

INTERLOCAL AGREEMENT AMENDMENT

The FIRST AMENDMENT to the COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT entered into between PIERCE COUNTY (hereinafter called the "COUNTY"), and the City of University Place (hereinafter called the "CITY"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES",

WHEREAS, the 2006 Washington State Legislature passed the Commute Trip Reduction Efficiency Act which requires local governments experiencing the greatest automobile-related air pollution and traffic congestion to develop plans to reduce drive alone trips and vehicle miles traveled.

WHEREAS, RCW 70.94.527 requires development of local government and regional transportation plans consistent with the rules developed by WSDOT in accordance with RCW.70.94.537; and

WHEREAS, both PARTIES agree to amend the original AGREEMENT to add a local government and regional planning funding allocation for the period of July 1, 2006 through June 30, 2007 in the amount of \$5,061.00 using state multi-modal account funds appropriated by ESSB 6241, Chapter 313, Section 226(b);

THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part of the original AGREEMENT, the following amendment is incorporated into the COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Amend **Section 5.0 – Reimbursement Provision** and replace with the following:

SECTION 5.0 REIMBURSEMENT PROVISION

Pursuant to provisions of ACT and the COUNTY'S Intergovernmental Agreement with WSDOT, it is anticipated that the COUNTY will receive funds from WSDOT for implementation of the requirements of the Commute Trip Reduction Law and conduct local and regional planning work associated with the Commute Trip Reduction Efficiency Act. To receive funds from WSDOT, the COUNTY shall submit an invoice voucher to WSDOT within forty-five (45) days of the end of each quarter for the first seven (7) quarters and within fifteen (15) days after the end of the final quarter. Any

payment request by the CITY received after July 9, 2007 or nine (9) days of the termination date, whichever is applicable, will not be eligible for reimbursement. All invoices and warrants shall be based on and paid on actual work performed and actual costs incurred up to the maximum amount identified in Contract Number GCA4577 between the COUNTY and WSDOT. Upon the COUNTY'S receipt of funds from WSDOT, the COUNTY will remit a warrant for payment of these funds to the CITY by using the formula set forth in Attachment A.

The COUNTY will retain all of the CITY'S funds as set forth in Attachment A for work related with the Commute Trip Reduction Law. In exchange, the COUNTY in cooperation with Pierce Transit shall complete the CITY'S responsibilities as defined in Attachment B, State of Work for County and City, hereto attached shall be performed by the COUNTY for all affected employers doing business in the CITY.

2. **New Section 6.1-CITY'S COMMUTE TRIP REDUCTION EFFICIENCY PLAN**
The COUNTY shall not be responsible for the development or implementation of the CITY'S plan required under the Commute Trip Reduction Efficiency Act.

3. Amend Attachment A, **Fund Distribution Formula** and replace with:

Attachment A

**FUND DISTRIBUTION FORMULA FOR
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
COMMUTE TRIP REDUCTION (CTR) FUNDS**

Funding allocated by WSDOT for local implementation of CTR activities and planning required under the CTR Efficiency Act is based on the following formula:

1. Fifty percent of the WSDOT allocation to Pierce County shall be allocated to Pierce Transit.
2. Then 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. The number of affected worksites in each county shall be based on information contained in WSDOT database as of May 1 of each year.

4. Then allocate to each city a portion of the planning funds as indicated by WSDOT Agreement GCA4577-02.
5. At the end of the final quarter any unclaimed state funds listed above 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.
6. Changes in the affected number of jurisdictions will change the allocations to the jurisdictions on a quarterly basis. Changes to the affected number of worksites within a jurisdiction will only change when recalculated for July 1, 2006-June 30, 2007 allocation.

July 1, 2006 – June 30, 2007 Allocation

| | Number Worksites | of Total Allocation | Planning Portion |
|--------------------------|---------------------|---------------------|------------------|
| Pierce Transit | n/a | \$70,992 | n/a |
| Pierce County | n/a | \$3,549 | n/a |
| City of Buckley | 2 | \$1,729 | n/a |
| City of DuPont | 3 | \$2,594 | \$5,091 |
| City of Fife | 4 | \$3,459 | \$5,183 |
| City of Lakewood | 6 | \$5,188 | \$5,213 |
| Pierce County | 11 | \$9,511 | \$5,335 |
| City of Puyallup | 5 | \$4,323 | \$15,152 |
| City of Tacoma | 45 | \$38,909 | \$16,401 |
| City of University Place | 2 | \$1,729 | \$5,061 |
| TOTAL | 78 | \$141,983 | \$57,436 |

4. Amend **Attachment B, Statement of Work, County and City** and delete section CITY Statement of Work and replace with:
 1. **Work to be Performed**
 1. The CITY, has enacted a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.551. Said ordinance requires, for example, the submission of employee commuter surveys, employer annual reports, and other provisions for the tracking of certain vehicle miles traveled (VMT) and single occupant vehicle (SOV) commute trips, as well as provisions to assist in the reduction of VMT and SOV. Therefore, the CITY agrees to implement a CTR program and to comply with all provisions of the city ordinance, which is

| | Last Report | Funds Spent | Since Last Report | Spent on CTR Activities | Since Last Report | Spent on CTR Activities |
|----------------------------------------|-------------|-------------|-------------------|-------------------------|-------------------|-------------------------|
| Required Activities, including: | \$ | \$ | \$ | \$ | \$ | \$ |
| 1. Notification of New Worksites | | | | | | |
| 2. Administering CTR Surveys | | | | | | |
| 3. Employer Annual Report Review | | | | | | |
| 4. Exemptions and Modifications | | | | | | |
| 5. Record Maintenance | | | | | | |
| 6. Enforcement | | | | | | |
| Employer Service Activities | | | | | | |
| Employer Training | \$ | \$ | \$ | \$ | \$ | \$ |
| Incentives | \$ | \$ | \$ | \$ | \$ | \$ |
| Promotion and Marketing | \$ | \$ | \$ | \$ | \$ | \$ |
| Guaranteed Ride Home | \$ | \$ | \$ | \$ | \$ | \$ |
| Other (Specify) | \$ | \$ | \$ | \$ | \$ | \$ |
| CTR Planning Activities | | | | | | |
| Regional | \$ | \$ | \$ | \$ | \$ | \$ |
| Local | \$ | \$ | \$ | \$ | \$ | \$ |
| GTEC | \$ | \$ | \$ | \$ | \$ | \$ |
| Totals | \$ | \$ | \$ | \$ | \$ | \$ |

7. A copy of this Amendment to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended".

8. All other terms and conditions of the original AGREEMENT, not amended, shall remain in full force and effect. This document may be simultaneously executed in

several counterparts, each of which shall be deemed original having identical legal effect.


IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment the day and year last written below.

PIERCE COUNTY

CITY OF UNIVERSITY OF PLACE

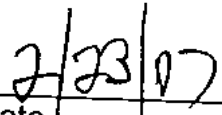
N/A

JOHN W. LADENBURG
Pierce County Executive




ROBERT W. JEAN
City Manager

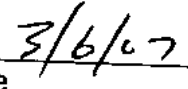
Date N/A



Date



BRIAN J. ZIEGLER
Public Works and Utilities Director



Date

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Date

Assistant Risk Manager

Date

Budget and Finance

Date

N/A
original contract signed

APPROVED AS TO FORM:

Janean Parker
Janean Parker, City Attorney

Date

**INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE
REGARDING**

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 UNIVERSITY PLACE**, a municipal corporation of the State of Washington (herein referred to as "EMPLOYER").

WHEREAS, Pierce County and EMPLOYER share a desire to provide a comprehensive Commute Trip Reduction Program that will reduce single occupant vehicle (SOV) commute trips and improve the mobility of EMPLOYER employees; and

WHEREAS, the 1991 Washington State Legislature enacted the Transportation Demand Management Act, which was codified in RCW 70.94.521 through 70.94.551; and

WHEREAS, the Transportation Demand Management ACT requires major employers to offer to their employees commute option programs; and

WHEREAS, Pierce County has received funding from a Washington State Department of Transportation (WSDOT) Commute Trip Reduction Performance Grant Program grant, GCA4153, for Commute Trip Reduction (CTR) projects; and

WHEREAS, the EMPLOYER, in response to PIERCE COUNTY'S request for Employer Commute Options Grant Program applications, submitted an application for consideration; and

WHEREAS, PIERCE COUNTY, has selected the EMPLOYER'S project as meeting the purpose and criteria of the Employer Commute Options Grant Program.

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 EMPLOYER as follows:

SECTION 1. PURPOSE. Purpose of this agreement is to provide for the distribution of the Employer Commute Options Grant Program funds to EMPLOYER and to memorialize the agreement between the parties relating to the Employer Commute Options Grant Program.

SECTION 2. COUNTY OBLIGATIONS. COUNTY will reimburse the EMPLOYER for services provided as described in EXHIBIT A. Payment will be made within 30 days of receipt of a properly executed and approved invoice from the EMPLOYER. EXHIBIT B,

Quarterly Accomplishment Report shall serve as the invoice format. The EMPLOYER shall submit within ten (10) days following a calendar quarter. The EMPLOYER shall only be paid for expenses incurred accomplishing the tasks described in EXHIBIT A. Completed proof of payments for each expense must be attached to the Quarterly Accomplishment Report. The EMPLOYER will only be reimbursed for receipts and/or invoices of expenditures for this project up to a maximum of \$2,079.00 even if those expenses exceed this maximum.

SECTION 3. EMPLOYER OBLIGATIONS. The EMPLOYER will complete the work outlined in EXHIBIT A.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall have a term commencing on March 1, 2006 and terminating on June 30, 2007.

SECTION 5. INDEMNIFICATION AND DEFENSE. The COUNTY shall defend, indemnify, and save harmless the EMPLOYER, 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 EMPLOYER from any liability or responsibility which arises in whole or in part from the existence or effect of EMPLOYER 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 EMPLOYER ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the EMPLOYER shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the EMPLOYER, the COUNTY, or both, the EMPLOYER shall satisfy the same, including all chargeable costs and attorney's service charges.

The EMPLOYER 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 EMPLOYER, its officers, employees or agents associated with this Agreement. In executing this Agreement, the EMPLOYER 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 EMPLOYER, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 6. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the EMPLOYER, and the EMPLOYER does not intend by this Agreement to assume any contractual obligations to

anyone other than the COUNTY. The COUNTY and the EMPLOYER do not intend that there be any third-party beneficiary to this Agreement.

SECTION 7. INSURANCE COVERAGE. The EMPLOYER 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 \$2,000,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

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

SECTION 9. DEBARMENT AND SUSPENSION CERTIFICATION. Both the County and the municipal corporation certifies to the best of their respective knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the County and/or the municipal corporation are unable to certify to any of the statements in this certification, they shall attach an explanation to this agreement.

SECTION 10. ASSIGNMENT. Neither the COUNTY nor the EMPLOYER 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 EMPLOYER under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

PIERCE COUNTY
Public Works and Utilities Department
Transportation Planning and Programming Division
3619 Pacific Avenue
Tacoma, WA 98418

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 EMPLOYER 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 EMPLOYER a COUNTY employee or any employee of the COUNTY a EMPLOYER 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 EMPLOYER 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 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 17. FILING. Copies of this Interlocal Agreement shall be filed with the Pierce County Auditor, and the Secretary of State of Washington after execution of the Agreement by both parties.

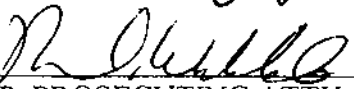
SECTION 18. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on this _____ day of _____, 2006.

Approved as to Form:

PIERCE COUNTY

 5/19/06
DEPARTMENT DIRECTOR Date

 5/23/06
DEP. PROSECUTING ATTY Date
(as to legal form only)


 5/30/06
RISK MANAGEMENT Date

 5-30
BUDGET AND FINANCE Date

N/A


COUNTY EXECUTIVE Date
(if over \$250,000)

CITY OF UNIVERSITY PLACE


CITY MANAGER

4/25/06
Date

Approved as to Form:


CITY ATTORNEY

4-24-06
Date

EXHIBIT A

Pierce Trips Employer Commute Options Grant Program Application

RECEIVED

DEC 30 2005

For an electronic version of this form please contact Debbie Germer at dgermer@pcpw.org.
This signed application is due by December 30, 2005. Please submit to: dgermer@pcpw.org

Pierce County Public Works
Transportation Planning & Programming

Debbie Germer
Pierce County Public Works
3619 Pacific Ave.
Tacoma, WA 98418

| | |
|-----------------------------------------------------------------------------|----------------------------|
| Project Title: "Mission: Participation" | |
| Employee Transportation Coordinator: Sarah Ortiz | |
| Employer: City of University Place | |
| Mailing Address: 3715 Bridgeport Way West, Ste. B-1 | |
| City: University Place | ZIP Code: 98466 |
| Phone Number: (253) 460-2511 | Fax Number: (253) 566-5658 |
| Email Address: Sortiz@cityofup.com | |

1. **Description of Project:** Clearly describe the proposed project including the barrier(s) being addressed, and whether the project is new or an enhancement to existing trip reduction efforts.

This is a new project. Although we have been aware of the CTR Program, the program has not been promoted effectively to employees. Currently a barrier to our City employee participation is the lack of tangible benefits (i.e. financial incentives, subsidies, prizes, etc.). By receiving this grant we hope to heighten employee awareness of the benefits of a CTR program both to the employees and to our general work environment. We will need to provide incentive for employees to encourage active participation in the program. We anticipate ongoing and one time participation of at least 5-6 employees (or 10 percent of total employees).

2. **Project Timeline:** Summarize the project timeline including development, marketing schedule, major implementation steps and ending date.

January – March 2006 Form and orientate a committee from various City divisions to assist with marketing and tracking of program results. The committee will help with overall program implementation, marketing, and tracking, as well as determine monthly incentives for program involvement.

April 2006 – March 2007 Market and provide monthly incentives for participation in the program ending in a "grand prize award" for either the employee achieving the most points during the overall time period or by randomly selecting a participant from

previous top achievers to receive a "grand prize." The Committee will determine the grand prize selection criteria.

April – June 2007

Conduct a final meeting with the committee to review project results, and any problems encountered. Make possible plans for future programs.

Complete Employee Survey by May 18, 2007.

Complete Final Report by June 29, 2007.

3. **Marketing Efforts:** Describe how you plan to promote the new program element.

Marketing will be done through committee members, informative emails, paycheck inserts and announcements or skits at our monthly all-employee meetings.

4. **Tracking:** Describe the tracking methods you will be using to track participation. Methods could include Relax Rewards participation, number of program registrations, or number of requests for a ridematch.

We will use the calendars provided by Relax Rewards to track participation and we may use similar point criteria. The committee will determine the number of points necessary to receive an award.

5. **Projected Trip Reduction:** Project the number of employees who will begin using commute options based on your new program element.

We anticipate 5 – 6 employees participating on a regular basis and 5 – 10 one-time participants.

6. **Other Information:** Please identify other information not covered elsewhere on this application that you believe would be important to the project selection committee.

None

7. **Amount of Funding Requested (not to exceed \$5,000):**

\$2,300

8. **Budget:** Provide a breakdown for the major components of the project. List any in-kind resources the employer will be contributing.

BUDGET

\$ 900.00 Monthly participation gifts
\$1,200.00 Monthly Prizes or Gifts for person scoring the most points
\$ 200.00 Grand Prize
\$2,300.00 Total Amount Requested

\$75 per month to purchase incentives (participation gifts/gift cards) for approximately 7 participants per month.

\$100 per month to purchase a prize or gift card for the person scoring the most points. (In the event of a tie, a winner would be randomly picked.)

In March of 2007, in addition to the usual recognition gifts, a grand prize winner will be chosen from the top monthly winners and will receive a prize or gift card worth \$200. Employer will provide staff time during work hours for committee meetings, marketing, tracking, and completion of necessary reports and updates.

Management Approval: To be signed by corporate officer or authorized manager.

The information above documents our interest in participating in the Pierce Trips Commute Options Employer Grant program. We agree to provide reasonable staff resources to ensure successful completion of the project. We agree to survey our employees, using the state-provided CTR survey instrument by May 18, 2007. We agree to provide quarterly reports as part of our required Quarterly Accomplishment Reports. We agree to provide a more comprehensive final report on the form supplied by Pierce Trips by June 29, 2007. Our final report will document how all project funds were spent and provide a complete evaluation of our efforts. We understand that we will be reimbursed by Pierce County for grant-eligible expenses on a quarterly basis upon submittal of our Quarterly Accomplishment Report and grant invoice.

Signature of CEO or highest ranking official at the worksite.



Name: Rob Karlinsey
for Robert W. Jean, City Manager
Date: 12/30/05

Title: Assistant City Manager

CTR Quarterly Accomplishments Report

Use this form to describe the CTR activities at your worksite for *Month-Month 200x*. This information will be used during the program review process and may be used to help determine nominations for the CTR recognition programs. Please submit this form and attachments by *Month Date, 200x* to:

Debbie Germer, Pierce County:
dgermer@co.pierce.wa.us or Fax: 253.798.2727

ETC Information**

| | | | |
|----------------------------------|--|-----------|--|
| Today's Date | | Company: | |
| ETC(s) Name (list all names): | | | |
| E-Mail | | Fax: | |
| Phone: | | CEO Name: | |

** If a new ETC will be starting at your worksite, please provide that contact information.

Please answer the sections below about your CTR activities. Feel free to use additional pages as necessary and attach examples.

1. Briefly describe the CTR activities you completed in the past three months (**July-September**) including promotions, special events, training, information distribution, and enhancements to your CTR program. Please attach a copy of promotional pieces you created. Do not attach email messages, just list them below by date and subject (Ex: 8/4: Emergency Ride Home Email).

2. Briefly describe the CTR activities you will accomplish in the next three months (**October-December**) including promotions, special events, training, management involvement, and program improvements.

3. What resources can we provide for you (i.e. additional brochures, marketing ideas, ridematching assistance, training, etc)?

Employer Commute Options Grant Recipients Must Complete the Following:

4. Describe, in detail, your Commute Options grant-funded activities during the past three months, including promotions, special events, information distribution, management involvement/support and enhancements to your program.

5. Describe the grant activities you will accomplish for the next three months including promotions, special events, training, and management involvement.

6. Attach copies of your promotional pieces and your tracking forms.

7. Provide all grant-funded expenses incurred during this quarter. Attach your receipts or proofs of expenditures for reimbursement.

| Date | Paid To | For | Amount | Comments |
|------|---------|-----|--------|----------|
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