

RESOLUTION R- 4422

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN the CITY OF KIRKLAND, hereafter called "City"; and King County

This Memorandum of Agreement is entered into by and between King County, acting through its Department of Transportation (hereinafter the "County"), and the City of Kirkland ("City"), both of which entities may be referred to hereinafter as "Parties," for the purpose of providing education and outreach services on transportation issues to certain sites within the City of Kirkland.

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 City also has within its boundaries work sites that are not "major employers" but have agreed to implement Transportation Management Plans (TMP); 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 TMP in a manner which is consistent with King County and other cities within the county; and

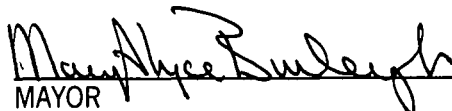
WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with King County for TMP implementation;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

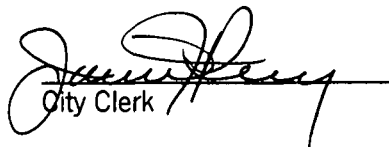
Section 1. The City Manger of the City of Kirkland is hereby authorized to execute on behalf of the City a Memorandum of Agreement substantially similar to that attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 3rd day of February, 2004.

Signed in authentication thereof this 3rd day of February, 2004.

  
MAYOR

Attest:

  
City Clerk

**EXHIBIT A**  
**MEMORANDUM OF AGREEMENT**  
**KING COUNTY COMMUTE TRIP REDUCTION SERVICES**  
**AND CITY OF KIRKLAND**

This Memorandum of Agreement is entered into between King County Transportation Department Commute Trip Reduction Services ("County") and the City of Kirkland ("City") to implement specific tasks related to Transportation Management Plan (TMP) conditioned sites within the City.

- 1.0 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. Specific task assignments among contract-funded staff will be approved by the City.
- 2.0 Administrative Representatives:** King County shall be represented by the General Manager of Metro Transit or his designee. The City shall be represented by the City Manager or his/her designee. This Agreement may be amended, altered, clarified or extended only by written agreement of these designated administrative representative of the City and King County.
- 3.0 Budget:** The budget for work to be performed through December 31, 2004 is specified in Attachment B.
- 4.0 Payment Process:** King County shall submit an invoice and a quarterly progress report to the City per the following schedule. The City shall make payment to King County within 30 days of receipt of the invoice.

<u>Payment</u>	<u>Fixed Fee</u>	<u>Invoice Submitted</u>
1 <sup>st</sup> payment	\$2,056.00	No Earlier Than March 31, 2004
2 <sup>nd</sup> payment	\$2,056.00	June 30, 2004
3 <sup>rd</sup> payment	\$2,056.00	September 30, 2004
4 <sup>th</sup> payment	<u>\$2,055.00</u>	December 31, 2004
Total	\$8,223.00	

- 5.0 Payment Amounts:** Each payment shall consist of the fixed fee amount specified above. The City shall pay a percentage share of the workshop expenses based on the percentage of the total registrants for the workshop representing worksites in the City not expected to exceed \$125.00. 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	\$ 480.00 fixed labor charge per workshop
- Program Implementation	\$ 480.00 fixed labor charge per workshop
- Survey Briefing	\$ 163.00 fixed labor charge per workshop
- Additional Workshops	\$48.00 fixed labor charge per hour for King County trainers

- 6.0 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.

**7.0 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.

**8.0 Agreement Period:** This Agreement is effective from January 1, 2004. The expiration date for purposes of performing substantive work as described in Attachment A Scope of Work and for incurring costs is December 31, 2004, and for final accounting purposes is January 31, 2005, 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.

**9.0 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.

**10.0 Termination:** Either party to this Agreement may terminate the Agreement, in whole or in part, upon thirty (30) days advance written notice of the termination of 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 noncancellable obligations incurred to date of termination.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004

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

King County:

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

City of Kirkland

By \_\_\_\_\_  
\_\_\_\_\_

**CITY OF KIRKLAND****Attachment B**

Contract for TMP sites

**Twelve-Month Contract Period January 1 - December 31, 2004**

	TMP Sites
Number of TMP Sites:	18
# Hrs per site for period (12-month Jan-Dec'04) (does not include survey work)	5.00
Total Service Hours	90.00
Number of Survey Sites:	18

**BUDGET**

Labor: (note change described below\*)

Direct Service Labor (90 x \$48)	\$ 4,320
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Survey Labor (based upon a portion of the Database Coordinator's time)	\$ 3,903
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<b>Total Labor</b>	<b>\$ 8,223</b>
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<u>Supplies and Incentives</u>	<u>\$ -</u>
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<b>Contract Fixed Fee</b>	<b>\$ 8,223</b>
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<u>Estimated Workshop Costs:</u>	<u>\$ 125</u>
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<b>Total Including Estimated Workshop Costs:</b>	<b>\$ 8,348</b>
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\* All indirect and overhead expenses have been added to the hourly rate for all work.

This "burdened" rate for 2004 is \$48/hour.