

RESOLUTION R-4691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE MEMORANDUM OF AGREEMENT 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:

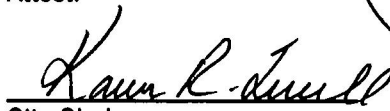
Section 1. The City Manager of the City of Kirkland is hereby authorized to execute on behalf of the City a Memorandum of Agreement substantially similar to that attached as Attachment 1.

Passed by majority vote of the Kirkland City Council in open meeting this
18th day of March, 2008.

Signed in authentication thereof this 18th day of March, 2008.


MAYOR

Attest:


City Clerk

Attachment 1
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 between January 1, 2008 and December 31, 2008 is specified in Exhibit A.
- 4.0 Reporting and Payment Schedule:** 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.
- 5.0 Payment Amount:** Each invoice by King County to the City of Kirkland shall include expenses for completed work according to Exhibit A.
- 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, 2008. The expiration date for purposes of performing substantive work as described in Exhibit A Scope of Work and for incurring costs is December 31, 2008, and for final accounting purposes is January 31, 2009, unless terminated earlier or extended pursuant to the provisions hereof. 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 _____, 2008

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, 2008, through December 31, 2008

Scope of Work	Schedule	Cost
1. Survey of up to 20 TMP conditioned sites <ul style="list-style-type: none"> • Notify site of survey • Coordinate survey timeline with building manager • Distribute surveys and reference guidelines to Kirkland TMP sites • 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 • Invoice City for completed surveys at the end of each quarter at the rate of \$436 per survey 	Annual	\$8,720
2. Training <ul style="list-style-type: none"> • Provide one survey briefing for TMP managers & staff • Monitor attendance and report to City • Invoice City for actual workshop expenses estimated to be \$250 for the term of this contract. 	March 2008	\$250
3. Transportation Outreach to TMP sites in the GTEC Area <ul style="list-style-type: none"> • Communicate with BTCs about transportation issues, including Sound Transit, Metro Transit, Special events and items of interest (e.g.: construction and road closures, Air Quality alerts, WSRO bulletins) • Provide two employee awareness campaigns per year for six sites • Promote new transit center and build awareness of GTEC planning to 6 TMP sites proximate to the Totem Lake area. • Provide information on distribution requirement to TMPs • Invoice City for a fixed payment of \$452.25 per quarter. 	Annual	\$1,809
4. Additional Work as approved by the City <ul style="list-style-type: none"> • 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 • Invoice additional work at an hourly rate of \$50.25 to a maximum of \$1,000 for the term of this contract. 	As Needed	\$1,000
Total Costs:		\$11,779.00