

06/16/08

AGENDA SHEET FOR COUNCIL MEETING OF: June 2nd, 2008

RECEIVED

MAY 21 2008

AgSht04.25.2008

CITY OF SPOKANE



Submitting Dept.
Planning Services

Contact Person/Phone No.
Louis Meuler 625-6096

CITY CLERK'S OFFICE
Council Sponsor
Nancy Meuler

OPR 2008-0500

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

STANDING COMMITTEES

(Date of Notification)

- Finance _____
- Neighborhoods _____
- Planning/Community & Econ Dev Feb. 4, 2008
- Public Safety _____
- Public Works _____

Neighborhood/Commission/Committee Notified: _____

Action Taken: _____

AGENDA

WORDING:

(If contract, include the term.)

Interlocal Agreement between the City of Spokane and Spokane County outlining the roles and responsibilities of both parties when implementing the City's Growth and Transportation Efficiency Center Plan and grant through the grant period ending June 30th, 2009.

BACKGROUND:

(Attach additional sheet if necessary)

The Spokane GTEC plan was approved by the Spokane County Regional Transportation Planning Organization and the Washington State Commute Trip Reduction Board and was granted \$150,000 for program implementation through the end of June 2009. The GTEC plan is a programmatic guide that includes a collection of City-adopted goals and policies, facility and service improvements, and marketing strategies for the GTEC area. It is designed to improve the number of transportation alternatives and options available within the GTEC.

RECOMMENDATION:

Approve Interlocal Agreement

Fiscal Impact:	<input type="radio"/> N/A	Budget Account:	<input type="radio"/> N/A
<input type="radio"/> Expenditure: \$		#	
<input type="radio"/> Revenue: \$		#	
<input checked="" type="radio"/> Budget Neutral			

ATTACHMENTS: Include in Packets: Agreement
On file for Review in Office of City Clerk:

SIGNATURES:

Department Head

Division Director

Finance

Legal

For the Mayor

Council President

DISTRIBUTION: Planning, Louis Meuler

Attn: Aurora Crooks
Transportation Demand Management Manager
Spokane County
1026 W. Broadway Ave.
Spokane, WA 99260

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

June 2, 2008
Leri D. Wolfe
CITY CLERK

INTERGOVERNMENTAL AGREEMENT

**Growth and Transportation Efficiency Center (GTEC)
Implementation**

THIS AGREEMENT, made and entered into this 18th day of March 2008 by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, WA, 99201, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, the Washington State Legislature has adopted legislation codified in RCW 70.94.521 through 551, the purpose of which is to improve air quality, reduce traffic congestion and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

WHEREAS, the Washington State Legislature has adopted legislation codified in RCW 70.94.528, the purpose of which is to designate existing activity centers listed in a local Comprehensive Plan as growth and transportation efficiency centers (GTEC) and establish a specific transportation demand management program for the designated areas; and

WHEREAS, "Growth and transportation efficiency center" (GTEC) means a defined, compact, mixed-use urban area that contains jobs or housing and supports multiple modes of transportation; and

WHEREAS, the purpose of the GTEC plan is to improve policies, regulations, the physical built environment, air quality, reduce traffic congestion and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT) within the GTEC; and

WHEREAS, the City's GTEC plan includes implementation strategies and programs designed to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, the Washington State Department of Transportation has the statutory authority under Section 2 of RCW 70.94.541 to provide assistance to local governments serving the communities of the State for the purpose of implementing Commute Trip Reduction Plans and Ordinances; and

WHEREAS, the City of Spokane's GTEC plan was selected by the Washington State Commute Trip Reduction Board for funding in October 2007 and allocated \$150,000 through June 2009; and

WHEREAS, RCW 70.94.544 provides for distribution of funds for local CTR and GTEC implementation efforts, and

WHEREAS, pursuant to the provisions of RCW Section 70.94.527 (5), counties and cities may enter into agreements through the Interlocal Cooperation Act to coordinate the development and implementation of Commute Trip Reduction related plans and ordinances; and

WHEREAS, the City of Spokane is now desirous of having the Spokane County CTR Office perform those tasks as outlined in the Spokane GTEC contract for funding with the Washington State Department of Transportation.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW 70.94.527 (5), the parties hereto do mutually agree as follows:

Section 1: PURPOSE

The County will enter into an agreement with the Washington State Department of Transportation under which it will receive \$150,000 through the end of June 2009 for implementation of the City of Spokane GTEC plan. The City will execute any and all necessary documents which may be required by the Washington State Department of Transportation.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

Section 2: DURATION

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, 2009.

Section 3: TERMINATION

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the Washington State Department of Transportation as a part of the GTEC contract, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the Washington State Department of Transportation terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

Section 4: DESIGNATION OF ADMINISTRATOR

The County hereby designated Ms. Aurora J. Crooks, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

Section 5: ACQUISITION/DISPOSITION OF PROPERTY

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

Section 6: COMPLIANCE WITH LAWS

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but not necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the Washington State Department of Transportation in conjunction with performing those tasks for the City.

Section 7: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return receipt requested, sent to the Parties at their respective addresses hereinabove given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

Section 8: HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

Section 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

Section 10: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The City has read and understands all of this Agreement, and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the City to execute the same.

Section 11: ANTI-KICKBACK

No officer or employee of the parties having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

Section 12: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

Section 13: RCW 39.34 REQUIRED CLAUSES

- A. **Purpose:** See Section 1 above.
- B. **Duration:** See Section 2 above.
- C. **Organization of Separate Entity and its Powers:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **Responsibilities of the Parties:** See provisions above.

E. **Agreement to be Filed:** The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

F. **Financing:** Except as otherwise provided in this Agreement, each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **Termination:** See Section 3 above.


H. **Property Upon Termination:** See provisions above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


Bonnie Mager, Chair


CITY OF SPOKANE

By: 
Its: (Thomas E. Danek, Jr. City Administrator)



Todd Mielke, Vice Chair

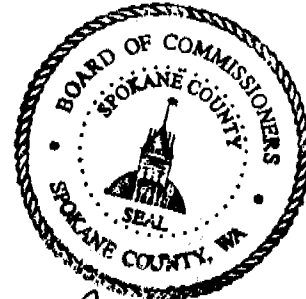


Mark Richard, Commissioner

ATTEST:


Terri Pfister, City Clerk

APPROVED AS TO FORM


Assistant City Attorney



ATTEST:

By: 
Daniela Erickson
Clerk of the Board

ATTACHMENT "A"
STATEMENT OF WORK

The County will:

1. Maintain and administer the City's GTEC Plan.
2. Employ a full-time Transportation Demand Management Manager to administer the GTEC Plans and Ordinances.
3. Submit to Washington State Department of Transportation periodic progress reports summarizing the overall GTEC implementation costs incurred by the City and the County and shall be reported in a format provided by WSDOT.
4. Coordinate and administer baseline and measurement GTEC employer surveys. Provide employer survey assistance, training and state-supplied survey forms.
5. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.
6. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.
7. Market available services to affected employers to assist in accomplishing GTEC goals.
8. Work collaboratively with and provide technical guidance and support to employers in developing successful GTEC programs.
9. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.
10. Provide employers with written information on basic requirements of the CTR ordinance and GTEC Plan, and an explanation of how the plan is intended to achieve its goals.
11. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR/GTEC program.

12. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.
13. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.
14. Submit to Washington State Department of Transportation periodic invoices along with progress reports that accurately assess the progress made by County and the City in implementing the GTEC plan and program.
Report contents include:
 - a. Detailed summary of GTEC events and projects, including implementation assistance provided to employers within the City;
 - b. Actual total GTEC expenditures used by the County as required by WSDOT;
15. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. Establish and maintain a separate "City of Spokane GTEC Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.
16. Continue applying for funding opportunities to further encourage the use of commute alternatives.

ATTACHMENT "B"
STATEMENT OF WORK

The City will:

1. Provide Spokane County with copies of any proposed amendments to the GTEC Plan and implementing ordinance.
2. Provide adequate facilities for the equivalent of one full time staff person devoted to the GTEC project for the duration of the GTEC project. The GTEC staff person(s) are to be paid for from the GTEC administration grant funds.
3. Assist in promotion of GTEC programs and implementation.
4. Assist in policy and development regulation review consistent with the GTEC plan.
5. Provide Spokane County with copies of any expenditures made on behalf of the GTEC, including Capital expenditures to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred solely for the performance of this agreement.
6. Perform the deliverables identified in the City's GTEC program and scope of work covered by the GTEC grant.

ADDENDUM

THIS ADDENDUM is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City" and SPOKANE COUNTY, a Washington State political subdivision, as "County"; jointly hereinafter referred to as the "Parties".

WHEREAS, the County was allocated \$150,000 from the Washington State Department of Transportation for implementation of the City of Spokane GTEC (growth and transportation efficiency center) plan; and

WHEREAS, the County on March 18, 2008 authorized a contract with the City wherein the County's CTR (commute trip reduction) Office would perform certain tasks and the City would perform certain tasks toward the implementation plan; and

WHEREAS, the contract did not specify that the City would be hiring a temporary employee to perform its tasks and the County would be reimbursing the City for this expense; -- Now, Therefore,

The Parties agree as follows:

1. CONTRACT DOCUMENTS. The document entitled "Intergovernmental Agreement Growth and Transportation Efficiency Center (GTEC) Implementation (8 0223) approved by the board of commissioners for the County on March 18, 2008 is incorporated by reference into this addendum and made a part of it.

2. ADDENDUM. There is added to the contract the following section:

REIMBURSEMENT OF EXPENSES. The Parties agree that the City may hire a temporary intern to assist it in performing the City's tasks in the Statement of Work. The County agrees to reimburse the City up to a maximum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) toward the costs of the intern.

Dated: 6/16/08

CITY OF SPOKANE

By: [Signature]

Title: (Thomas E. Danek, Jr. - City Administrator)

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



Dated: May 27, 2008

BOARD OF COMMISSIONERS OF SPOKANE
COUNTY, WASHINGTON

Bonnie Mager
Bonnie Mager, Chair

Attest:

Daniela Erickson
Daniela Erickson
Clerk of the Board

Todd Mielke
Todd Mielke, Vice Chair

Mark Richard
Mark Richard, Commissioner

