



City of Tacoma
Community and Economic Development Department

October 26, 2010

RE: Resolution No. 38111-Agreement with Pierce County

The Washington State Department of Transportation has requested that the attached agreement between the City of Tacoma and Pierce County be signed prior to releasing grant funds to Pierce County. The Local Agency Agreement number “#LAXXXX,” referred to in the agreement will be assigned at the time the funds are obligated.

Please sign the attached agreement so the Washington State Department of Transportation will release funds to the County. Once the grant funds are obligated and a LA number has been assigned, it will be inserted into this agreement.

If you have any questions, please contact:

Liz Kaster
Commuter Trip Reduction Coordinator
ekaster@cityoftacoma.org
253-573-2317

**AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF TACOMA
REGARDING THE
CAR-SHARING PROGRAM**

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 (CMAQ) funds for its Transportation Options Program; and

WHEREAS, Pierce County has entered into Local Agency Agreement #LA ~~XXXX~~ 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 develop and implement a car-sharing program within Pierce County; and

WHEREAS, Pierce County hereby desires to engage the City of Tacoma to perform tasks related to planning, developing and implementing a car-sharing program; and

WHEREAS, the car-sharing efforts supports RCW 70.94.521-551 and work to be completed under Local Agency Agreement #LA ~~XXXX~~, and referred to as Exhibit 1; and

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. The COUNTY and CITY agree to coordinate their efforts in a cooperative partnership to insure the orderly and consistent planning, development, implementation, and administration of a car-sharing program in Pierce County.

SECTION 2. CITY RESPONSIBILITIES AND OBLIGATIONS.

1. Develop, implement, and administer a car-sharing program in Pierce County.

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2. Complete the Request for Proposal (RFP) or Request for Qualifications (RFQ) process. Any RFPs or RFQs will be submitted to the COUNTY for review before advertizing the public notice. The CITY will make revisions based on the COUNTY's review and eligibility requirements of the federal grant.
3. The CITY will allow the COUNTY to monitor, review and comment on the FRP or RFQ applications received by the CITY.
4. Upon the successful completion of the bid process, engage with a vendor to provide a car-sharing program in Pierce County. Any contracts or agreements with a vendor for car-sharing services will be submitted to the COUNTY for review and approval before execution. The CITY will make revisions based on the COUNTY's review and eligibility requirements of the federal grant.
5. Communicate and market the car-sharing program and incentives. Communication and marketing tools may include, but are not limited to press releases, webpage, social marketing, graphic emails, billboards, transit and rail advertising, transit and rail wraps, promotional items, posters, brochures, postcards, signs, banners, radio spots, newspaper advertising, fairs, or like events. Costs may include production and delivery of communication and marketing tools such as, but not limited to graphic design services, purchase of photos/photography services, rental fees associated with fairs or like events, printing, and materials. Reimbursements for costs associated with communication and marketing shall not exceed \$100,000. Any unused portion of the communication and marketing budget may be applied to the incentive budget.
6. Staffing that directly supports the car-sharing program is allowed. Reimbursements for staffing costs shall not exceed \$30,000. Any unused portion of the staffing budget may be applied to the incentive budget.
7. Offer incentives that encourage new or continued membership in the car-sharing program. Incentives may be offered to users of the car-sharing program such as commuters, residents, college/university students, businesses, commercial building owners, residential building owners, homeowner associations, banks/mortgage companies or, other groups identified as having the ability to directly affect membership or increase use of the car-sharing program. Reimbursements for incentives shall not exceed \$210,000 plus any amount applied from the communication and marketing budget and/or staffing budget.
8. Establish a charge/tracking account code or equivalent system for capturing all eligible expenses associated with this Agreement and the federal grant. All staff time records shall use or clearly cross-reference the charge/tracking account code established for this Agreement.

9. On a quarterly basis, submit to the COUNTY a report describing all activities, results, and tally of expenses in accordance with the COUNTY'S federal CMAQ reporting requirements associated with Local Agency Agreement #LA XXXX. Submit with the report, copies of materials developed to promote the car-sharing program and all supporting documentation.

SECTION 3. COUNTY RESPONSIBILITIES AND OBLIGATIONS.

1. Partner with the CITY in the planning and development of the car-sharing program in Pierce County.
2. Review the proposed car-sharing RFP or RFQ received from the CITY and provide comments to the CITY within 15 working days after receipt of the RFP or RFQ. If the COUNTY does not comment within 15 working days, then the CITY can proceed with the advertising of the RFP or FRQ.
3. The COUNTY will monitor, review and comment to the CITY within 15 working days after receipt of the RFP or RFQ applications. If the COUNTY does not comment within 15 working days, then the CITY can proceed with the application review process.
4. Review the proposed contract or agreement with a car-sharing vendor and provide comments to the CITY within 15 working days after receipt of the contract or agreement. If the COUNTY does not comment within 15 working days, then the CITY can proceed with the contract or agreement.
5. Reimburse the CITY for eligible expenses not to exceed the maximum amount of \$340,000. Reimbursement will be based on progress reports and invoices submitted by the CITY.

SECTION 4. TERMINATION. This Agreement will terminate when the terms of the Agreement are complete or upon mutual written consent of the parties to this Agreement.

SECTION 5. REIMBURSEMENT PROVISION. Pursuant to provisions of the COUNTY'S Local Agency Agreement #LA ~~XXXX~~ with WSDOT, it is anticipated that the COUNTY will receive funds from WSDOT for implementing the Agreement scope of work. To receive funds from WSDOT, the COUNTY shall submit an invoice to WSDOT. Upon the COUNTY'S receipt of the funds from WSDOT, the COUNTY will remit a warrant for payment of these funds to the CITY.

SECTION 6. REPORTING AND INVOICING. Forty-five days after the end

of each calendar quarter, the CITY will submit to the COUNTY a report describing all activities, results, and tally of expenses in accordance with the COUNTY'S federal CMAQ reporting requirements. The CITY will submit with the report all supporting documentation including but not limited to copies of materials developed to promote the car-sharing program, copies of receipts, and copies of time records for each staff person completing work tasks outlined in Section 2 of the Agreement.

SECTION 7. PROJECT RECORDS. The CITY agrees to establish and maintain for the project, either a separate set of accounts or, accounts within the framework of an established accounting system in order to sufficiently and properly reflect all eligible project costs incurred in the performance of this Agreement. All costs claimed against the project must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

SECTION 8. 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 9. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 10. 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 11. 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 by giving notice thereof to the other as herein provided.

SECTION 12. 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 services rendered, 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 nor any employee of the COUNTY, a CITY employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, and 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 13. 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 14. 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 15. 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 16. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This 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 Agreement.

SECTION 17. 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 18. 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 19. TERMINATION FOR PUBLIC CONVENIENCE. The COUNTY may terminate the agreement, in whole or in part, upon thirty days written notice to the CITY, 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 its term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

SECTION 20. 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.

Attest:

Doris Sorum 12-2-10
Doris Sorum Date
City Clerk

COUNTY EXECUTIVE Date
(if over \$50,000)

ORIGINAL



RESOLUTION NO. 38111

1 A RESOLUTION relating to commute trip reduction; authorizing the execution
2 of an interlocal agreement with Pierce County, in the amount of
3 \$340,000; and accepting and depositing said sum into the Community
4 and Economic Development Special Revenue Fund to promote, market,
and incentivize a variety of transportation-demand management
programs.

5 WHEREAS, pursuant to chapter 39.34 RCW, interlocal agreements
6 must be approved by the City Council, and

7 WHEREAS Pierce County ("County") has been awarded a Congestion
8 Mitigation and Air Quality grant for a variety of transportation-demand
9 management programs, including Bike Month, Relax Rewards, and funds to
10 market and incentivize car-sharing in Pierce County and has entered into a
11 local agency agreement with the Washington State Department of
12 Transportation to receive the grant funding, and

13 WHEREAS the City, County, and Pierce Transit have agreed to
14 collaborate on project decisions for this grant to promote car-sharing, which
15 leverages public investment in other modes of transportation and helps make
16 nondrive-alone transportation choices viable options for more businesses,
17 employees, and residents, and

18 WHEREAS the County desires to provide the City with grant funds to
19 perform tasks related to planning, developing, and implementing a car-sharing
20 program, and

21 WHEREAS the City desires to enter in the interlocal agreement to better
22 meet its requirements and goals set forth in its Climate Action Plan and its
23
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26



1 commute Trip Reduction Plan for carbon reduction and reduced drive-alone
2 rates, as well as enabling it to better meet requirements set forth in state and
3 federal air quality legislation; Now, Therefore,

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

5 Section 1. That the proper officers of the City are hereby authorized to
6 execute an interlocal agreement with Pierce County, in the amount of
7 \$340,000, said document to be substantially in the form of the proposed
8 interlocal agreement on file in the office of the City Clerk.

9 Section 2. That the grant proceeds, in the amount of \$340,000, are
10 hereby accepted for deposit into the Community and Economic Development
11 Special Revenue Fund for a variety of transportation-demand management
12 programs.
13

14 Adopted SEP 28 2010

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16
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18 _____
Mayor

19 Attest:

20 _____
City Clerk

21 Approved as to form:

22 
23 _____
24 Deputy City Attorney