

RESOLUTION NO. R- 4276

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 16th day of January, 2001.

SIGNED IN AUTHENTICATION thereof on the 16th day of January, 2001.

Mayor

Attest:

City Clerk

Exhibit A, Page 1

## 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:

**"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 "Attachment 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 Attachment 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 Attachment 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.

## Exhibit A, Page 3

- 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 Sales and Customer Services or his designee. The City shall be represented by the Director of Public Works 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 June 30, 2001, is specified in Attachment 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 Payment      | Invoice Submitted No Earlier Than: |
|-------------------------|--------------------|------------------------------------|
| 1 <sup>st</sup> payment | \$12,546.00        | March 31, 2001                     |
| 2 <sup>nd</sup> payment | <u>\$12,546.00</u> | June 30, 2001                      |
| Total                   | \$25,092.00        |                                    |

- 4.4 Payment Amount:** Each payment shall consist of the fixed amount specified above in Section 4.3 plus reimbursement of workshop expenses estimated to be \$954.00. 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:

- ETC Orientation                      \$238.00 fixed labor charge per workshop
- Program Implementation              \$238.00 fixed labor charge per workshop

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- Survey Briefing \$153.00 fixed labor charge per workshop
- Additional Workshops \$34.00 fixed labor charge per hour for King County trainers

### **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 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 8.0 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.

### **SECTION 9.0 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 10.0 AGREEMENT PERIOD**

This Agreement is effective from January 1, 2001. The expiration date for purposes of performing substantive work as described in Attachment A (Scope of Work) and for incurring costs is June 30, 2001, and for final accounting purposes is July 31, 2001, 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 11.0 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 12.0 TERMINATION**

- 12.1** 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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- 12.2 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 \_\_\_\_\_, 2001.

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

KING COUNTY:

By \_\_\_\_\_  
General Manager, Metro Transit

Approved as to form:

CITY OF KIRKLAND

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

By \_\_\_\_\_  
City Manager

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

**City of Kirkland**  
**Commute Trip Reduction Services Contract**  
**Attachment A Scope of Work**  
**Period: January 1, 2001 through June 30, 2001**

| I. Work Activities – 20 current sites  | Schedule                         |
|--|----------------------------------|
| A. Notification of new sites (average 3 – 4 new sites per year) <ol style="list-style-type: none"> <li>1. Identify contact for potential sites</li> <li>2. Send notification inquiry</li> <li>3. Confirm status</li> <li>4. Secure state code</li> <li>5. Create timeline and legal file</li> </ol>  | As needed                        |
| B. Survey <p>Goal Measurement sites (9 – mandatory)</p> <p>Baseline</p> <ol style="list-style-type: none"> <li>1. Alert employer to survey timeline</li> <li>2. Track survey completion and processing</li> <li>3. Send survey results to employer</li> </ol>  | First quarter<br>and as needed   |
| C. Program review <p>New sites (1 current + new)</p> <p>Goal measurement sites (9)</p> <p>Non-goal measurement sites (8)</p> <ol style="list-style-type: none"> <li>1. Remind employers of submittal deadlines</li> <li>2. Monitor program report receipt</li> <li>3. Review revised programs for sites that did not make progress and evaluate the potential for progress toward SOV reduction</li> <li>4. Review program reports for completeness for new sites and for sites that made progress toward goal</li> <li>5. Recommend action to jurisdiction</li> <li>6. Generate approval letter for City signature</li> </ol> | Ordinance<br>schedule by<br>Site |
| D. Exemptions & Modifications <ol style="list-style-type: none"> <li>1. Inform new sites about process and criteria</li> <li>2. Receive requests and copy to city</li> <li>3. Copy request to state for comment</li> <li>4. Review and analyze request and provide comments to City</li> <li>5. Contact employer as needed, generate and send response per city</li> </ol>   | As needed                        |
| E. Records maintenance <ol style="list-style-type: none"> <li>1. Maintain database and master file records on all affected sites</li> <li>2. On a quarterly basis, provide WSDOT with hard copy of each employer program report approved within the quarter</li> <li>3. Provide WSDOT with an electronic copy of the CTR database of the City's CTR-affected employers, quarterly or as required by WSDOT</li> <li>4. Provide quarterly report information for state funds billing</li> </ol>  | On-going                         |



**Work activities, continued****Schedule**

- |    |   |                |
|----|---|----------------|
| F. | Program Development<br>New Sites  | As needed      |
|    | <ol style="list-style-type: none"> <li>1. Provide written information on basic requirements of the CTR Ordinance, CTR Zones, and an explanation of how the plan is intended to achieve its goals</li> <li>2. Provide materials that explain a range of measures and activities that may help the employer achieve the CTR goals of the local ordinance</li> <li>3. Assist with voluntary baseline survey</li> <li>4. Analyze survey data and make program recommendations</li> </ol>  |                |
| G. | New ETC Consultation/Briefing   | As needed      |
|    | <ol style="list-style-type: none"> <li>1. Provide written information on basic requirements of the CTR Ordinance, CTR Zones, and an explanation of how the plan is intended to achieve its goals</li> <li>2. Provide materials that explain a range of measures and activities that may help the employer achieve the CTR goals of the local ordinance</li> </ol>   |                |
| H. | Program Implementation Assistance<br>Provide assistance in the following categories/tasks:  |                |
|    | <ol style="list-style-type: none"> <li>1. Identify resources and implementation requirements</li> <li>2. Coordinate/attend network group meetings</li> <li>3. Assist with transportation fairs/events</li> <li>4. Communicate with ETCs about transportation issues, including Sound Transit, Metro Transit, Special events (eg: WTO), Air Quality alerts, WSRO bulletins</li> <li>5. Provide promotion/incentive support and coordination (eg: planning, develop materials, secure grant funds, implement and evaluate)</li> <li>6. Develop and coordinate grant projects (eg: generate ideas, secure grant funds, planning, develop materials, implement and evaluate)</li> </ol> |                |
| I. | Training  | Quarterly      |
|    | <ol style="list-style-type: none"> <li>1. Provide county-wide basic training to new ETCs               <ul style="list-style-type: none"> <li>▪ Basic Training part 1: ETC orientation</li> <li>▪ Basic Training part 2: Program Implementation and Promotion</li> <li>▪ Survey briefing</li> </ul> </li> <li>2. Provide county-wide continuing education opportunities to ETCs</li> </ol>  |                |
| J. | Provide two employee awareness campaigns per year   |                |
| K. | Provide promotional incentives and awareness materials  | second quarter |

**II. Additional Activities****Schedule**

TMP Services: 23 TMP-Conditioned Sites

## Page 9 Exhibit A, Attachment A

A. Site Definition: 23 Sites Total Including:

|                              |                             |
|------------------------------|-----------------------------|
| 118 Commerce Center          | Lk. Wash. Technical College |
| Carillon Point               | Lakeshore Clinic            |
| Central Way Plaza            | Lakeview Offices            |
| Continental Plaza            | Northwest College           |
| Crown Pointe Corp. Ctr.      | Park Place                  |
| Emerald Building             | Plaza at Yarrow Bay         |
| Evergreen Hospital Med. Ctr. | Touchstone Office Building  |
| F & A Plaza                  | Virginia Mason Clinic East  |
| Gateway Plaza                | Westwater Project           |
| Kirkland 405 Corporate Ctr.  | Yarrow Shores               |
| Kirkland Avenue Office Park  |                             |
| Kirkland Way Building        |                             |

## B. Activities

First/ Second Quarter

## 1. Surveys

- Access to Survey Briefings with Transportation Coordinators
- Surveying (18 sites)

## 2. Training

Quarterly

- Mail quarterly county-wide training schedule
- Monitor attendance and report to jurisdiction

## 3. Implementation

As needed

- Assist sites with implementation of elements
  - Identify elements not implemented
  - Identify Metro resources to assist with requirements
- Provide some materials for commuter events
- Coordinate annual commuter information distribution
- Visit each site at least once to monitor implementation

## 4. Records Maintenance

On-going

- Maintain master file records on all sites

## 5. TMP Review

As needed

- Assist in program development for up to two new TMP-conditioned sites

| City of Kirkland  |                  | Attachment B         |                  |
|---|------------------|----------------------|------------------|
| 2001 Budget Summary   |                  |                      |                  |
| <u>Estimated Annual Revenue</u>   |                  | Annual               | 6-Month          |
| Remaining balance of CTR Funds (as of 9/30/00) (8)  |                  |                      | \$ 7,429         |
| Estimated CMAQ Grant Allocation (\$20,143/ 2 years) (9).  |                  | \$ 10,072            | \$ 5,036         |
| Total Estimated Revenue   |                  | <u>\$ 10,072</u>     | <u>\$ 12,464</u> |
| <b>Contract Period: January 1, 2001 through June 30, 2001 (6 Months)</b>  |                  |                      |                  |
|   | <b>CTR</b>       | <b>TMP</b>           |                  |
| Number of Sites: (updated)  | 20               | 23                   |                  |
| ETR FTE per site:   | 0.0186           | 0.0030               |                  |
| Total ETR FTE percent:  | 0.37             | 0.07                 |                  |
| Number of Survey Sites:   | 8                | 18                   |                  |
| <b>Labor:</b>   |                  |                      |                  |
| ETR Labor   | \$ 11,567        | \$ 2,128             |                  |
| Survey Labor  | \$ 1,740         | \$ 3,914             |                  |
| Indirect Labor @ .17029   | \$ 1,970         | \$ 362               |                  |
| Total Labor   | <u>\$ 15,276</u> | <u>\$ 6,405</u>      |                  |
| <b>Office Expenses</b>  |                  |                      |                  |
| Rent, Services, Materials, Supplies and Incentives (1)  | <u>\$ 2,108</u>  | <u>\$ 1,303</u>      |                  |
| Total Expenses  | <u>\$ 17,384</u> | <u>\$ 7,708</u>      |                  |
| Contract Fixed Fee  |                  | <u>\$ 25,092 (2)</u> |                  |
| <b>Estimated Workshop Costs:</b>  |                  |                      |                  |
|   | Persons          | Costs                | Total            |
| Basic ETC Training Part 1: ETC Orientation (3)  | 4                | \$ 50                | \$ 200           |
| Basic ETC Training Part 2: PI Workshop (4)  | 2                | \$ 50                | \$ 100           |
| Survey Briefing (5)   | 18               | \$ 25                | \$ 450           |
| Continuing Education Courses (6)  | 2                | \$ 40                | \$ 80            |
| Producing CTR Program Summary Brochure (7)  | 2                | \$ 62                | \$ 124           |
|   |                  |                      | <u>\$ 954</u>    |
| Total Including Estimated Workshop Costs:   |                  |                      | <u>\$ 26,046</u> |
| 1) Graphic services, supplies and miscellaneous operating costs including rent, temporary clerical, parking, printing of materials, and postage and/or shipping   |                  |                      |                  |
| 2) Quarterly fixed fee payments calculated based on this total divided by two.  |                  |                      |                  |
| 3 - 4) Basic Training includes one (1) each quarter, county-wide sessions of both ETC Orientation (\$50/ca) and PI workshop (\$50/ca); registrants calculated using a 25% rate for training required from ETC turnover and new sites' ETCs.   |                  |                      |                  |
| 5) New Site Survey Briefing includes access to quarterly survey briefing for new sites (\$25/ca)  |                  |                      |                  |
| 6) Continuing Education Courses (\$40/ca); one class per quarter plus additional new intranet development training; number of registrants calculated using 15% attendance of sites  |                  |                      |                  |
| 7) Producing Your CTR Program Summary Brochure (\$62/ea); number of registrants calculated using 10% attendance of attendance of sites with a 1 site minimum.   |                  |                      |                  |
| 8) Remaining CTR allocation will be available at the end of the final quarter of the biennium (April - June 2001)   |                  |                      |                  |
| 9) Does not include required local match dollars. Also note that this estimate assumes that CMAQ dollars will be divided equally among the eight periods of the CMAQ contract. The State, however, will allow a different rate of spending as long as the jurisdiction makes progress towards the goals listed in the contract. This estimate can be changed. |                  |                      |                  |