

**CONTRACT FOR SERVICE
BETWEEN PIERCE COUNTY AND THE CITY OF FIFE
REGARDING
TRANSPORTATION DEMAND MANAGEMENT**

THIS CONTRACT FOR SERVICE 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 FIFE**, a municipal corporation of the State of Washington (herein referred to as "CITY").

WITNESSETH

WHEREAS, RCW 70.94.527, (Commute Trip Reduction Efficiency Act "ACT") requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and drive alone commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, RCW 70.94.541 (2) Washington State Department of Transportation (WSDOT) shall provide for technical assistance to counties, cities, and towns in developing and implementing Commute Trip Reduction ("CTR") plans and programs, and

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the State's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through the Commute Trip Reduction programs, including the Growth and Transportation Efficiency Centers in Washington State; and

WHEREAS, RCW 47.06.050 requires that when planning capacity and operational improvements, the State's first priority is to assess strategies to enhance the operational efficiency of the existing system, and states that strategies to enhance the operational efficiencies include, but are not limited to, access management, transportation system management, and demand management ("Strategies"); and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, the Legislature has directed the State to increase the integration of public transportation and the highway system, to facilitate coordination of transit services and planning, and to maximize opportunities to use public transportation to improve the efficiency of transportation corridors (RCW 47.01.330); and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State of Washington in its Sessions Laws of 2017, Chapter 313, Section 220 (6) and (7), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2017-2019 biennial appropriations to WSDOT; and

WHEREAS the WSDOT Public Transportation Division is responsible for administering funds on behalf of the Washington State Legislature;

WHEREAS, the COUNTY and CITY have agreed upon a Statement of Work for the City and the County as set forth in "Attachment B," attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1.0 PURPOSE

The purposes of this CONTRACT are: (1) to continue a cooperative approach among the CITY, the COUNTY, Pierce Transit and other jurisdictions in Pierce County required to plan and administer programs under the ACT in order to address interjurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective CTR plans, (2) the COUNTY to act on the CITY'S behalf to complete tasks outlined in the Transportation Demand Management Implementation Agreement (GCB2757) between WSDOT and Pierce County, and (3) allocate to the COUNTY the CITY'S proportionate share of State funds for implementing and administering a CTR plan.

SECTION 2.0 FUNDING

The sole funding source for this CONTRACT is funds obtained by Pierce County from WSDOT. The CITY'S allocation amount shall be based on the methodology set forth in "Attachment A," Fund Allocation Methodology for Washington State Department of Transportation Commute Trip Reduction Funds, attached hereto and incorporated herein by this reference. Funding under this CONTRACT is dependent upon the COUNTY'S receipt of funds from WSDOT in accordance with the provisions of Agreement Number GCB2757.

SECTION 3.0 SERVICE PROVISIONS

The funds shall be used solely for the activities described in Attachment B," Statement of Work for the City and County," which, by this reference, is made a part of this CONTRACT.

SECTION 4.0 CONTRACT PERIOD

The effective date of this CONTRACT shall be July 1, 2017. The expiration date shall be June 30, 2019.

SECTION 5.0 REIMBURSEMENT PROVISION

The COUNTY is responsible for requesting payment from WSDOT for work completed by the COUNTY on behalf of the CITY.

The COUNTY will retain all of the CITY'S funds as set forth in Attachment A. In exchange, the COUNTY in cooperation with Pierce Transit shall complete the CITY'S responsibilities as defined in Attachment B,

“Statement of Work for the City and County,” hereto attached shall be performed by the COUNTY for all CTR-affected employer worksites doing business in the CITY.

SECTION 6.0 PLAN/PROGRAM FOR CITY EMPLOYEES

The COUNTY shall not be responsible for providing, assisting in the development of, record keeping, or otherwise participating in the CITY’S required Commute Trip Reduction Program or Plan for its own employees.

SECTION 7.0 PROGRESS REPORTS

The COUNTY shall submit to WSDOT quarterly progress reports so that the CITY and WSDOT may adequately and accurately assess the progress made under the terms of this CONTRACT. The progress reports shall be prepared and submitted as prescribed by WSDOT on the forms provided in Attachment C, “Project Progress Report” and/or as provided and modified by WSDOT staff.

SECTION 8.0 AUDITS, INSPECTIONS AND RECORDS RETENTION

- a) The CITY shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDOT, the State Auditor’s Office, or the County that are pertinent to the intent of this CONTRACT.
- b) WSDOT, the State Auditor, the County and any of their representatives shall have full access to and the right to examine during normal business hours and as often as they deem necessary, all the CITY’S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and audits of all contracts, invoices, materials, payrolls, and other matters covered by this CONTRACT. In order to facilitate any audits and inspections, all documents, papers, accounting records, and other materials pertaining to this CONTRACT shall be retained by the CITY for six (6) years from the date of completion of the project or the project final payment date; or, in case of litigation, the CITY must retain all records until litigation is completed. The CITY shall be responsible to assure that it, WSDOT, the State Auditor, the County and any of their representatives, retain comparable audit rights with respect to subcontractors to the CITY within the scope of this Contract.

SECTION 9.0 STATEMENT OF WORK

The COUNTY shall complete the tasks set forth in “Attachment B,” County Statement of Work, attached hereto and incorporated herein by this reference.

The CITY shall complete the tasks set forth in “Attachment B,” City of Statement of Work, attached hereto and incorporated herein by this reference.

SECTION 10.0 SUBCONTRACTING

As allowed under RCW 70.94.521-551, the CITY may elect to enter into a contract with a third party as a means of meeting the requirements of ACT. A separate contract shall be adopted by affected parties. This action does not release the jurisdiction from meeting requirements of RCW 70.94.521-551.

Any subcontract entered into must identify the work being provided by the subcontractor and must contain an agreement to comply with all of the conditions and requirements associated with RCW 70.94.521-551. Each subcontract must also include a statement of indemnification that indemnifies Washington State, WSDOT, and the COUNTY.

Any party to this CONTRACT may enter into agreements through the interlocal cooperation act or by resolution or ordinance, as appropriate, with other jurisdictions, local transit agencies, or regional transportation-planning organizations to coordinate the development and implementation of CTR plans. Parties entering into such agreements must provide notice to the COUNTY.

SECTION 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

In carrying out the terms of this Contract, the CITY agrees to abide by all applicable state and federal laws and regulations, including but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence contract compliance, and retention of all such records. In carrying out the terms of this, the CITY will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW and will also comply with the Americans with Disabilities Act, Public Law 101-336, which provides comprehensive civil rights protections to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication. In carrying out the terms of this Contract, the CITY will adhere to RCW 73.16.010 which provides employment preference in every public department and upon all public works of the state for certain veterans.

SECTION 12.0 CONTRACT MODIFICATIONS

Either party may request changes to this Contract, including changes in the Statement of Work. Such changes which are mutually agreed upon shall be incorporated as written amendments to the CONTRACT. No variation or alteration of the terms of this CONTRACT shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

SECTION 13.0 TERMINATION OF CONTRACT

This CONTRACT may be terminated immediately upon provision of written notice by one party in the event the other fails to perform its obligations as described in this CONTRACT.

Any party may also terminate this CONTRACT for convenience and without cause by providing the other party with written notice not less than sixty (60) days in advance.

This CONTRACT may be terminated upon provision of written notice not less than (14) fourteen days prior to the effective date of termination, if the requisite state funding is reduced or becomes unavailable through failure of appropriation or otherwise.

This CONTRACT may be terminated immediately upon provision of written notice should WSDOT determine that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

If this CONTRACT is terminated prior to fulfillment of the terms stated herein, the COUNTY shall be reimbursed a daily prorated amount of the CITY'S allocation amount based on the termination date.

SECTION 14.0 SPECIAL PROVISION

The COUNTY'S or CITY'S failure to insist upon the strict performance of any provision of this CONTRACT, or to exercise any right based upon breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this CONTRACT.

SECTION 15.0 DEFENSE AND INDEMNITY

The CITY agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the CITY, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the CITY's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the CITY or the CITY's agents or employees

With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, the CITY expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the CITY. This waiver is mutually negotiated by the parties to this Contract.

SECTION 16.0 GOVERNING LAW AND VENUE

This CONTRACT shall be construed and enforced in accordance with and the validity and performance thereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this CONTRACT shall be the Superior Court of Pierce County, Washington.


SECTION 17.0 SEVERABILITY

In the event that any term or condition of this CONTRACT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms or conditions of this CONTRACT which can be given effect without the invalid term or condition. To this end the terms and conditions of this CONTRACT are declared severable.

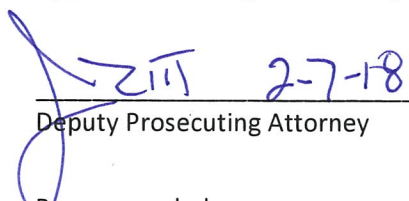
IN WITNESS WHEREOF, the parties have executed this Contract on this 13th day of February 2018.

CITY OF FIFE

PIERCE COUNTY



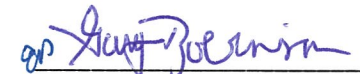
City Manager 1/31/2018 Date

Approved as to Legal Form Only:


Deputy Prosecuting Attorney 2-7-18 Date

Approved as to Legal Form Only:


Deputy City Attorney 1/30/18 Date

Recommended:


Finance Director 12/14/18 Date

Approved:

For _____ 2-5-18 Date
Department Director

Attachment A

**FUND ALLOCATION METHODOLOGY FOR
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
COMMUTE TRIP REDUCTION (CTR) FUNDS**

Funding allocated by WSDOT for local implementation of CTR activities is based on the following formula:

1. Fifty percent of the WSDOT allocation to Pierce County shall be allocated to Pierce Transit.
2. The remaining state funding for local CTR implementation will be allocated to the affected jurisdictions based on the number of affected worksites in each jurisdiction.
3. At the end of the final quarter any unclaimed state funds shall be allocated to the entities which have reported expenses beyond their allocations. The allocation of unclaimed amounts shall follow steps 1 and 2 as stated above. Unclaimed state funds and over expenditures will be determined by the amounts reported in the final progress report.

**July 1, 2017 – June 30, 2019 Allocation
Based on numbers as of April 15, 2017**

	Number of Worksites	Total Allocation
Pierce Transit	n/a	\$64,437
Pierce County	10	\$18,411
City of DuPont	3	\$5,523
City of Fife	3	\$5,523
City of Gig Harbor	2	\$3,682
City of Lakewood	8	\$14,728
City of Puyallup	4	\$7,364
City of Sumner	3	\$5,523
City of University Place	2	\$3,682
TOTAL	35	\$128,873

ATTACHMENT B

STATEMENT OF WORK FOR THE CITY AND THE COUNTY

COUNTY Statement of Work

The COUNTY shall perform the following tasks:

1. Administrative Work Plan

The COUNTY agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this Contract or when the COUNTY submits its first invoice, whichever is sooner.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to strategies associated with this CONTRACT and other strategies as defined in approved and locally adopted CTR or GTEC plans. These may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
- B. The administrative work plan budget shall identify how the COUNTY will use the state funds provided in this CONTRACT for each task. The work plan shall also provide an estimate of the other financial resources not provided in this CONTRACT will be used to complete each task.
- C. The administrative work plan must be approved in writing by the WSDOT Project Manager. The work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the COUNTY.

2. Quarterly Progress Reports

The COUNTY agrees to submit to WSDOT complete quarterly progress reports, as specified by WSDOT in Section 7 – Progress Reports of the CONTRACT, in Exhibit 2, “Project Progress Report”, and as integrated with the deliverables identified in the administrative work plan, along with all invoices in accordance with Section 5 – Reimbursement and Payment of the CONTRACT. All invoices shall be complete and accurately reflect actual State funded expenditures. Only those activities identified in the COUNTY’s approved administrative work plan will be reimbursed by WSDOT.

3. Final Progress Report

The COUNTY agrees to submit to WSDOT a final progress report, a template of which is attached hereto as Exhibit 4, “Final Project Progress Report,” to replace the last quarterly progress report in the period of the CONTRACT. The final progress report shall provide an estimate of any other financial resources not provided in this CONTRACT that were used to complete each task and shall provide a list of the funds provided in this CONTRACT that were disbursed by the CONTRACTOR to its eligible contracting partner(s).

4. Use of State Funds for Incentives

The COUNTY agrees to use State funds provided as part of this CONTRACT in accordance with incentives guidance to be provided by WSDOT.

5. Survey Coordination

The COUNTY agrees to coordinate with WSDOT and its contracting partners for commute trip reduction employer surveys.

6. Database Updates

The COUNTY agrees to provide WSDOT, the CITY and Pierce Transit with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested.

7. Coordination with Local CTR Efforts

On the CITY'S behalf, the COUNTY agrees to be an active member of the Pierce County TDM/CTR Technical Work Group, State CTR Board Technical Work Group, and the Puget Sound Regional Council's (PSRC) TDM Committee.

CITY Statement of Work

The CITY shall perform the following tasks:

1. Ordinance Compliance

- A. The CITY shall maintain a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.555.
- B. The CITY agrees to implement a CTR program based on the approved administrative work plan and the draft or adopted local CTR plan and to comply with all provisions of the CITY ordinance.

2. Appeals, Exemptions, and Modifications

The CITY shall maintain an appeals process consistent with this CONTRACT and applicable ordinances, and procedures contained in the Commute Trip Reduction Guidelines which may be obtained from WSDOT or found at <http://www.wsdot.wa.gov/transit/ctr/law.htm>.

3. Planning Data

The CITY agrees to provide WSDOT, PSRC and the COUNTY with the CTR program goals established for newly affected worksites when they are established by the local jurisdiction. The CITY agrees to provide WSDOT, PSRC, and the COUNTY with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.

4. Coordination with Regional Transportation Planning Organization

The CITY shall coordinate the development and implementation of its CTR plan and programs with the applicable regional transportation planning organization (RTPO). The CITY agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CITY agrees to provide information about the progress of its CTR plan and programs to the RTPO upon request.

ATTACHMENT C
Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		Date:	
Organization:		Agreement number:	GCB 2757
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: <i>(from work plan)</i>	•		
Completed activities this quarter			
•			
Planned activities for next quarter			
•			
Describe issues, risks or challenges and resolutions			
•			
Estimated expenditures of state funds for this quarter			
•			

ATTACHMENT D
Final Project Progress Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2017-2019	Date:	
Organization:		Agreement number:	GCB 2757
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
	•		
Deliverables: <i>(from work plan)</i>	•		
Describe your progress on each of your deliverables this biennium.			
•			
Did you meet your targets for this biennium? Why or why not?			
What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
How do you measure the performance of your strategies?			
•			
What did you learn this biennium?			
•			
What would help you be more successful in the future? Please be specific (If it's more resources, how much and what would they be for, etc.).			
•			

For each of the strategies in your administrative work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected outcomes	Performance measures	Outcomes met?	Why or why not?

If your organization used other financial resources besides state CTR funds to implement the activities in your administrative work plan for this contract, please provide the information below.

Source of local funds	Total spent this contract	How the funds were used
Total local funds:		

If your organization disbursed any state CTR funds to other organizations to implement the activities in your administrative work plan for this contract, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this contract	Purpose of disbursement
Total disbursement:		