

RESOLUTION NO. 1463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUTE TRIP REDUCTION AGREEMENT WITH THE CITY OF TACOMA.

WHEREAS, RCW 70.94.527, Commute Trip Reduction Efficiency Act ("ACT") requires certain counties and cities including Pierce County and the City of Fife 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

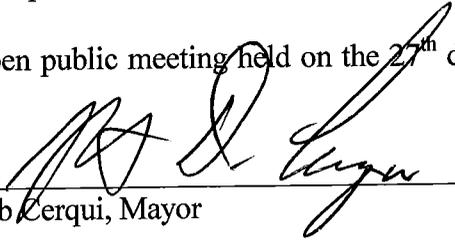
WHEREAS, the State of Washington in its Sessions Laws of 2011, chapter 367, Section 220(8) and (9), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2011-2013 biennial appropriations to WSDOT; and

WHEREAS, Pierce County and the City of Fife negotiated an agreement to allocate the City's proportionate share of state funds for implementing and administrating a CTR plan, and to continue a cooperative approach among the City, Pierce 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 ("Pierce County CTR Agreement"); and

WHEREAS, the City of Fife and City of Tacoma have negotiated an agreement whereby City of Tacoma will perform certain tasks the City of Fife is required to perform under the Pierce County CTR Agreement, and receive the City of Fife's share of state funding for performing such tasks; now, therefore

BE IT RESOLVED that the City Manager is authorized and directed to execute on behalf of the City, the City of Tacoma and City of Fife Commute Trip Reduction Act Agreement 2011-2013 attached hereto as Exhibit A, and by reference incorporated herein.

ADOPTED by the City Council at an open public meeting held on the 27th day of March, 2012.



Rob Cerqui, Mayor

Attest:



Carol Egen, City Clerk

City of Tacoma and City of Fife Commute Trip Reduction Act Agreement 2011-2013

Transfer of Responsibilities for Commute Trip Reduction (CTR) and
Transportation Demand Management Plans and Programs

This AGREEMENT, is entered into by the City of Tacoma, the City of Fife (hereinafter referred to as the "CITIES"), and Pierce County (hereinafter referred to as the COUNTY), to address the distribution of Washington State Commute Trip Reduction Funds to be used for the completion of tasks associated with the Transportation Demand Management Act, RCW 70.94.521-551, pursuant to that certain agreement entered into by the City of Fife and Pierce County dated March 27, 2012 (hereinafter referred to as the "COUNTY/FIFE CTR AGREEMENT").

WHEREAS, the legislature has enacted SSHB 1671 (Washington's Transportation Demand Management Act, Chapter 202, Laws of 1991) which directs the Washington State Department of Transportation to proportionally distribute funds and directs the counties to proportionally distribute funds to the cities and towns for the development and implementation of Commute Trip Reduction Plans, and

WHEREAS, as required by RCW 70.94.521-551, Chapter 202, Laws of 1991, the City of Fife has agreed to perform certain tasks as agreed upon in the COUNTY/FIFE CTR AGREEMENT separately adopted and attached hereto; and

WHEREAS, the Cities of Fife and Tacoma have agreed that the City of Tacoma, should perform those certain tasks set forth herein for employers located within the City of Fife; and

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

1. Transfer of Responsibilities

Responsibilities as defined in Attachment B, Statement of Work for City shall be performed by the City of Tacoma for all affected employers doing business in the City of Fife.

2. Funding

The total funds to be distributed to the City of Fife by Pierce County as identified in Exhibit A, Fund Distribution Formula for Commute Trip Reduction/Transportation Demand Management Funds hereto attached, shall be distributed to the City of Tacoma. If, however, the COUNTY/FIFE CTR AGREEMENT has not been signed and/or the

CTR Ordinance and Plan have not been updated to reflect 2006 legislative and CTR Board changes, the City of Fife will pay the City of Tacoma from the City of Fife's General Fund which will be reimbursed by Pierce County

3. Service Provision

Funds provided to the City of Tacoma under this AGREEMENT shall be used solely for activities undertaken to fulfill the requirements of the Transportation Demand Management Act and to implement the Commute Trip Reduction Law as described in Attachment B. Quarterly Reporting, Surveying, and Evaluation otherwise agreed to in the related COUNTY/FIFE CTR AGREEMENT attached hereto.

4. Commute Trip Reduction Plan for City of Fife Worksites

The City of Tacoma shall not be responsible for providing, assisting in the development of, monitoring, or otherwise participating in the City of Fife's Commute Trip Reduction Program or Plan for its own employees.

5. Disbursement Provision

The City of Fife shall disburse all funds received from Pierce County to the City of Tacoma provided the COUNTY/FIFE CTR AGREEMENT has been signed and/or the CTR Ordinance and Plan are updated to reflect the 2006 legislative and CTR Board changes. If for any reason the document is not signed, Fife will reimburse the City of Tacoma out of its General Fund.

6. Agreement Modifications

a. The CITIES may, from time to time; request changes to this AGREEMENT. Any such changes that are agreed upon by the CITIES shall be incorporated herein by written amendment to this AGREEMENT. No such changes shall be valid unless made in writing and signed by the CITIES.

b. Changes made to the COUNTY/FIFE CTR AGREEMENT, including Attachment B, Statement of Work for County and City, or Exhibit A, Fund Distribution Formula for Commute Trip Reduction/Transportation Demand Management Funds, included by reference in this AGREEMENT, will be automatically incorporated in this AGREEMENT.

7. Termination of Agreement

If, through any cause, either party to this AGREEMENT fails to fulfill in a timely and proper manner its obligations under this AGREEMENT, or violates any covenants, agreements, or stipulations of this AGREEMENT, the other party shall have the right to terminate the AGREEMENT and withhold any remaining allocation of funds if the default or violation is not corrected within 30 days after submitting written notice of intent to terminate.

8. Agreement Period

This AGREEMENT shall become effective immediately on signature by both the CITIES but not before final adoption of the COUNTY/FIFE CTR AGREEMENT. The expiration date shall be June 30, 2013 unless earlier terminated pursuant to paragraph 7 above or because of early termination of the COUNTY/FIFE CTR AGREEMENT.

9. Nondiscrimination

The parties hereto agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this AGREEMENT or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training.

10. Hold Harmless

a. 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 separate entity, 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, or those of its officers, agents, or employees 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 on behalf of the CITIES, damages allowed shall be levied 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.

b. This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or part by this AGREEMENT shall include a provision that the State of Washington, the Washington State Energy Office, and Pierce County are not liable for damage or claims from damage arising from any subcontractor's performance or activities under the terms of the contract.

11. Governing Law and Venue

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Washington both as to validity and performance. Venue of any suit between the parties arising out of this AGREEMENT shall be the Superior Court of Pierce County, Washington.

12. Severability

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

13. Relationship to COUNTY/FIFE CTR AGREEMENT

Except as provided above, in the execution of this AGREEMENT, the CITIES shall be governed by the provisions for Appeals, Exemptions, Waivers, and Modifications, Annual Progress Reporting, Quarterly Reporting, Surveying, and Evaluation, otherwise agreed to in the related COUNTY/FIFE CTR AGREEMENT attached hereto.

IN WITNESS WHEREOF, the CITIES have executed this AGREEMENT as of the date and year written below.

CITY OF TACOMA

CITY OF FIFE

By _____
T.C. Broadnax
City Manager

DAVE ZABELL
City Manager

Countersigned:

Date

BOB BILES
Finance Director

APPROVED AS TO FORM

RYAN PETTY
Department Director

LOREN COMBS
City Attorney

Attest:

Date

DORIS SORUM
City Clerk

Approved as to form:

Assistant City Attorney

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. After the Pierce Transit allocation, 5% shall be allocated to Pierce County for coordination efforts.
3. 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.
4. 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 1-3 as stated above. Unclaimed state funds and over expenditures will be determined by the progress reports.

July 1, 2011 – June 30, 2013 Allocation

Based on numbers submitted to WSDOT on April 15, 2011

	Number of Worksites	Total Allocation
Pierce Transit	n/a	\$139,983
Pierce County Coordination	n/a	\$7,000
City of DuPont	3	\$5,391
City of Fife	2	\$3,594
City of Gig Harbor	2	\$3,594
City of Lakewood	8	\$14,377
Pierce County	10	\$17,971
City of Puyallup	6	\$10,782
City of Sumner	3	5,391
City of Tacoma	38	\$68,289
City of University Place	2	\$3,594
TOTAL	74	\$279,966

ATTACHMENT B

STATEMENT OF WORK FOR THE CITY

CITY Statement of Work

The CITY shall perform the following tasks:

1. Administrative Work Plan

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

1. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to strategies associated with this AGREEMENT 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.
2. The administrative work plan budget shall identify how the CITY will use the state funds provided in this AGREEMENT for each task. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT will be used to complete each task.

The administrative work plan must be approved in writing by the WSDOT Project Manager and signed by the CITY, and shall be incorporated as a written amendment to the AGREEMENT. The work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CITY.

2. Work to be Performed

The CITY, has enacted or will enact a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.555. 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.

3. Implementation Plans

The CITY shall incorporate appropriate sections of the Project Scope of Work and Incentives Guidance, as well as the approved Work Plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of the CTR/GTEC plans, and compliance with applicable ordinances.

4. Appeals, Exemptions, and Modifications

The CITY shall maintain an appeals process consistent with this AGREEMENT 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/tdm/>.

5. Survey Coordination

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

6. Database Updates

The CITY agrees to provide WSDOT with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

7. Planning Data

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

8. Coordination with Local CTR Efforts

The CITY agrees to be an active member of the Pierce County Technical Work Group.

9. Coordination with Regional Transportation Planning Organization

The CITY shall coordinate the development and implementation of its CTR/GTEC 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/GTEC plan and programs to the RTPO upon request.