistance
2. TMP monitoring and evaluation
3. Trimester promotions (coordinated with CTR schedule)
4. Commuter event assistance
  - A. Provide promotional flyer template on disk
  - B. Provide materials and event planning assistance as needed (up to 10 sites)
  - C. Attend commuter event at up to six sites

**D. TMP Review**

1. Assist in program development for new TMP conditioned sites

**City of Kirkland**  
**1997 Budget Summary**

**Exhibit B**

<b>1996/1997 Estimated Annual CTR Allocation:</b>	<b>\$31,968</b>	15 sites
<b>TMP Budget:</b>	<u><b>\$8,400</b></u>	15 TMP sites
	<b>\$40,368</b>	

Contract Period: 1/1/97 to 12/31/97

**1997**

	<b>1997</b>	<b>TMP 1997</b>	
ETR FTE percentage	47.5%		
Fixed ETR Labor	\$22,627	\$4,351	
Survey Labor	\$930	\$1,140	
Indirect Labor @ .21858	<u>\$5,149</u>	<u>\$1,200</u>	
Total Fixed Labor	\$28,706	\$6,691	\$35,397
<b>Estimated Reimbursables:</b>			
Services, Materials & Supplies 1)	\$1,965	\$1,215	
Survey materials and mailing cost 2)	<u>\$157</u>	<u>\$157</u>	
	\$2,122	\$1,372	\$3,494
<b>Estimated Workshop Costs:</b>			
ETC Orientation 3)	\$225		
PI Workshop 3)	\$300		
Survey Briefing 4)	\$300		
TMP Workshop		<u>\$560</u>	
	<u>\$825</u>	<u>\$560</u>	\$1,385
<b>Total</b>	<b>\$31,653</b>	<b>\$8,623</b>	<b>\$40,276</b>

1) Graphic services, supplies and miscellaneous operating costs which include temporary clerical, printing of materials, postage, office rent, car parking charges, etc.

2) Survey packing materials, mailing and courier costs.

3) Training includes one (1) each quarter, county-wide sessions:

ETC Orientation (\$30/ea) and PI & Promo Workshop (\$40/ea); registrants calculated using a 50% rate for training required from ETC turnover and new sites' ETCs.

4) Survey Briefing for up to 25 attendees/sites. Assumes no cost for facility and will be held at employer or city facility.