

**AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF TACOMA
REGARDING THE
BIKE TO WORK CAMPAIGN**

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and **the CITY OF TACOMA**, a municipal corporation of the State of Washington (herein referred to as "CITY").

WHEREAS, the Revised Code of Washington (RCW) 70.94.521-551 requires local governments experiencing the greatest automobile-related traffic congestion to reduce vehicle miles traveled and single-occupant vehicle commute trips to major worksites; and

WHEREAS, Pierce County has been awarded Federal Congestion Management and Air Quality funds for Continuation of Countywide Commute Trip Reduction Enhancement Programs; and

WHEREAS, Pierce County has entered into Local Agency Agreement #LA 5709 with the Washington State Department of Transportation (WSDOT) to receive the grant funding; and

WHEREAS, Pierce County, Pierce Transit and the City of Tacoma have agreed to collaborate on the project decisions for this grant; and

WHEREAS, Pierce County, Pierce Transit and the City of Tacoma have agreed to promote bicycling commuting through an annual bike to work campaign; and

WHEREAS, Pierce County hereby desires to engage the City of Tacoma to perform tasks related to planning, developing and implementing a bike to work campaign; and

WHEREAS, the Tacoma-Pierce County Bike to Work Campaign efforts supports RCW 70.94.521-551 and work to be completed under Local Agency Agreement #LA 5709, and referred to as Exhibit 1; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITY as follows:

SECTION 1. PURPOSE. Purpose of this agreement is to provide development and implementation support and to memorialize the agreement between the parties relating to bike to

work campaign events.

SECTION 2. COUNTY OBLIGATIONS.

1. Reimburse the CITY for eligible expenses not to exceed the maximum contract amount of \$14,600.
2. Partner with the CITY in planning and development of bike to work events.
3. Promote Bike to Work events to Pierce County employees.

SECTION 3. CITY OBLIGATIONS.

1. On an annual basis, develop, implement and administer a campaign that promotes bicycling in Pierce County.
2. Offer a commute challenge that directs bicyclist to track their bicycle trips using the Pierce Trips online tracking calendar offered on www.piercetrips.com.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall be effective January 1, 2009 and terminate on December 31, 2011. This Agreement shall automatically renew for one (1) year increments beginning January 1 and ending midnight, December 31, unless terminated by giving ninety (90) days notice to the other party.

SECTION 5. INDEMNIFICATION AND DEFENSE. The COUNTY shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's service charges.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the COUNTY, the

CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 6. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 7. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 8. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

CITY OF TACOMA
Community and Economic Development Dept.
747 Market Street, Room 1036
Tacoma, WA 98402

Attention: Planning Division Manager

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

PIERCE COUNTY
Pierce County Public Works and Utilities
2702 South 42nd Street, Suite 201
Tacoma, WA 98409-7322

Attention: Public Works and Utilities Director

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 9. COUNTY AS INDEPENDENT CONTRACTOR. COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded COUNTY or CITY employees by virtue of their employment.

SECTION 10. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 11. ENTIRE AGREEMENT. This Agreement contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 12. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 13. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 14. FILING. Copies of this Interlocal Agreement, together with the resolution of the Pierce County Council and the CITY Council approving and ratifying this Agreement, shall be filed with the CITY Clerk, the Pierce County Auditor, and the Secretary of State of Washington after execution of the Agreement by both parties.

SECTION 15. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 16. FUTURE NON-ALLOCATION OF FUNDS. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated. No penalty or expense shall accrue to the County in the event this provision applies.

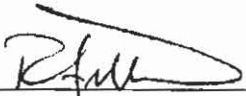
SECTION 17. TERMINATION FOR PUBLIC CONVENIENCE. The County may terminate the agreement, in whole or in part, upon thirty days written notice, whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Termination of this agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

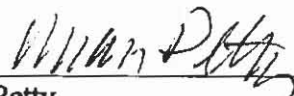
SECTION 18. NO THIRD-PARTY BENEFICIARY. The County does not intend by this agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this agreement.

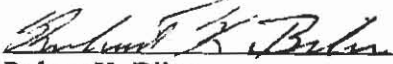
SECTION 19. INSURANCE COVERAGE. The City shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than ~~\$500,000.00~~ and a policy limit of no less than \$5,000,000.00 dollars. ~~\$3,000,000.00~~

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on this _____ day of _____, 2008.

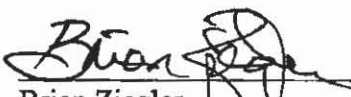
CITY OF TACOMA

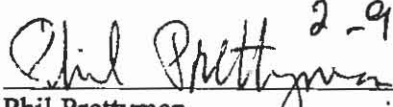
 ACTING 4/10/09
Eric Anderson Date
City Manager Contractor

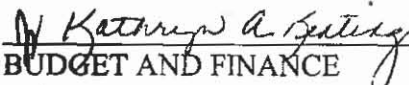
 3-31-09
Ryan Petty Date
Director of Community and Economic Dev.

214  4/3/09
Robert K. Biles Date
Finance Director

PIERCE COUNTY

 3/17/09
Brian Ziegler Date
Public Works and Utilities Director

 2-9-09
Phil Prettyman Date
Deputy Prosecuting Attorney
(as to form only)

 3/13/09
BUDGET AND FINANCE Date

Debbie Dahlstrom 4/7/09
Debbie Dahlstrom Date
Risk Manager

Sue DOLAN summary page
RISK MANAGEMENT Date

Approved as to form and legality:

[Signature] 4/7/09
Assistant City Attorney Date

EXECUTIVE DIRECTOR Date
~~(if applicable)~~

Attest:

Doris Sorum 4-14-09
Doris Sorum Date
City Clerk

[Signature] Date
COUNTY EXECUTIVE
(if over \$50,000)
\$250,000



RESOLUTION NO. 37720

1 A RESOLUTION relating to commute trip reduction; authorizing the execution of
2 an interlocal agreement with Pierce County, in the amount of \$14,600;
3 and accepting and depositing said sum into the General Fund for
4 Commute Trip Reduction Enhancement programs.

5 WHEREAS Pierce County ("County") has been awarded Federal
6 Congestion Management and Air Quality funds for the continuation of
7 countywide Commute Trip Reduction Enhancement programs, and

8 WHEREAS the County has entered into a local agency agreement with
9 the Washington State Department of Transportation to receive the grant funding,
10 and

11 WHEREAS the City, County, and Pierce Transit have agreed to
12 collaborate on project decisions for this grant to promote bicycle commuting
13 through an annual bike to work campaign, and

14 WHEREAS the County desires to provide the City with grant funds to
15 perform tasks related to planning, developing, and implementing a bike to work
16 campaign; Now, Therefore,

17 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

18 Section 1. That the proper officers of the City are hereby authorized to
19 execute an interlocal agreement with Pierce County, in the amount of \$14,600,
20 said document to be substantially in the form of the proposed interlocal
21 agreement on file in the office of the City Clerk.
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24
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Section 2. That the grant proceeds, in the amount of \$14,600, are hereby
accepted for deposit into the General Fund for Commute Trip Reduction
Enhancement programs.

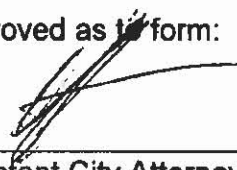
Adopted JAN 27 2009

Mayor

Attest:

City Clerk

Approved as to form:



Assistant City Attorney



CITY CLERK USE ONLY

REQUEST FOR RECEIVED

☐ ORDINANCE ☒ RESOLUTION

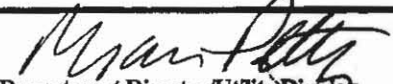
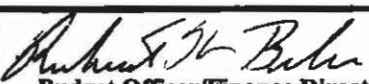
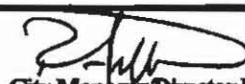
Request #: 12/29
Ord./Res. #: 37720

2009 JAN 21 PM 4: 20

1. DATE: January 21, 2008

CITY CLERK'S

2. SPONSORED BY: COUNCIL MEMBER(S) N/A (If no sponsor, enter OFFICE)

3a. REQUESTING DEPARTMENT/DIVISION/PROGRAM CEDD	4a. CONTACT (for questions): Diane Wiatr	PHONE: x5380
3b. DO PASS FROM <input type="checkbox"/> Yes <input type="checkbox"/> No	4b. Person Presenting: Diane Wiatr	PHONE: x5380
X Did not go before a Committee	4c. ATTORNEY: Conor McCarthy	PHONE: x5633
 Department Director/Utility Division	 Budget Officer/Finance Director	 City Manager/Director Utilities

5. REQUESTED EFFECTIVE DATE: January 27, 2009

6. SUMMARY AGENDA TITLE: (A concise sentence, as it will appear on the Council agenda.)

Authorizing the execution of the Interlocal Agreement for the Continuation of Countywide Commute Trip Reduction (CTR) Enhancement Programs with Pierce County for the disbursement of Federal Congestion Management and Air Quality funds to support annual Bike Month programming from the Washington State Department of Transportation by way of Pierce County; authorizing the acceptance in the amount of \$14,600 and depositing into the General Fund for Bike Month expenses.

7. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

The purpose of the Interlocal Agreement with Pierce County is to accept \$14,600 to develop, implement and administer campaigns to promote bicycling in Pierce County including a Bike Commuter Challenge during Bike Month in May in an effort to reduce drive-alone trips.

The Commute Trip Reduction Efficiency Act (RCW 70.94.524) requires cities, counties, and towns in Washington counties with populations greater than 150,000 to develop ordinances, plans, and programs to reduce vehicle miles traveled and single-occupant vehicle trips to work sites to reduce vehicle-related air pollution, traffic congestion, and energy use. The City of Tacoma has been implementing Commute Trip Reduction since 1993, in collaboration with Pierce County, Pierce Transit and jurisdictions within the County.

Pierce County was awarded \$133,550 Federal Congestion Management and Air Quality funds for the continuation of countywide Commute Trip Reduction enhancement programs. Pierce County, Pierce Transit, and the City of Tacoma have agreed to collaborate on the project decisions of this grant. In accordance with the interlocal agreement, the City of Tacoma will perform tasks related to countywide bicycling encouragement programs from February 2009 through June 2011. This project will target employers affected under Washington's Commute Trip Reduction Law, neighboring employment sites, and the community. The interlocal agreement continues a cooperative approach between the City of Tacoma and Pierce County to address interjurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective commute trip reduction plans.

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Interlocal Agreement for the Continuation of Countywide Commute Trip Reduction (CTR) Enhancement Programs with Pierce County	CED-10 th Floor

20

9. FINANCIAL IMPACT: A. ☐ NO IMPACT (NO FISCAL NOTE)
B. ☐ YES, OVER \$100,000, Fiscal Note Attached
C. ☒ YES, UNDER \$100,000, (NO FISCAL NOTE) Provide funding source information below:

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
0010-General Fund			\$14,600	\$14,600

If an expenditure, is it budgeted? ☐ Yes ☒ No Where? Cost Center:
Acct #:



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1 Section 2. That the grant proceeds, in the amount of \$14,600, are hereby
2 accepted for deposit into the General Fund for Commute Trip Reduction
3 Enhancement programs.

4 Adopted JAN 27 2009

6
7 Chris H. Bauman
Mayor

8 Attest:

9 Doris Bauman
10 City Clerk

11 Approved as to form:

12
13 [Signature]
14 Assistant City Attorney