

RESOLUTION R- 4643

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND  
APPROVING THE MEMORANDUM OF AGREEMENT FOR TRANSPORTATION  
MANAGEMENT PLAN SERVICES BETWEEN THE CITY OF KIRKLAND AND  
KING COUNTY

WHEREAS, this Memorandum of Agreement is entered into by and between King County, acting through its Department of Transportation, 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 City of Kirkland desires to limit automobile-related air pollution and traffic congestion as well as 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 work sites that have agreed to implement Transportation Management Plans ("TMP"); 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, 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:

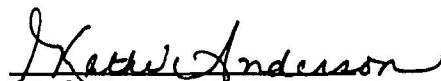
Section 1. The City Manager of the City of Kirkland is hereby authorized to execute on behalf of the City a Memorandum of Agreement substantially similar to that attached as Attachment 1.

Passed by majority vote of the Kirkland City Council in open meeting this  
15th day of May, 2007.

Signed in authentication thereof this 15th day of May, 2007.

  
MAYOR

Attest:

  
City Clerk

**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 Manager of Metro Transit Sales & Customer Service 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, 2007 is specified in Exhibit B.
- 4.0 Reporting and Invoicing:** King County shall submit an invoice and 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>Invoice Submitted No Earlier Than</u> |
|-------------------------|--|
| 1 <sup>st</sup> payment | March 31, 2007                           |
| 2 <sup>nd</sup> payment | June 30, 2007                            |
| 3 <sup>rd</sup> payment | September 30, 2007                       |
| 4 <sup>th</sup> payment | December 31, 2007                        |

The TMP survey expenses shall be as follows:

- \$426.00 per site for up to 20 TMP sites to be surveyed under this contract.
- Final billing will be based on actual surveys performed.

- 5.0 Payment Amounts:** The County will bill the City for completed TMP surveys and training in the quarter that the activity occurred. The workshop expenses identified in Exhibit B refer only to the fixed labor element. King County will treat any additional workshop expenses as contingency expenses under Section 5.1 of this agreement.
- 5.1 Contingency reimbursement of expenditures.** In addition to the cost of training and surveying TMP sites the City agrees to reimburse King County for any additional costs, special projects or incentives, provided they are approved in advance and in writing by the City.
- 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, 2007. The expiration date for purposes of performing substantive work as described in Exhibit A Scope of Work and for incurring costs is December 31, 2007, and for final accounting purposes is January 31, 2008, 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 \_\_\_\_\_, 2007

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

King County:

By \_\_\_\_\_  
Kevin Desmond  
General Manager  
King County Metro Transit

City of Kirkland

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

**City of Kirkland – Exhibit A**  
**Commute Trip Reduction Services Contract for TMP Sites**  
**Scope of Work**  
**Period: January 1, 2007, through December 31, 2007**

Scope of Work

Schedule

1. Survey of up to 20 TMP conditioned sites

Annual

- Notify site of survey
- Coordinate survey timeline with building manager
- Distribute surveys
- Provide technical survey assistance to site
- Collect and process survey data
- Mail survey results to property managers
- Compile results and send summary to City
- Maintain master file records on all sites

2. Training

March 2007

- Provide one survey briefing for TMP managers & staff
- Monitor attendance and report to City

3. Contingency expenses as approved by the City

As needed

- Assist TMP buildings to develop a transportation program
- Monitor and identify site elements not implemented
- Identify and apply Metro resources to assist sites with requirements
- Additional work as approved

**CITY OF Kirkland**

Commute Trip Reduction Services

Period: January 1, 2007 through December 31, 2007

**Exhibit B****NUMBER OF SITES****20****TMP SERVICES CONTRACT**

- 
1. Survey of TMP conditioned buildings
  2. Training
  3. Contingency Expenses

Total Cost

\$ 8,520

\$ 344

\$ -

**CONTRACT TOTAL****\$ 8,864**