

**CITY OF LAKEWOOD, PIERCE COUNTY, PIERCE
TRANSIT, THE CITY OF TACOMA AND THE
WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION INTERLOCAL AGREEMENT
FOR THE 2001 BICYCLE PARKING GRANT**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington (RCW), on the 2nd day of July, 2001, by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (hereinafter referred to as the "Employer"), and Pierce County, and the other entities with which it participates in its Commute Trip Reduction programs, namely, Pierce Transit, the City of Tacoma and the Washington State Department of Transportation, municipal corporations and/or political subdivisions of the State of Washington, (hereinafter collectively referred to as the "Grant Participants"),

WITNESSETH:

WHEREAS, the Grant Participants are authorized by RCW 70.94.544 and RCW 70.94.257 to expend funds for single-occupant vehicle commute trip reduction; and,

WHEREAS, major employers in Washington are required by RCW 70.94.531 to develop commute trip reduction programs, to include bicycle-parking facilities; and,

WHEREAS, the employer is an employer in Pierce County, and in order to achieve compliance with the above referenced statutes and in consideration of the mutual covenants contained below, it is appropriate that the parties enter into an agreement to address commute trip reduction program goals.

NOW THEREFORE, THE PARTIES HERETO DO HEREBY AGREE as follows:

1. Through the 2001 Bicycle Parking Grant Agreement, Employer shall receive 1 bicycle-parking facilities (bike rack) that holds 6 bikes, which bike rack shall be used for purpose of providing bicycle-parking facilities to employers affected by the Commute Trip Reduction (CTR) law and to help reduce drive-alone commute trips made to employment sites located in Pierce County.
2. The Employer shall take possession and ownership of the bike rack on or before June 29, 2001, provided that the bike rack vendor/manufacture delivers the bike rack directly to the Employer's work site on or before that date. The Employer shall place the bike rack at City Hall, Lakewood, WA 98499. The Employer shall be responsible for the installation and maintenance of the bike rack, provided that the Employer agrees that it shall properly site the bike rack with the appropriate amount of space and shall install the bicycle-parking facilities on flat concrete or asphalt.

3. The Employer shall advertise the availability of bicycle parking needs to all employees and the Employer shall add the availability of bicycle parking to its CTR information provided to newly hired employees.

4. The Employer shall look to the vendor/manufacturer's warranty for appropriate action to be taken by Employer if damage occurs to the bike rack. The Grant Participants shall not be obligated to repair or replace the bike rack, nor shall the Grant Participants be obligated or liable for or use or operation of the bike rack, nor for wear and tear; defects in the bike rack; theft or vandalism to the bike rack or the Employer work site; nor any damages or injury caused by use or placement of the bike rack.

5. The Employer shall indemnify and hold the Grant Participants and their agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Grant Participants arising out of, in connection with, or incident to the execution of this Agreement and/or the Employer's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Grant Participants, their agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Employer; and provided further, that nothing herein shall require the Employer to hold harmless or defend the Grant Participants, their agents, employees and/or officers from any claims arising from the sole negligence of the Grant Participants, their agents, employees, and/or officers. No liability shall attach to the Grant Participants by reason of entering into this Agreement except as expressly provided herein.

6. The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

7. The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

8. If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

9. NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the Grant Participants:
Pierce County
3619 Pacific Avenue
Tacoma, WA 98418-7929
Attn: Debbie Germer

To the Employer:
City of Lakewood
10510 Gravelly Lake Drive S.W., Suite 206
Lakewood, WA 98499-5013
Attn: City Manager

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

10. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

11. MISCELLANEOUS PROVISIONS

A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.

C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

D. The duration of this Agreement shall be for the useful life of the bike rack or for the period of time it reasonably takes for the performances by the parties as completed herein.

E. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.

F. The purpose of this Agreement is to accomplish the objectives of this Agreement.

G. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.

H. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

I. Unless a joint oversight and administration board is created as provided herein, the oversight and administration of the Agreement shall be by the respective named representatives identified in Paragraph 9. hereof, or their designees.

J. Unless otherwise specifically provided herein, any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.

K. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

L. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the City shall have the right to terminate the Agreement.

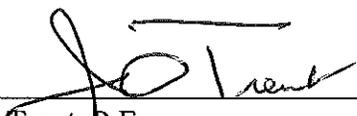
M. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

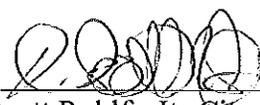
N. Copies of this Agreement shall be filed with the Pierce County Auditor's Office, The Secretary of State of the State of Washington, and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

PIERCE COUNTY

CITY OF LAKEWOOD

By: 
John O. Trent, P.E.
Pierce County Public Work Director
For and on behalf Pierce County, and the
other entities identified as Grant Participants

By: 
D. Scott Rohlfs, Its City Manager

Date: 6-11-01

Date: 07.02.01

Attest:

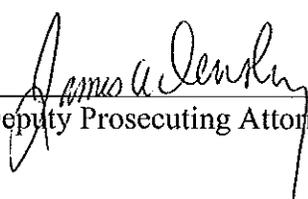

City Clerk 6-11-01

Attest: _____

Approved as to form:

Approved as to form:


Lakewood City Attorney


Deputy Prosecuting Attorney