

1 August 11, 1995

INTRODUCED BY LARRY GOSSETT

PROPOSED No. 95 - 590

2  
3  
4 MOTION **9677**

5 A MOTION authorizing the county executive to enter into an  
6 agreement with the Washington State Energy Office to accept  
7 technical assistance grant funds as required by RCW 70.94.544 in  
8 the approximate amount of \$2,122,646 for the July 1, 1995 to June  
9 30, 1997 state biennium and also authorizing the county executive  
to enter into an agreement with the cities within the county required  
to plan under Chapter 70.94 RCW to distribute technical assistance  
grant funds as required by that Chapter.

10 WHEREAS, the Commute Trip Reduction ("CTR") Act (Chapter 70.94 RCW)  
11 requires each county with a population over 150,000, and each city within those counties  
12 containing an employer having 100 or more employees to adopt by ordinance and implement  
13 a commute trip reduction plan, and

14 WHEREAS, the CTR Act requires technical assistance funds to be made available by  
15 the state to help counties, cities and towns in implementing commute trip reduction plans, and

16 WHEREAS, the CTR Act provides further that CTR funds shall be distributed among  
17 the counties in proportion to the number of major employers and major worksites in each  
18 county and the counties shall subsequently provide funds to cities within the county in  
19 proportion to the number of major employers and major worksites in each city, and

20 WHEREAS, the Washington State Energy Office ("WSEO") has developed an  
21 intergovernmental agreement with the affected counties (Attachment A), which provides for  
the transfer of the CTR technical assistance funds to the counties as required by statute, and

22 WHEREAS, a coordinating committee of representatives from King County and each  
23 of the affected cities has developed interlocal agreements between the county and each of the  
24 affected cities within the county (Attachments B, C, and D), which provide for the transfer of  
25 CTR technical assistance funds and services to the cities,

26 NOW, THEREFORE BE IT MOVED by the Council of Metropolitan King County:

27 A. The county executive is hereby authorized to enter into an agreement with the  
28 Washington State Energy Office, in substantially the same form as in Attachment A of this  
29 motion, to accept CTR technical assistance funds in the approximate amount of \$2,122,646  
30 for the July 1, 1995 to June 30, 1997 biennium, to be distributed among King County and the  
31 cities within King County that are required to implement commute trip reduction plans under  
32 the CTR Act.  
33

1 B. The county executive is hereby authorized to enter into interlocal agreements,  
2 in substantially the same form as in Attachments B, C and D of this motion, with the affected  
3 cities to distribute CTR technical assistance funds among the county and the cities.

4 PASSED by a vote of to \_\_\_\_ this 9<sup>th</sup> day of October, 1995.

5 KING COUNTY COUNCIL  
6 KING COUNTY, WASHINGTON

7 Kent Pullen

8 Chair

8 Passed by a vote of 9-0.

9 ATTEST:

10 Arnold G. Peterson

11 Clerk of the Council

12 Attachments:

- 13 A. Intergovernmental Agreement: Development and Implementation of Commute
- 14 Trip Reduction (CTR) Plans and Programs
- 15 B. Commute Trip Reduction Interlocal Agreement - City of Seattle
- 16 C. Commute Trip Reduction Interlocal Agreement - Cities of Algona, Auburn,
- 17 Bellevue, Bothell, Burien, Enumclaw, Federal Way, Issaquah, Kent, Kirkland,
- 18 Mercer Island, Redmond, Renton, SeaTac, Tukwila, and Woodinville.
- 19 D. Commute Trip Reduction Interlocal Agreement - City of Des Moines

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**Attachment A**

## INTERGOVERNMENTAL AGREEMENT

## Development and Implementation

## of Commute Trip Reduction(CTR) Plans and Programs

Washington State Energy Office AND  
 P.O. Box 43165  
 Olympia, WA 98504-3165  
 Re: T.J. Johnson  
 Overall Maximum Amount: \$2,122,646  
 12 Month Authorized Amount: \$1,061,323  
 Beginning Date: July 1, 1995

King County  
 400 Yesler Way, Room 400  
 Seattle, WA 98104  
 Re: Director of Public Works FedID #: \_\_\_\_\_  
 Attention: Ann Martin, Transportation Planning  
 Authorized Time Period: 12 Months-June 30, 1996  
 Expiration Date: June 30, 1997

This Agreement, entered into by and between King County (hereinafter referred to as the County or Contractor) and the Washington State Energy Office (hereinafter referred to as the Energy Office), WITNESS THAT:

WHEREAS, the Energy Office has the statutory authority under Sec. 301 of the Natural Resources budget 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 Energy Office also has the responsibility to administer programs and projects assigned to the Energy Office by the Governor or the Washington State Legislature; and  
 WHEREAS, Revised Code of Washington (RCW) 70.94.521-551 directs the Energy Office to proportionally distribute funds to the counties and that the counties proportionally distribute the funds to the cities with Commute Trip Reduction plans; and  
 WHEREAS, the Energy Office hereby desires to engage the County to perform certain tasks as hereinafter agreed upon by both parties.

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

1. **FUNDING PROVISIONS AND CONTINGENCIES**

The total funds to be reimbursed to the County for the overall agreement period shall not exceed \$2,122,646.

2. **SERVICE PROVISIONS**

Funds provided to the County under this Agreement shall be used solely for activities undertaken to fulfill the requirement of RCW 70.94.521-551 and to implement the tasks as described in the Statement of Work, which, by this reference, is made a part of this Agreement.

3. **AGREEMENT PERIOD**

The effective date of this agreement shall be July 1, 1995. The agreement expiration date shall be June 30, 1997.

4. **REIMBURSEMENT PROVISIONS**

The County shall submit an invoice voucher (state form A-19) to the Energy Office within thirty (30) days of the end of each quarter. Within thirty (30) days after receiving the voucher and upon approval, the Energy Office shall remit to the County a warrant for payment. All warrants shall be in the amount equal to one eighth (to the nearest dollar) of the total amount to be remitted to the County under this Agreement.

5. **EVALUATION AND MONITORING**

- a. The County shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Energy Office that are pertinent to the intent of this Agreement.
- b. The Energy Office or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the Energy Office or the State Auditor may deem necessary, all the County's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three years from the date final payment is made hereunder.
- c. The County shall remit to the Energy Office quarterly reports, as described in the Statement of Work, for the Energy Office to adequately and accurately assess the progress made by each jurisdiction in implementing RCW 70.94.521-551. These reports shall be submitted to the Energy office no later than thirty (30) days following the end of the quarter.

6. **QUARTERLY REPORTING**

The County shall remit to the Energy Office quarterly reports as described in the Statement of Work, for the Energy Office to adequately and accurately assess the progress made by each jurisdiction in implementing RCW 70.94.521-551. These reports shall be submitted to the Energy Office no later than thirty (30) days following the end of each quarter.

7. **ANNUAL REPORTING**

The County shall remit to the Energy Office an annual report, as described in the Statement of Work, for the Energy Office to adequately and accurately assess the progress made by each jurisdiction in implementing RCW 70.94.521-551. This report shall be submitted to the Energy Office no later than thirty (30) days after **June 30, 1996 and June 30, 1997.**

8. **EMPLOYMENT PROVISIONS**

There shall be no discrimination against any employee who is paid by the funds indicated in the 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, lay-off or termination, rate of pay or other forms of compensation, and selection for training.

9. **AGREEMENT MODIFICATIONS**

The Energy Office and the County may, from time to time, request changes in service to be performed with the funds. Any such changes that are mutually agreed upon by the Energy Office and the County shall be incorporated herein by written amendment of this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

10. **TERMINATION OF AGREEMENT**

- a. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of its covenants, agreements or stipulations of this Agreement, the Energy Office shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the County describing such default or violation.

- b. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by the County, and not otherwise paid for by the Energy Office prior to the effective date of such termination shall be paid as a pro rata portion of the applicable quarterly reimbursement amount.

11. **SPECIAL PROVISION**

The Energy Office's failure to insist upon the strict performance of any provision of this Agreement 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 Agreement.

12. **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 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 party harmless from any such liability. In the case of negligence of both the Energy Office and the County, any damages allowed shall be levied in proportion to the percentage of negligence attributable to the other party.
- b. This indemnification clause shall also apply to any and all cause of action arising out of performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the Energy Office and the State of Washington are not liable for damage or claims for damages arising from any subcontractor's performance or activities under the terms of the contracts.

13. **GOVERNING LAW AND VENUE**

The Agreement 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 Agreement shall be the Superior Court of Thurston County, Washington.

14. **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 effect 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.

15. **RECAPTURE PROVISION**

- a. In the event that the County fails to expend state funds in accordance with state law and/or the provisions of this Agreement, the Energy Office reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance.
- b. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the Agreement. Repayment by the County of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the Energy Office is required to institute legal proceedings to enforce the recapture provision, the Energy Office shall be entitled to its cost thereof, including reasonable attorneys fees.

16. **REDUCTION IN FUNDS**

The Energy Office may unilaterally terminate all or part of this agreement, or may reduce its scope of work or budget under this Agreement, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this Agreement.

17. ADMINISTRATION

- a. The Energy Office key personnel shall be T.J. Johnson.
- b. The County's key personnel shall be Ann Martin, or her designee.

18. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

19. FINAL PAYMENT

Final invoice payment will be made upon completion of all tasks as specified in the Statement of Work.

This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year last specified below.

STATE OF WASHINGTON  
Washington State Energy Office

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
WSEO Assistant Attorney General  
This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

CONTRACTOR

King County

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy Prosecuting Attorney  
This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

## STATEMENT OF WORK

## Development and Implementation of Commute Trip Reduction Plans and Programs

**BACKGROUND:**

The 1991 Legislature found that automobile traffic in Washington's metropolitan areas is the major source of emissions of air contaminants and that increasing automobile use is aggravating traffic congestion. Further, the 1991 Legislature found that increasing automobile traffic is a major factor in increasing consumption of gasoline. According to the Legislature, reducing the number of commute trips to work via single-occupant vehicles and vehicle miles traveled is an effective way of reducing vehicle-related air pollution, traffic congestion, and energy use.

To address these problems, Second Substitute House Bill 1671 (RCW 70.94.521-551) passed the 1991 Legislature and was signed by the Governor. RCW 70.94.521-551 requires cities, counties and towns containing "major employers" in the counties (Clark, King, Kitsap, Pierce, Snohomish, Spokane, Thurston, and Yakima) experiencing the greatest vehicle-related air pollution, gasoline consumption, and congestion problems to develop ordinances, plans, and programs to reduce vehicle miles traveled and single-occupant vehicle commute trips.

These counties, cities, and towns are to establish, implement, and maintain commute trip reduction (CTR) ordinances and plans for all major employers within their jurisdiction. CTR plans are being developed in cooperation with local transit agencies, regional transportation planning organizations and major employers. They are to be consistent with and can be incorporated in state or regional transportation plans and local comprehensive plans. Additionally, the trip reduction plans and ordinances are to be consistent with the guidelines established by the CTR Task Force.

The CTR Law is being implemented in phases. **Phase I (July 1, 1991 to June 30, 1993)** covered the initial period of local ordinance and plan implementation. **Phase II (July 1, 1993, to June 30, 1997)** covers ongoing project administration, including, but not limited to: submittal of employer annual reports (1996, 1997), and employee survey results, where and when available.

**OBJECTIVES:**

County (hereinafter referred to as the Contractor or County), or its designated regional or county-wide authority, will coordinate and administer the distribution of funds. The County will 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, implementation, and administration of CTR plans and ordinances as described in RCW 70.94.521-551. The Washington State Energy Office (WSEO) will provide funds to the Contractor to assist in the County's implementation of the CTR Law. The Contractor will distribute those funds to cities and towns within the county implementing and administering commute trip reduction ordinances and plans. Funds provided to the Contractor under this agreement are to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521-551, Transportation Demand Management.



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CONTRACTOR (COUNTY) TASKS:

I. General Tasks

- A. Maintain and administer a CTR ordinance and plan for affected employers in the unincorporated area of the County, according to the provisions of RCW 70.94.521-551.
- B. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will maintain and administer a CTR ordinance and plan for affected employers in their jurisdiction, according to the provisions of RCW 70.94.521-551.
- C. Provide WSEO with a public hearing notice and copies of any proposed amendments to the County's CTR ordinance, plan, or administrative guidelines within the first week of the public review period, and final copies of such action within one (1) month of adoption.
- D. Include a provision in all CTR interlocal agreements stating that local jurisdictions will provide WSEO with a public hearing notice and copies of any proposed amendments to their CTR ordinance, plan, or administrative guidelines within the first week of the public review period, and final copies of such action within one (1) month of adoption.
- E. Review the County's parking policies and ordinances as they relate to affected employers and affected worksites and any revisions necessary to promote the intent of the CTR law, ordinance, and plan. Provide written summary of parking review process and any revisions undertaken to WSEO by thirty (30) days after **June 30, 1996**.
- F. Include a provision in all CTR interlocal agreements stating that local jurisdictions will review parking policies and ordinances as they relate to affected employers and affected worksites and any revisions necessary to promote the intent of the CTR law, ordinance, and plan. Provide written summary of parking review process and any revisions undertaken to WSEO by thirty (30) days after **June 30, 1996**.
- G. Provide WSEO with a public hearing notice and copies of all proposed changes in CTR zone boundaries, values of the proportion of single-occupant vehicle commute trips and the commute trip vehicle miles traveled per employee that occur in the unincorporated county within the first week of the public review period, and final copies of such action within one (1) month of adoption.
- H. Include a provision in all CTR interlocal agreements stating that local jurisdictions will provide WSEO with a public hearing notice and copies of all proposed changes in CTR zone boundaries, values of the proportion of single-occupant vehicle commute trips and the commute trip vehicle miles traveled per employee that occur in the local jurisdiction the first week of the public review period, and final copies of such action within one (1) month of adoption.
- I. Provide WSEO with updates to the list of affected employer worksites, as defined by the CTR Guidelines in the unincorporated county by no later than thirty (30) days following the end of each quarter.
- J. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will provide to WSEO a list of affected employer worksites, as defined by the CTR Guidelines, in their jurisdiction by no later than thirty (30) days following the end of each quarter.

## II. Coordination

- A. 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, implementation, and administration of CTR plans and ordinances.
- B. Distribute funds to affected jurisdictions, or their designees, within the county implementing CTR plans and ordinances as required by RCW 70.94.544.
- C. Submit to WSEO a list of dollar amounts to be disbursed by the County to local jurisdiction(s) within sixty (60) days of approval of all interlocal agreements between the County and local jurisdiction(s).
- D. Serve as a liaison between WSEO and cities, towns, transit agencies, and regional transportation planning organizations for the purposes of RCW 70.94.521-551.
- E. Pursue in good faith the cooperation of local jurisdictions in providing the WSEO with data and documents which will enhance its capacity to analyze and evaluate the effectiveness of the CTR legislation via a Memorandum of Agreement developed for this purpose and sent under separate cover.

## III. Appeals, Waivers, and Modifications

- A. Maintain an appeals process whereby employers in the unincorporated county may apply for a waiver or modification of CTR requirements if they would be unable to meet the requirements of a CTR plan or ordinance as a result of special characteristics of their business or location.
- B. Include a provision in all CTR interlocal agreements stating that local jurisdictions will maintain an appeals process whereby employers in the local jurisdiction may apply for a waiver or modification of CTR requirements if they would be unable to meet the requirements of a CTR plan or ordinance as a result of special characteristics of their business or location.
- C. Submit each quarter all waivers or modifications from CTR requirements granted to employers by the County, its designee, or an appeals board, to the State CTR Task Force for review and comment. (RCW 70.94.527(9))
- D. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will submit each quarter copies of all waivers or modifications from CTR requirements granted to employers by the local jurisdictions, their designee, or an appeals board, to the State CTR Task Force for review and comment (RCW 70.94.527(9))

## IV. Annual Progress Reporting.

- A. Submit an annual progress report for the unincorporated County to WSEO by no later than thirty (30) days after **June 30, 1996** and **June 30, 1997**. (RCW 70.94.527(8))
- B. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will provide an annual progress report to WSEO by no later than thirty (30) days after **June 30, 1996** and **June 30, 1997** in the format described in Item E of this section.

- C. Use the state-provided "Program Description and Employer Annual Report" form or have the County form reviewed by WSEO for data compatibility and consistency with the state "Program Description and Employer Annual Report" form.
- D. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will use the state-provided "Program Description and Employer Annual Report" form or have their form(s) reviewed by WSEO for data compatibility and consistency with the state "Program Description and Employer Annual Report" form.
- E. The annual progress report will include:
  - 1) Jurisdiction's contact person's name, mailing address, and phone number.
  - 2) Progress in attaining the applicable CTR goals for each CTR zone.
  - 3) Any significant problems encountered.
  - 4) One (1) hard copy of each affected employer's most recent Program Description and Employer Annual Report.
  - 5) An estimate of expenditures by category for all state CTR funds expended by the jurisdiction during the previous year for the purpose of CTR implementation. These categories include, but are not limited to the following: Administrative Costs, Promotional Costs, Interjurisdictional Coordination, Employer Assistance, and Training.
- F. Distribute the WSEO-provided State "Program Description and Employer Annual Report" form to local jurisdictions within the county implementing CTR plans and ordinances, as required.

#### V. Quarterly Reporting

- A. With the invoice vouchers, submit to WSEO quarterly progress reports summarizing:
  - 1) Past quarter's CTR events and projects;
  - 2) A detailed summary of implementation assistance provided to affected employers within the county;
  - 3) An estimate of expenditures by budget categories used by the county for all state CTR funds expended by the county during the previous quarter for the purpose of CTR implementation; and,
  - 4) A list of scheduled CTR events, projects, and implementation assistance expected to be provided to affected employers in the next quarter including all CTR training classes, within thirty (30) days of the end of each quarter.
- B. Include a provision in all CTR interlocal agreements stating that the local jurisdictions, or their designees, will submit to WSEO quarterly reports summarizing:
  - 1) Past quarter's CTR events and projects;
  - 2) A detailed summary of implementation assistance provided to affected employers within the county;
  - 3) An estimate of expenditures by budget categories used by the jurisdiction or its designee for all state CTR funds expended by the county during the previous quarter for the purpose of CTR implementation; and,
  - 4) A list of scheduled CTR events, projects, and implementation assistance expected to be provided to affected employers in the next quarter including all CTR training classes, within thirty (30) days of the end of each quarter.

## VI. Surveying

- A. Provide WSEO, or its designee, any and all updated or new employer, jurisdiction, zone, or county CTR survey database information. CTR survey database information must be submitted in WSEO-specified format (**Attachment 1**) at least two weeks prior to submitting survey forms for processing.
- B. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will provide the County, or its designee, any updated or new employer, jurisdiction, zone, or county CTR survey database information. CTR survey database information must be submitted in WSEO-specified format (**Attachment 1**) at least three weeks prior to submitting survey forms for processing.
- C. Return all processed CTR Employee Questionnaires unaltered to their respective employer(s) (in the unincorporated county) within thirty (30) days of receipt from the state with a copy of the CTR Guide for Employer Surveys or other WSEO-reviewed survey guide/instructional materials.

## WSEO TASKS:

### I. CTR Plans and Programs Development and Implementation Support

Through the Technical Assistance Team, provide support in developing and implementing CTR plans and programs, including providing training, informational materials, and assistance in CTR evaluation. Assist with overall CTR outreach on a statewide basis.

### II. Employer Cost Survey

- A. Distribute the Employer Cost Survey to the County, or its designee.
- B. Distribute the Employer Cost Survey to local jurisdictions, or their designees.

### III. Annual Reporting Assistance

- A. Distribute the State "Program Description and Employer Annual Report" form to the County, or its designee, as requested.
- B. Review the County's and/or local jurisdiction's program descriptions and employer annual reporting forms for data compatibility and consistency with the state "Program Description and Employer Annual Report" form within thirty (30) days of receipt.
- C. Provide the County, local jurisdictions, or their designees with Program Description and Employer Annual Report form summary information, as requested.

### IV. Survey Assistance

- A. Provide the County with the CTR survey database format (**Attachment 1**).
- B. Distribute the Employee Questionnaires in sufficient numbers to the County, or its designees, as requested.

- C. Provide survey processing at no cost to the County, local jurisdictions, or their designees, for the Employee Questionnaire during the measurement years.
  - D. Provide survey processing at no cost to newly affected employers in the County and local jurisdictions for the Employee Questionnaire as required by their measurement dates.
  - E. Provide technical assistance to the County, local jurisdictions, or their designees on surveying, as requested.
  - F. Return the processed Employee Questionnaires to the County, local jurisdictions, or their designees within sixty (60) days.
  - G. Review survey guide/instructional materials developed by the County, local jurisdictions, or their designees for consistency with the state-developed "CTR Guide for Employer Surveys" within thirty (30) days of receipt.
- V. Identify or develop a procedure for resolving questions of whether the County has failed to expend state funds in accordance with the state law and/or the provisions of this agreement, whether local jurisdictions have failed to expend state funds in accordance with state law, and, if so, whether such failure warrants the withholding of state funds or the invocation of the recapture provisions contained in Section 14 of this agreement.
- VI. Upon receipt and approval of quarterly reports and invoice vouchers (state form A-19), pay the County within thirty (30) days. All warrants shall be in the amount equal to one eighth (to the nearest dollar) of the total amount to be remitted to the County under this Agreement.
- VII. **Evaluation**
- A. Assist WSEO staff with the CTR evaluation. (RCW 70.94.537(4))
  - B. Distribute the WSEO Employer Cost Survey to all affected employers in the unincorporated county. (RCW 70.94.537(4))

Funding Source: State Funds -- PI#26941 - Transportation Demand Management.

# ATTACHMENT 1

## COMMUTE TRIP REDUCTION SURVEY DATABASE INFORMATION FORMAT

In order to generate CTR Survey Reports for employers (and summary survey reports for jurisdictions, zones, and counties) information specific to each organization is required. In most cases the State already has all or most of this information. However, it must be continuously updated as new employers or jurisdictions survey under the CTR program, or when current information changes (e.g., worksite moves to new street address, etc.) New information and revisions must be provided in the structure outlined below.

Typically, the State will gather new and revised information via hardcopy (paper). The State will provide forms consistent with the required format for the County lead agencies to fill out when adding or revising information in the State's CTR Survey Database.

Alternatively, County lead agencies may submit new information or revisions electronically. County lead agencies should submit new information as a generic database file (dbf), assuming it conforms to the specifications below.

<u>Field</u>	<u>Length</u>	<u>Description</u>	<u>Example</u>
GrpCode	C,6	group code	E25189
GrpName	C,60	group name	Silver Tree Publications
GrpBranch	C,60	group branch	Main Street branch
GrpStreet	C,60	worksite street address	900 Main Street, Suite B
GrpCity	C,45	worksite city	Sometown
GrpState	C,2	worksite state	WA
GrpZip	C,10	worksite zip	98905
ToPerson	C,60	person to contact	Bernie Buns
ToCompany	C,60	contact organization	Silver Tree Enterprises
ToAddress	C,60	contact mail address	P.O. Box 3489
ToStreet	C,60	contact street address	6507 West Mayfield
ToCity	C,45	contact city	Sunny Springs
ToState	C,2	contact state	NY
ToZip	C,10	contact zip code	10092-3489
Jcode	C,6	jurisdiction code	J906
Zcode	C,6	zone code	Z4102
Ccode	C,6	county code	C41
Scode	C,6	state code	S1
ZoneMiles	N,6	zone average trip length	(NA-for zone records only)
BaseSOV	C,20	zone base SOV value	85%
GoalSOV	C,20	zone goal (1995) value	72.25%
Base VMT	C,20	zone base VMT value	9.3 miles
GoalVMT	C,20	zone goal (1995) value	7.91 miles

Note: The example given is an employer (worksite) record. Not all fields would be filled for jurisdiction, zone, or county records.

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**Attachment B**

**COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT**

An interlocal agreement between King County (the "County") and the City of Seattle ("City") for the purpose of carrying out RCW 70.94.521-.551, commonly known as the Commute Trip Reduction Act of 1991.

WHEREAS, the Legislature enacted RCW 70.94.521-.551, commonly known as the Commute Trip Reduction Act, to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips; and

WHEREAS, King County and the cities within King County having within their boundaries one or more "major employers" as defined by RCW 70.94.524(1) are required to develop and implement commute trip reduction plans; and

WHEREAS, the local jurisdiction commute trip reduction plans are required to be coordinated and consistent with plans of adjacent jurisdictions and applicable regional plans; and

WHEREAS, the Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement commute trip reduction plans; and pursuant to RCW 70.94.544, the Washington State Energy Office shall distribute these funds to counties, which shall in turn distribute funds to those cities within the county in proportion to the number of major employers and major worksites within each city; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(6) and Chapter 39.34 RCW--the Interlocal Cooperation Act;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, it is hereby agreed:

**SECTION 1.0 PURPOSES**

The purposes of this Agreement are: (1) To allocate to the City its proportionate share of the State technical assistance funding for implementing a commute trip reduction plan and (2) to continue a cooperative approach between the City and the County in order to address interjurisdictional issues and to meet the statutory requirements for coordination and consistency among the jurisdictions' respective commute trip reduction plans.



## SECTION 2.0 DEFINITIONS

The following definitions shall apply to this Agreement:

**"Administrative Representative"** means a person responsible for being the central administrative contact for issues related to this Agreement as designated pursuant to Section 3.4 of the Agreement.

**"Affected Employer"** means a private or public employer that, for at least twelve continuous months during the year, employs one hundred or more full-time employees at a single worksite who begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays on two or more weekdays.

**"Commute Trip Reduction Act"** means Chapter 202, Washington Laws of 1991, codified as RCW 70.94.521-.551.

**"Commute Trip Reduction Plan (CTR Plan)"** means a plan designed to achieve reductions in the proportion of single-occupant vehicle commute trips and the vehicle miles traveled as described in RCW 70.94.527.

**"Commute Trip Reduction Program (CTR Program)"** means a program designed by an affected employer to achieve reductions in the proportion of single-occupant vehicle commute trips and the commute trip vehicle miles traveled as described in RCW 70.94.531.

**"CTR Funds"** means state funds authorized by RCW 70.94.544 to assist counties and cities implementing commute trip reduction plans.

**"State"** is the Washington State Energy Office (WSEO) unless otherwise noted.

## SECTION 3.0 SCOPE OF WORK

- 3.1 **Scope of Work:** The scope of work to be completed by the City and the County in accordance with this Agreement is described in Exhibit A: Statement of Work, which by reference is made a part of this Agreement. Funds provided to the City and the County under this Agreement shall be used solely for activities undertaken to fulfill the provisions of the Commute Trip Reduction Act, including those activities described in Exhibit A.

- 3.2 Separate Agreements for CTR Services:** Consistent with applicable State and local laws and regulations, the City and the County may enter into separate agreements with other public agencies or consultants to perform the following CTR tasks under contract: (1) assist employers in developing CTR Programs; (2) review and approve CTR Programs, annual reports, requests for exemptions, modifications or other actions submitted by employers; and (3) establish and maintain records and produce required reports.
- 3.3 Evaluation and Monitoring:** The City and the County shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the State that are pertinent to and consistent with the intent of the Commute Trip Reduction Act. The State shall be solely responsible for determining satisfactory performance of the Statement of Work by the City. The County's role in monitoring and/or evaluating the City is limited to its functions as the State's fiscal agent in disbursing the CTR Funds, pursuant to Section 4 of this Agreement, and as the State's liaison with the City.
- 3.4 Administrative Representatives:** Immediately following their execution of this Agreement, the County and the City shall each designate one person to be the central administrative contact for matters pertaining to this Agreement, and shall make such designation, as well as any subsequent changes in such designation, known to each other in writing, immediately after such designation.
- 3.5 King County CTR Coordinating Committee:** The County shall establish and provide administrative support to a CTR Coordinating Committee--a staff-level committee with representatives from Metro, the Puget Sound Regional Council, and each city in King County required to develop a CTR Plan. Each entity will name its representative to the committee in its own manner. The purposes of the committee shall be to (1) provide a forum for efforts to coordinate the development of the CTR Plans, (2) address issues and share information related to implementation of the CTR Plans, and (3) address other transportation demand management matters as agreed to by the committee.

#### **SECTION 4.0 DISBURSEMENT OF CTR FUNDS.**

- 4.1 Amounts.** The total amount of CTR Funds to be paid to the City for the Agreement period shall be based on the method described in Exhibit B: Methodology for Allocating CTR Funds, which by reference is made a part of this Agreement.
- 4.2 Disbursement of Funds.** The County shall invoice the State for the countywide disbursement of CTR Funds in a timely manner consistent with the County's agreement with the State. The County shall provide the City with instructions for the submittal of invoices and quarterly progress reports consistent with the requirements imposed on the County by the State. Within twenty (20) days after receiving an invoice voucher from the City, the County shall remit to the City a warrant for an amount equal to one quarter (to the nearest dollar) of the City's total allotment for the allocation period, PROVIDED THAT the State

has made a timely disbursement of CTR Funds to the County. In the event the State does not make a timely disbursement of funds, the County will notify the other Party of the delay, and shall make such disbursement immediately after receiving CTR Funds from the State.

#### **SECTION 5.0 REPORTING.**

- 5.1 Quarterly Reports.** When requesting payment each quarter, the City (or its designee) shall submit a brief progress report to the County indicating CTR implementation activities undertaken during the past quarter and those scheduled for the current quarter. The County shall forward the City's quarterly progress reports to the State.
- 5.2 Auditing of Records, Documents, and Reports.** The State Auditor, the County, or the City and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the State Auditor may deem necessary, all the records of the City and the County with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

**SECTION 6.0 RECAPTURE AND NONCOMPLIANCE PROVISIONS.** In the event of a final judicial or quasi-judicial determination that the City has failed to expend the CTR Funds in accordance with State law and in the event the State determines this noncompliance warrants the withholding of funds and requests the County's assistance in resolving the matter, the County reserves the right to withhold further disbursements to the City until the State notifies the County that disbursements may be resumed.

**SECTION 7.0 REDUCTION IN FUNDS.** If there is a reduction of CTR Funds by the State, and if such funds are the basis of this Agreement, the County and the City may agree to reduce their respective statements of work or budgets under this Agreement and/or the Parties may terminate the Agreement, as provided in Section 12.4.

#### **SECTION 8.0 NONDISCRIMINATION.**

- 8.1 General Nondiscrimination Statement:** There shall be no illegal discrimination against any employee who is paid with CTR Funds or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era/disabled veterans status, or the presence of any sensory, mental, or physical disability. 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.

- 8.2 **Americans with Disabilities Act (ADA) of 1990, Public law 101-336:** The City must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**SECTION 9.0 WAIVER OF DEFAULT.** Waiver or any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the entity making such waiver.

**SECTION 10.0 SEVERABILITY.** In the event any term or condition of the Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end the terms and conditions of this agreement are declared severable.

**SECTION 11.0 INDEMNIFICATION AND HOLD HARMLESS.**

- 11.1 **No Joint Venture; Indemnification:** It is understood and agreed that this agreement is solely for the benefit of the Parties hereto and gives no right to any other entity. No 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, and those of its officers, agents, or employees while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other Party harmless from any such liability. In the case of negligence of both Parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Party in proportion to the percentage of negligence attributable to the other Party.
- 11.2 **Scope of Indemnification; State's Nonliability to Subcontractors:** 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 in part by this Agreement shall include a provision that the State is not liable for damage or claims from damages arising from any subcontractor's performance or activities under the contract.
- 11.3 **Survival of Indemnification:** The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

## SECTION 12.0 TERM, DURATION, MODIFICATION AND TERMINATION.

- 12.1 Term of Agreement:** This Agreement shall be effective July 1, 1995. The expiration date for purposes of performing substantive work and for incurring costs hereunder shall be June 30, 1997, and for final accounting purposes shall be August 31, 1997, unless terminated earlier or extended pursuant to the provisions hereof.
- 12.2 Duration.** This Agreement shall automatically expire on June 30 of odd-numbered years unless the Parties take action to extend it as provided in Subsection 12.3. The Parties may extend the agreement for an additional two (2) year period by executing an agreement substantially in the form of Exhibit C: Format for Agreement to Extend and/or Modify the CTR Interlocal Agreement (ILA).
- 12.3 Modification.** This Agreement may be amended or otherwise altered only by written agreement of the County Executive and an authorized representative of the City. Exhibit C: Format for Agreement to Extend and/or Modify the CTR (ILA) may be used for such action.
- 12.4 Termination.**
- (a) Each Party may terminate its obligations under this Agreement, upon thirty (30) days advance written notice of the termination to the other Party.
- (b) If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold the CTR Funds allotted to the County, then either Party may terminate this Agreement upon giving thirty (30) days written notice to the other Party. The County, as the State's fiscal agent, shall have the authority and responsibility to ensure that upon termination of this Agreement, any remaining CTR Funds are made available in the manner described in Section 4.0 of this Agreement or returned to the State.
- 12.5 Non-Appropriation of Funds:** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future biennium, the County will not be obligated to make any payments after the end of the then current biennium and this Agreement will expire.

## SECTION 13. CHANGE IN STATUS

- 13.1 Addition of Cities for Purposes of Allocation of Funds.** Any city within the County that is not Party to an Agreement with the County for the distribution of CTR funds that (a) becomes affected by Chapter 70.94 RCW and is required to implement a CTR plan and (b) enters into an Agreement with the County shall be allocated CTR Funds beginning with the next annual allocation period provided for in Section 4.1 of this Agreement.

**13.2 Change in Status.** If the City finds it is no longer affected by Chapter 70.94 RCW and is therefore no longer required to implement a CTR plan, it may continue to be a Party to this Agreement for purposes of participating in the CTR Coordinating Committee for information sharing, but shall not receive CTR Funds effective with the quarter following the change in status.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by having their authorized representatives affix their signatures below.

Approved as to form: THE CITY OF SEATTLE

By \_\_\_\_\_ By \_\_\_\_\_  
Assistant City Attorney Director of Engineering

Date: \_\_\_\_\_

Approved as to form: KING COUNTY:

By \_\_\_\_\_ By \_\_\_\_\_  
Deputy Prosecuting Attorney King County Executive

Date: \_\_\_\_\_

- EXHIBIT A: Statement of Work
- EXHIBIT B: Methodology for Allocating Funds
- EXHIBIT C: Format for Agreement to Extend and/or Modify the CTR ILA

**EXHIBIT A: STATEMENT OF WORK**  
Implementation of Commute Trip Reduction Plans and Programs

**BACKGROUND:** The 1991 Session of the Washington State Legislature found that automobile traffic in Washington's metropolitan areas is the major source of emissions of air contaminants and that increasing automobile traffic is aggravating traffic congestion. Further, the Legislature found that increasing automobile traffic is a major factor in increasing consumption of gasoline. Reducing the number of commute trips to work via single-occupant vehicles is an effective way of reducing vehicle-related air pollution, traffic congestion, and energy use.

To address these problems, the Commute Trip Reduction (CTR) Act was enacted by the 1991 Legislature and signed by the Governor. This Act requires cities and counties containing "major employers" in the eight counties experiencing the greatest vehicle-related air pollution, gasoline consumption and congestion problems to develop plans and programs to reduce single-occupant vehicle commute trips. These counties and cities are to establish and implement commute trip reduction plans for all major employers within their jurisdiction. The commute trip reduction plans are to be developed in cooperation with local transit agencies, regional transportation planning organizations, and major employers. They are to be consistent with and can be incorporated in State or regional transportation plans and local comprehensive plans. Additionally, the trip reduction plans are to be consistent with the guidelines established by the State's Commute Trip Reduction Task Force.

King County and the sixteen cities affected by the CTR law (Algona, Auburn, Bellevue, Bothell, Des Moines, Enumclaw, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, SeaTac, Seattle, and Tukwila) entered into the 1991-1993 CTR Interlocal Agreement (ILA) for the purposes of allocating State CTR grant funds for the initial development and implementation of CTR program. Under this agreement the County and the cities passed local CTR ordinances, identified potentially affected employers, established commute trip reduction zones and zone base year values and progress year goals, and conducted review of local parking policies as they related to CTR. King County and all the cities except for Kent entered into an agreement with Metro for the provision of centralized CTR administrative services. Beginning with the 1993-1995 allocation, the cities of Burien and Woodinville were added to the list of affected CTR cities in King County and began receiving their proportionate share of CTR funding.

This CTR ILA will involve on-going program administration, including, but not limited to: employer initial program descriptions, employer annual reports, and employee survey results, where and when available. It is intended that this CTR ILA will be administratively renewed each biennium with the scope of work modified as is necessary to accommodate changes in State technical assistance fund requirements or local conditions.

**CITY TASKS:****1.0 General Tasks:**

- 1.1 Maintain and administer a CTR ordinance and plan for affected employers in the incorporated area of the CITY according to the provisions of RCW 70.94.521-551.
  - 1.2 The CITY will provide WSEO with a public hearing notice and copies of any proposed amendments to their CTR ordinance, plan, or administrative guidelines within the first week of the public review period, and final copies of such action within one (1) month of adoption.
  - 1.3 Review the CITY's parking policies and ordinances as they relate to affected employers and affected worksites and any revisions necessary to promote the intent of the CTR Law, ordinance, and plan. Provide a written summary of the CITY's parking review process to WSEO by thirty days after June 30, 1996.
  - 1.4 Provide WSEO with a public hearing notice and copies of all proposed changes in CTR zone boundaries, values of the proportion of single-occupant vehicle commute trips and commute trip vehicle miles traveled per employee that occur in the incorporated CITY within the first week of the public review period and final copies of such action within one (1) month of adoption.
  - 1.5 Provide WSEO with a list of affected employer worksites as defined by the CTR Guidelines in the incorporated CITY with the number of affected employees, as defined by the CTR Guidelines, at each worksite by no later than thirty (30) days following the end of each quarter.
  - 1.6 Maintain an appeals process whereby employers in the incorporated CITY may apply for a waiver or modification of the CTR requirements if they would be unable to meet the requirements of a CTR plan or ordinance as a result of special characteristics of their business or location.
  - 1.7 Submit each quarter all waivers or modifications from CTR requirements granted by the CITY or its designee, or an appeals board, to employers, to the State CTR Task Force for review and comment (RCW 70.94.527(9)).
- 2.0. **Surveying:** Provide WSEO or its designee any updated or new employer, jurisdiction, zone, or CITY CTR survey database information. CTR survey database information must be submitted in WSEO-specified format at least two weeks prior to submitting survey forms for processing.



### 3.0 Annual Progress Reporting:

3.1 Submit an annual progress report for the CITY to WSEO by thirty (30) days after June 30, 1996, and June 30, 1997, in the format described in section 3.3 of this statement of work. (RCW 70.94.527(8))

3.2 Use the state-provided "Program Description & Employer Annual Report" or have the CITY form reviewed by WSEO for data compatibility and consistency with the state "Program Description & Employer Annual Report" form.

3.3 The annual progress report will include:

- a. Jurisdiction's contact person's name, mailing address, and phone number.
- b. Progress in attaining the applicable CTR goals for each CTR zone.
- c. Any significant problems encountered.
- d. One (1) hard copy of each affected employer's most recent "Program Description & Employer Annual report."
- e. An estimate of expenditures by category for all state funds expended by the jurisdiction during the previous year for the purpose of CTR implementation. These categories include, but are not limited to the following: administrative costs, promotional costs, interjurisdictional coordination, employer assistance, and training.

4.0 **Quarterly Reporting.** With the invoice vouchers submit to the COUNTY quarterly progress reports summarizing CTR events and projects within the CITY and a list of scheduled CTR events and/or projects in the next quarter including all CTR training classes, within fifteen (15) days of the end of each quarter.

The City or its designee shall also submit to WSEO quarterly reports summarizing: (1) past quarter's CTR events and projects; (2) a detailed summary of implementation assistance provided to affected employers within the city; (3) an estimate of expenditures by budget categories used by the City or its designee for all state CTR funds expended by the City during the previous quarter for the purpose of CTR implementation; and (4) a list of scheduled CTR events projects and implementation assistance expected to be provided to affected employers in the next quarter including all CTR training classes, within thirty (30) days of the end of each quarter.

5.0 **Memorandum of Understanding.** Pursue in good faith with the COUNTY a memorandum of understanding in substantially the same form as Attachment 2 (page 13) regarding the provision to WSEO of data and documents which will enhance the WSEO's capacity to analyze and evaluate the effectiveness of the CTR legislation. Notwithstanding any other provision hereof, the tasks and activities specified in such Memorandum of Understanding

neither the inability of the Parties hereto to reach agreement with respect to such Memorandum of Understanding nor the City's failure to perform any of the tasks and activities specified in such Memorandum of Understanding shall constitute a default or breach of this Interlocal Agreement.

**COUNTY TASKS:**

- 1.0 **Distribution of Funds:** King County, acting as a fiscal agent for the State, will coordinate and administer within King County the distribution of State CTR Funds available to local governments within the County. Pursuant to this interlocal agreement, King County will provide funds to cities within the county which are developing and implementing commute trip reduction plans. Funds provided under this agreement are to be used solely for activities undertaken to fulfill the requirements of the CTR Act, codified as RCW 70.94.521, et seq. King County will distribute funds to local jurisdictions within the county implementing CTR plans and ordinances as required by RCW 70.94.544 as provided by Section 4.2 and Exhibit B to this AGREEMENT.
- 2.0 **Liaison:**
  - 2.1 Serve as a liaison between WSEO and cities, towns, transit agencies, and regional transportation planning organizations for the purposes of RCW 70.94.521-551.
  - 2.2 Distribute the WSEO-provided State Program Description & Employer Annual Report Form to local jurisdictions within the county implementing CTR plans and ordinances, as requested.

**EXHIBIT B: METHODOLOGY FOR ALLOCATING CTR FUNDS**

This exhibit describes the methodology for allocating CTR funds among the County and the affected CTR cities within the County that are required to plan and implement a CTR plan by RCW 70.94.521.-.551, including the City that is Party to this Agreement.

1. **Definition:** For purposes of this exhibit, the following definition shall apply in addition to those in Section 2 of this Agreement:

**"Actual Affected Employer Worksites"** means a worksite of an affected employer for which the employer has, within the last twelve month period ending March 31, (1) submitted a program description or received an extension of this deadline for this action if authorized by local ordinance, (2) submitted an annual or other report or requested an extension of the deadline for submitting such reports, (3) been exempted or otherwise excused from submitting annual or other reports but is still required to implement an employer CTR program by locally adopted ordinance, or (4) been exempted from all or a portion of CTR program requirements.

2. **Annual Allocation:** CTR Funds will be allocated annually based on the State's fiscal year (July 1 to June 30).

3. **Amount to Be Allocated for Each Allocation Period.** The amount to be allocated annually shall be (a) one-half of the total biennial amount of State CTR funds or (b), in the event that the State/County contract specifies other schedules for disbursements, the total amount to be disbursed to the County by the State for the State's fiscal year.

4. **Allocation Method beginning July 1, 1995.** State CTR funds shall be allocated annually. The allocation shall be in direct proportion to the number of actual affected employer worksites compared to the total number of affected employer worksites within the entire County effective March 31 of each year. The City shall submit a listing of actual affected employer worksites to King County by April 5 of each year for purposes of calculating the allocation.

**EXHIBIT C: FORMAT FOR AGREEMENT TO EXTEND AND/OR MODIFY THE CTR INTERLOCAL AGREEMENT**

*This general format shall be followed to carry out the provisions of Section 12.2 to extend the agreement and Section 12.3 to modify the agreement.*

DATE

The Honorable \_\_\_\_\_  
Mayor \_\_\_\_\_  
City of \_\_\_\_\_  
Address \_\_\_\_\_

RE: Renewal/Modification of Commute Trip Reduction Act Interlocal Agreement

Dear Mayor \_\_\_\_\_:

The Commute Trip Reduction Act (CTR) Interlocal Agreement (ILA), which allocates State CTR funds to local CTR jurisdictions and describes required implementation activities, provides in . . . *(select one of the following paragraphs or combine as appropriate)* . . .

. . . Section 12.2 that the ILA shall "automatically expire on June 30 of odd-numbered years unless the Parties to the Agreement initiate action to extend the Agreement for a two (2) year period." I propose that the Agreement be extended for a two year period beginning June 30, \_\_\_\_\_, with modifications to Exhibit A: Statement of Work as attached.

. . . Section 12.3 that the ILA "may be amended, altered, or extended only by written agreement of the County Executive and authorized representative of the City." I propose that the ILA be amended as follows (or, as in Attachment A).

Please indicate your concurrence with this proposal by signing where indicated below and returning this to me.

Sincerely,

Name  
King County Executive

I concur with the proposed action.

\_\_\_\_\_  
Mayor, City of \_\_\_\_\_  
Date \_\_\_\_\_

Memorandum of Understanding  
Between King County and the City of Seattle  
Regarding Commute Trip Reduction Program Implementation  
For the Period July 1, 1995--July 30, 1997

The Memorandum of Understanding establishes the intent of King County and the City of Seattle to assist the Washington State Energy Office (WSEO) and the Commute Trip Reduction Task Force in their evaluation of the effectiveness of CTR legislation. To that end, King County and the City of Seattle, by way of this memorandum, express their intent to:

1. Notify the WSEO as soon as practicable of any controversial appeals, waivers, and modifications. In the event that there is a public hearing or review period related to appeals, waivers and modifications, the jurisdiction will provide the WSEO with copies of public hearing or review notice(s);
2. Provide the WSEO on a quarterly basis a list of applications for waivers to or modifications from CTR requirements considered and to provide WSEO copies of related documents as requested;
3. Include an electronic version of the database which contains information on each employer's most recent Program Description and Employer Annual Report, if available;
4. Provide a list of CTR trainers and reviewers on staff or under contract with the jurisdictions;
5. Provide raw data on employers and their programs;
6. Distribute WSEO-provided Employer Cost Survey forms to employers affected by the CTR law and respective local ordinances;
7. Provide WSEO with a public hearing notice and copies of any CTR-related amendments to parking ordinances within the first week of the public review period for the public hearing, and final copies of such action within one(1) month of adoption; and
8. Return all processed CTR Employee Questionnaires and Supplemental Questionnaires unaltered to their respective employer within thirty (3) days of receipt from the State with a copy of the CTR Guide for Employer surveys or other WSEO-reviewed survey guide/instructional materials.

9677

**Attachment C**

## COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT

An interlocal agreement between King County (the "County") and the City of \_\_\_\_\_ ("City") for the purpose of carrying out RCW 70.94.521-.551, commonly known as the Commute Trip Reduction Act of 1991.

WHEREAS, the Legislature enacted RCW 70.94.521-.551, commonly known as the Commute Trip Reduction Act, to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips; and

WHEREAS, King County and the cities within King County having within their boundaries one or more "major employers" as defined by RCW 70.94.524(1) are required to develop and implement commute trip reduction plans; and

WHEREAS, the local jurisdiction commute trip reduction plans are required to be coordinated and consistent with plans of adjacent jurisdictions and applicable regional plans; and

WHEREAS, the Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement commute trip reduction plans; and pursuant to RCW 70.94.544, the Washington State Energy Office shall distribute these funds to counties, which shall in turn distribute funds to those cities within the county in proportion to the number of major employers and major worksites within each city; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(6) and Chapter 39.34 RCW--the Interlocal Cooperation Act;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, it is hereby agreed:

### SECTION 1.0 PURPOSES

The purposes of this Agreement are: (1) To allocate to the City its proportionate share of the State technical assistance funding for implementing a commute trip reduction plan and (2) to continue a cooperative approach between the City and the County in order to address interjurisdictional issues and to meet the statutory requirements for coordination and consistency among the jurisdictions' respective commute trip reduction plans.

## SECTION 2.0 DEFINITIONS

The following definitions shall apply to this Agreement:

**"Administrative Representative"** means a person responsible for being the central administrative contact for issues related to this Agreement as designated pursuant to Section 3.4 of the Agreement.

**"Affected Employer"** means a private or public employer that, for at least twelve continuous months during the year, employs one hundred or more full-time employees at a single worksite who begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays on two or more weekdays.

**"Commute Trip Reduction Act"** means Chapter 202, Washington Laws of 1991, codified as RCW 70.94.521-.551.

**"Commute Trip Reduction Plan (CTR Plan)"** means a plan designed to achieve reductions in the proportion of single-occupant vehicle commute trips and the vehicle miles traveled as described in RCW 70.94.527.

**"Commute Trip Reduction Program (CTR Program)"** means a program designed by an affected employer to achieve reductions in the proportion of single-occupant vehicle commute trips and the commute trip vehicle miles traveled as described in RCW 70.94.531.

**"CTR Funds"** means state funds authorized by RCW 70.94.544 to assist counties and cities implementing commute trip reduction plans.

**"State"** is the Washington State Energy Office (WSEO) or its successor agency unless otherwise noted.

## SECTION 3.0 SCOPE OF WORK

- 3.1 Scope of Work:** The scope of work to be completed by the City and the County in accordance with this Agreement is described in Exhibit A: Statement of Work, which by reference is made a part of this Agreement. Funds provided to the City and the County under this Agreement shall be used solely for activities undertaken to fulfill the provisions of the Commute Trip Reduction Act, including those activities described in Exhibit A.
- 3.2 Separate Agreements for CTR Services:** Consistent with applicable State and local laws and regulations, the City and the County may enter into separate agreements with other public agencies or consultants to perform the following CTR tasks under contract: (1) assist



employers in developing CTR programs; (2) review and approve CTR programs, annual reports, requests for exemptions, modifications or other actions submitted by employers; and (3) establish and maintain records and produce required reports.

- 3.3 Evaluation and Monitoring:** The City and the County shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the State that are pertinent to and consistent with the intent of the Commute Trip Reduction Act. The State shall be solely responsible for determining satisfactory performance of the Statement of Work by the City. The County's role in monitoring and/or evaluating the City is limited to its functions as the State's fiscal agent in disbursing the CTR Funds, pursuant to Section 4 of this Agreement, and as the State's liaison with the City.
- 3.4 Administrative Representatives:** Immediately following their execution of this Agreement, the County and the City shall each designate one person to be the central administrative contact for matters pertaining to this Agreement, and shall make such designation, as well as any subsequent changes in such designation, known to each other in writing, immediately after such designation.
- 3.5 King County CTR Coordinating Committee:** The County shall establish and provide administrative support to a CTR Coordinating Committee—a staff-level committee with representatives from Metro, the Puget Sound Regional Council, and each city in King County required to develop a CTR Plan. Each entity will name its representative to the committee in its own manner. The purposes of the committee shall be to (1) provide a forum for efforts to coordinate the development of the CTR Plans, (2) address issues and share information related to implementation of the CTR Plans, and (3) address other transportation demand management matters as agreed to by the committee.

#### **SECTION 4.0 DISBURSEMENT OF CTR FUNDS.**

- 4.1 Amounts.** The total amount of CTR Funds to be paid to the City for the Agreement period shall be based on the method described in Exhibit B: Methodology for Allocating CTR Funds, which by reference is made a part of this Agreement.
- 4.2 Disbursement of Funds.** The County shall invoice the State for the countywide disbursement of CTR Funds in a timely manner consistent with the County's agreement with the State. The County shall provide the City with instructions for the submittal of invoices and quarterly progress reports consistent with the requirements imposed on the County by the State. Within twenty (20) days after receiving an invoice voucher from the City, the County shall remit to the City a warrant for an amount equal to one quarter (to the nearest dollar) of the City's total allotment for the allocation period, PROVIDED THAT the State has made a timely disbursement of CTR Funds to the County. In the event the State does not make a timely disbursement of funds, the County will notify the other Party of the delay, and shall make such disbursement immediately after receiving CTR Funds from the State. The

City shall provide the County with an invoice and required report within fifteen (15) days of the end of the quarter. If an invoice and report are not provided by that date, delayed disbursement to the City may result.

**4.3 Commuter Challenge.** Consistent with Section 3.0 of this agreement, the County shall include a provision in its contract with the Economic Development Council of Seattle and King County for funding by the City in an amount directed by the City. The County shall disburse funds to the Commuter Challenge quarterly. Such disbursements shall be deducted from the City's quarterly allocation of CTR funds described in Section 4.2.

#### **SECTION 5.0 REPORTING.**

**5.1 Quarterly Reports.** When requesting payment each quarter, the City (or its designee) shall submit a brief progress report to the County indicating CTR implementation activities undertaken during the past quarter and those scheduled for the current quarter. The County shall forward the City's quarterly progress reports to the State.

**5.2 Auditing of Records, Documents, and Reports.** The State Auditor, the County, or the City and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the State Auditor may deem necessary, all the records of the City and the County with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

**SECTION 6.0 RECAPTURE AND NONCOMPLIANCE PROVISIONS.** In the event of a final judicial or quasi-judicial determination that the City has failed to expend the CTR Funds in accordance with State law and in the event the State determines this noncompliance warrants the withholding of funds and requests the County's assistance in resolving the matter, the County reserves the right to withhold further disbursements to the City until the State notifies the County that disbursements may be resumed.

**SECTION 7.0 REDUCTION IN FUNDS.** If there is a reduction of CTR Funds by the State, and if such funds are the basis of this Agreement, the County and the City may agree to reduce their respective statements of work or budgets under this Agreement and/or the Parties may terminate the Agreement, as provided in Section 12.4.

#### **SECTION 8.0 NONDISCRIMINATION.**

**8.1 General Nondiscrimination Statement:** There shall be no illegal discrimination against any employee who is paid with CTR Funds or against any applicant for such employment because

of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era/disabled veterans status, or the presence of any sensory, mental, or physical disability. 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.

- 8.2 **Americans with Disabilities Act (ADA) of 1990, Public law 101-336:** The City must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**SECTION 9.0 WAIVER OF DEFAULT.** Waiver or any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the entity making such waiver.

**SECTION 10.0 SEVERABILITY.** In the event any term or condition of the Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end the terms and conditions of this agreement are declared severable.

**SECTION 11.0 INDEMNIFICATION AND HOLD HARMLESS.**

- 11.1 **No Joint Venture; Indemnification:** It is understood and agreed that this agreement is solely for the benefit of the Parties hereto and gives no right to any other entity. No 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, and those of its officers, agents, or employees while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other Party harmless from any such liability. In the case of negligence of both Parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Party in proportion to the percentage of negligence attributable to the other Party.
- 11.2 **Scope of Indemnification; State's Nonliability to Subcontractors:** 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 in part by this Agreement shall include a provision that the State is not liable for damage or claims from damages arising from any subcontractor's performance or activities under the contract.

- 11.3 **Survival of Indemnification:** The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

## **SECTION 12.0 TERM, DURATION, MODIFICATION AND TERMINATION.**

- 12.1 **Term of Agreement:** This Agreement shall be effective July 1, 1995. The expiration date for purposes of performing substantive work and for incurring costs hereunder shall be June 30, 1997, and for final accounting purposes shall be August 31, 1997, unless terminated earlier or extended pursuant to the provisions hereof.
- 12.2 **Duration.** This Agreement shall automatically expire on June 30 of odd-numbered years unless the Parties take action to extend it as provided in Subsection 12.3. The Parties may extend the agreement for an additional two (2) year period by executing an agreement substantially in the form of Exhibit C: Format for Agreement to Extend and/or Modify the CTR Interlocal Agreement (ILA).
- 12.3 **Modification.** This Agreement may be amended or otherwise altered only by written agreement of the County Executive and an authorized representative of the City. Exhibit C: Format for Agreement to Extend and/or Modify the CTR (ILA) may be used for such action.

### **12.4 Termination.**

(a) Each Party may terminate its obligations under this Agreement, upon thirty (30) days advance written notice of the termination to the other Party.

(b) If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold the CTR Funds allotted to the County, then either Party may terminate this Agreement upon giving thirty (30) days written notice to the other Party. The County, as the State's fiscal agent, shall have the authority and responsibility to ensure that upon termination of this Agreement, any remaining CTR Funds are made available in the manner described in Section 4.0 of this Agreement or returned to the State.

- 12.5 **Non-Appropriation of Funds:** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future biennium, the County will not be obligated to make any payments after the end of the then current biennium and this Agreement will expire.

## **SECTION 13. CHANGE IN STATUS**

- 13.1 **Addition of Cities for Purposes of Allocation of Funds.** Any city within the County that is not Party to an Agreement with the County for the distribution of CTR funds that (a) becomes affected by Chapter 70.94 RCW and is required to implement a CTR plan and (b)

enters into an Agreement with the County shall be allocated CTR Funds beginning with the next annual allocation period provided for in Section 4.1 of this Agreement.

**13.2 Change in Status.** If the City finds it is no longer affected by Chapter 70.94 RCW and is therefore no longer required to implement a CTR plan, it may continue to be a Party to this Agreement for purposes of participating in the CTR Coordinating Committee for information sharing, but shall not receive CTR Funds effective with the quarter following the change in status.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by having their authorized representatives affix their signatures below.

Approved as to form: THE CITY OF \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_  
Assistant City Attorney Director of Engineering

Date: \_\_\_\_\_

Approved as to form: KING COUNTY:

By \_\_\_\_\_ By \_\_\_\_\_  
Deputy Prosecuting Attorney King County Executive

Date: \_\_\_\_\_

- EXHIBIT A: Statement of Work
- EXHIBIT B: Methodology for Allocating Funds
- EXHIBIT C: Format for Agreement to Extend and/or Modify the CTR ILA

**EXHIBIT A: STATEMENT OF WORK**  
Implementation of Commute Trip Reduction Plans and Programs

**BACKGROUND:** The 1991 Session of the Washington State Legislature found that automobile traffic in Washington's metropolitan areas is the major source of emissions of air contaminants and that increasing automobile traffic is aggravating traffic congestion. Further, the Legislature found that increasing automobile traffic is a major factor in increasing consumption of gasoline. Reducing the number of commute trips to work via single-occupant vehicles is an effective way of reducing vehicle-related air pollution, traffic congestion, and energy use.

To address these problems, the Commute Trip Reduction (CTR) Act was enacted by the 1991 Legislature and signed by the Governor. This Act requires cities and counties containing "major employers" in the eight counties experiencing the greatest vehicle-related air pollution, gasoline consumption and congestion problems to develop plans and programs to reduce single-occupant vehicle commute trips. These counties and cities are to establish and implement commute trip reduction plans for all major employers within their jurisdiction. The commute trip reduction plans are to be developed in cooperation with local transit agencies, regional transportation planning organizations, and major employers. They are to be consistent with and can be incorporated in State or regional transportation plans and local comprehensive plans. Additionally, the trip reduction plans are to be consistent with the guidelines established by the State's Commute Trip Reduction Task Force.

King County and the sixteen cities affected by the CTR law (Algona, Auburn, Bellevue, Bothell, Des Moines, Enumclaw, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, SeaTac, Seattle, and Tukwila) entered into the 1991-1993 CTR Interlocal Agreement (ILA) for the purposes of allocating State CTR grant funds for the initial development and implementation of CTR program. Under this agreement the County and the cities passed local CTR ordinances, identified potentially affected employers, established commute trip reduction zones and zone base year values and progress year goals, and conducted review of local parking policies as they related to CTR. King County and all the cities except for Kent entered into an agreement with Metro for the provision of centralized CTR administrative services. Beginning with the 1993-1995 allocation, the cities of Burien and Woodinville were added to the list of affected CTR cities in King County and began receiving their proportionate share of CTR funding. In the 1995-1997 biennium, the City of Shoreline will be added, with proportionate allocation occurring in the second year of the biennium.

This CTR ILA will involve on-going program administration, including, but not limited to: employer initial program descriptions, employer annual reports, and employee survey results, where and when available. It is intended that this CTR ILA will be administratively renewed each biennium with the scope of work modified as is necessary to accommodate changes in State technical assistance fund requirements or local conditions.

**CITY TASKS:****1.0 General Tasks:**

- 1.1 Maintain and administer a CTR ordinance and plan for affected employers in the incorporated area of the CITY according to the provisions of RCW 70.94.521-551.
- 1.2 The CITY will provide WSEO with a public hearing notice and copies of any proposed amendments to their CTR ordinance, plan, or administrative guidelines within the first week of the public review period, and final copies of such action within one (1) month of adoption.
- 1.3 Review the CITY's parking policies and ordinances as they relate to affected employers and affected worksites and any revisions necessary to promote the intent of the CTR Law, ordinance, and plan. Provide a written summary of the CITY's parking review process to WSEO by thirty days after June 30, 1996.
- 1.4 Provide WSEO with a public hearing notice and copies of all proposed changes in CTR zone boundaries, values of the proportion of single-occupant vehicle commute trips and commute trip vehicle miles traveled per employee that occur in the incorporated CITY within the first week of the public review period and final copies of such action within one (1) month of adoption.
- 1.5 Provide WSEO with a list of affected employer worksites as defined by the CTR Guidelines in the incorporated CITY with the number of affected employees, as defined by the CTR Guidelines, at each worksite by no later than thirty (30) days following the end of each quarter.
- 1.6 Maintain an appeals process whereby employers in the incorporated CITY may apply for a waiver or modification of the CTR requirements if they would be unable to meet the requirements of a CTR plan or ordinance as a result of special characteristics of their business or location.
- 1.7 Submit each quarter all waivers or modifications from CTR requirements granted by the CITY or its designee, or an appeals board, to employers, to the State CTR Task Force for review and comment (RCW 70.94.527(9)).

2.0. **Surveying:** Provide WSEO or its designee any updated or new employer, jurisdiction, zone, or CITY CTR survey database information. CTR survey database information must be submitted in WSEO-specified format at least two weeks prior to submitting survey forms for processing.

**3.0 Annual Progress Reporting:**

- 3.1 Submit an annual progress report for the CITY to WSEO by thirty (30) days after June 30, 1996, and June 30, 1997, in the format described in section 3.3 of this statement of work. (RCW 70.94.527(8))
- 3.2 Use the state-provided "Program Description & Employer Annual Report" or have the CITY form reviewed by WSEO for data compatibility and consistency with the state "Program Description & Employer Annual Report" form.
- 3.3 The annual progress report will include:
  - a. Jurisdiction's contact person's name, mailing address, and phone number.
  - b. Progress in attaining the applicable CTR goals for each CTR zone.
  - c. Any significant problems encountered.
  - d. One (1) hard copy of each affected employer's most recent "Program Description & Employer Annual report."
  - e. An estimate of expenditures by category for all state CTR funds expended by the jurisdiction during the previous year for the purpose of CTR implementation. These categories include, but are not limited to the following: administrative costs, promotional costs, interjurisdictional coordination, employer assistance, and training.

**4.0 Quarterly Reporting.** With the invoice vouchers submit to the COUNTY quarterly progress reports summarizing CTR events and projects within the CITY and a list of scheduled CTR events and/or projects in the next quarter including all CTR training classes, within fifteen (15) days of the end of each quarter.

The City or its designee shall also submit to WSEO quarterly reports summarizing: (1) past quarter's CTR events and projects; (2) a detailed summary of implementation assistance provided to affected employers within the city; (3) an estimate of expenditures by budget categories used by the City or its designee for all state CTR funds expended by the City during the previous quarter for the purpose of CTR implementation; and (4) a list of scheduled CTR events projects and implementation assistance expected to be provided to affected employers in the next quarter including all CTR training classes, within thirty (30) days of the end of each quarter.

**5.0 Memorandum of Understanding.** Pursue in good faith with the COUNTY a memorandum of understanding in substantially the same form as Attachment 2 (page 13) regarding the provision to WSEO of data and documents that will enhance the WSEO's capacity to analyze and evaluate the effectiveness of the CTR legislation. Notwithstanding any other provision hereof, the tasks and activities specified in such Memorandum of Understanding shall not constitute additional City tasks under this Exhibit A - Statement of Work, and neither the



inability of the Parties hereto to reach agreement with respect to such Memorandum of Understanding nor the City's failure to perform any of the tasks and activities specified in such Memorandum of Understanding shall constitute a default or breach of this Interlocal Agreement.

**COUNTY TASKS:**

- 1.0 **Distribution of Funds:** King County, acting as a fiscal agent for the State, will coordinate and administer within King County the distribution of State CTR Funds available to local governments within the County. Pursuant to this interlocal agreement, King County will provide funds to cities within the county that are developing and implementing commute trip reduction plans. Funds provided under this agreement are to be used solely for activities undertaken to fulfill the requirements of the CTR Act, codified as RCW 70.94.521, et seq. King County will distribute funds to local jurisdictions within the county implementing CTR plans and ordinances as required by RCW 70.94.544 as provided by Section 4.2 and Exhibit B to this AGREEMENT.
  
- 2.0 **Liaison:**
  - 2.1 Serve as a liaison between WSEO and cities, towns, transit agencies, and regional transportation planning organizations for the purposes of RCW 70.94.521-551.
  
  - 2.2 Distribute the WSEO-provided State Program Description & Employer Annual Report Form to local jurisdictions within the county implementing CTR plans and ordinances, as requested.

**EXHIBIT B: METHODOLOGY FOR ALLOCATING CTR FUNDS**

This exhibit describes the methodology for allocating CTR funds among the County and the affected CTR cities within the County that are required to plan and implement a CTR plan by RCW 70.94.521.-.551, including the City that is Party to this Agreement.

1. **Definition:** For purposes of this exhibit, the following definition shall apply in addition to those in Section 2 of this Agreement:

**"Actual Affected Employer Worksites"** means a worksite of an affected employer for which the employer has, within the last twelve month period ending March 31, (1) submitted a program description or received an extension of this deadline for this action if authorized by local ordinance, (2) submitted an annual or other report or requested an extension of the deadline for submitting such reports, (3) been exempted or otherwise excused from submitting annual or other reports but is still required to implement an employer CTR program by locally adopted ordinance, or (4) been exempted from all or a portion of CTR program requirements.

2. **Annual Allocation:** CTR Funds will be allocated annually based on the State's fiscal year (July 1 to June 30).

3. **Amount to Be Allocated for Each Allocation Period.** The amount to be allocated annually shall be (a) one-half of the total biennial amount of State CTR funds or (b), in the event that the State/County contract specifies other schedules for disbursements, the total amount to be disbursed to the County by the State for the State's fiscal year.

4. **Allocation Method beginning July 1, 1995.** State CTR funds shall be allocated annually. The allocation shall be in direct proportion to the number of actual affected employer worksites compared to the total number of affected employer worksites within the entire County effective March 31 of each year. The City shall submit a listing of actual affected employer worksites to King County by April 5 of each year for purposes of calculating the allocation.

**EXHIBIT C: FORMAT FOR AGREEMENT TO EXTEND AND/OR MODIFY THE CTR INTERLOCAL AGREEMENT**

*This general format shall be followed to carry out the provisions of Section 12.2 to extend the agreement and Section 12.3 to modify the agreement.*

The Honorable \_\_\_\_\_  
Mayor \_\_\_\_\_  
City of \_\_\_\_\_  
Address \_\_\_\_\_

RE: Renewal/Modification of Commute Trip Reduction Act Interlocal Agreement

Dear Mayor \_\_\_\_\_:

The Commute Trip Reduction Act (CTR) Interlocal Agreement (ILA), which allocates State CTR funds to local CTR jurisdictions and describes required implementation activities, provides in . . . *(select one of the following paragraphs or combine as appropriate)* . . .

. . . Section 12.2 that the ILA shall "automatically expire on June 30 of odd-numbered years unless the Parties to the Agreement initiate action to extend the Agreement for a two (2) year period." I propose that the Agreement be extended for a two year period beginning June 30, \_\_\_\_\_, with modifications to Exhibit A: Statement of Work as attached.

. . . Section 12.3 that the ILA "may be amended, altered, or extended only by written agreement of the County Executive and authorized representative of the City." I propose that the ILA be amended as follows (or, as in Attachment A).

Please indicate your concurrence with this proposal by signing where indicated below and returning this to me.

Sincerely,

Name  
King County Executive

I concur with the proposed action.

\_\_\_\_\_  
Mayor, City of \_\_\_\_\_

Date \_\_\_\_\_

Memorandum of Understanding  
Between King County and the City of \_\_\_\_\_  
Regarding Commute Trip Reduction Program Implementation  
For the Period July 1, 1995--July 30, 1997

The Memorandum of Understanding establishes the intent of King County and the City of ?????? to assist the Washington State Energy Office (WSEO) and the Commute Trip Reduction Task Force in their evaluation of the effectiveness of CTR legislation. To that end, King County and the City of \_\_\_\_\_ by way of this memorandum, express their intent to:

1. Notify the WSEO as soon as practicable of any controversial appeals, waivers, and modifications. In the event that there is a public hearing or review period related to appeals, waivers and modifications, the jurisdiction will provide the WSEO with copies of public hearing or review notice(s);
2. Provide the WSEO on a quarterly basis a list of applications for waivers to or modifications from CTR requirements considered and to provide WSEO copies of related documents as requested;
3. Include an electronic version of the database, which contains information on each employer's most recent Program Description and Employer Annual Report, if available;
4. Provide a list of CTR trainers and reviewers on staff or under contract with the jurisdictions;
5. Provide raw data on employers and their programs;
6. Distribute WSEO-provided Employer Cost Survey forms to employers affected by the CTR law and respective local ordinances;
7. Provide WSEO with a public hearing notice and copies of any CTR-related amendments to parking ordinances within the first week of the public review period for the public hearing, and final copies of such action within one(1) month of adoption; and
8. Return all processed CTR Employee Questionnaires and Supplemental Questionnaires unaltered to their respective employer within thirty (3) days of receipt from the State with a copy of the CTR Guide for Employer surveys or other WSEO-reviewed survey guide/instructional materials.

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**Attachment D**

COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT

An interlocal agreement between King County (the "County") and the City of Des Moines ("City") for the purpose of carrying out RCW 70.94.521-.551, commonly known as the Commute Trip Reduction Act of 1991.

WHEREAS, the Legislature enacted RCW 70.94.521-.551, commonly known as the Commute Trip Reduction Act, to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips; and

WHEREAS, King County and the cities within King County having within their boundaries one or more "major employers" as defined by RCW 70.94.524(1) are required to develop and implement commute trip reduction plans; and

WHEREAS, the local jurisdiction commute trip reduction plans are required to be coordinated and consistent with plans of adjacent jurisdictions and applicable regional plans; and

WHEREAS, the Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement commute trip reduction plans; and pursuant to RCW 70.94.544, the Washington State Energy Office shall distribute these funds to counties, which shall in turn distribute funds to those cities within the county in proportion to the number of major employers and major worksites within each city; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(6) and Chapter 39.34 RCW--the Interlocal Cooperation Act;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, it is hereby agreed:

**SECTION 1.0 PURPOSES**

The purposes of this Agreement are: (1) To allocate to the City its proportionate share of the State technical assistance funding for implementing a commute trip reduction plan and (2) to continue a cooperative approach between the City and the County in order to address interjurisdictional issues and to meet the statutory requirements for coordination and consistency among the jurisdictions' respective commute trip reduction plans.

**SECTION 2.0 DEFINITIONS**

The following definitions shall apply to this Agreement:

**"Administrative Representative"** means a person responsible for being the central administrative contact for issues related to this Agreement as designated pursuant to Section 3.4 of the Agreement.

**"Affected Employer"** means a private or public employer that, for at least twelve continuous months during the year, employs one hundred or more full-time employees at a single worksite who begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays on two or more weekdays.

**"Commute Trip Reduction Act"** means Chapter 202, Washington Laws of 1991, codified as RCW 70.94.521-.551.

**"Commute Trip Reduction Plan (CTR Plan)"** means a plan designed to achieve reductions in the proportion of single-occupant vehicle commute trips and the vehicle miles traveled as described in RCW 70.94.527.

**"Commute Trip Reduction Program (CTR Program)"** means a program designed by an affected employer to achieve reductions in the proportion of single-occupant vehicle commute trips and the commute trip vehicle miles traveled as described in RCW 70.94.531.

**"CTR Funds"** means state funds authorized by RCW 70.94.544 to assist counties and cities implementing commute trip reduction plans.

**"State"** is the Washington State Energy Office (WSEO) or its successor agency unless otherwise noted.

**SECTION 3.0 SCOPE OF WORK**

**3.1 Scope of Work:**

(a) The scope of work to be completed by the City and the County in accordance with this Agreement is described in Exhibit A: Statement of Work, which by reference is made a part of this Agreement. Funds provided to the City and the County under this Agreement shall be used solely for activities undertaken to fulfill the provisions of the Commute Trip Reduction Act, including those activities described in Exhibit A.

(b) Upon written request from the City, the County shall assume all City responsibilities described herein, and shall retain the City's CTR funding in payment for such work. At such time as the City desires to resume its responsibility for CTR administration as described herein, it shall provide the County with written notification to that effect. Such change in

City/County responsibilities shall occur at the end of the current quarter unless otherwise agreed by the parties.

- 3.2 Separate Agreements for CTR Services:** Consistent with applicable State and local laws and regulations, the City and the County may enter into separate agreements with other public agencies or consultants to perform the following CTR tasks under contract: (1) assist employers in developing CTR programs; (2) review and approve CTR programs, annual reports, requests for exemptions, modifications or other actions submitted by employers; and (3) establish and maintain records and produce required reports.
- 3.3 Evaluation and Monitoring:** The City and the County shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the State that are pertinent to and consistent with the intent of the Commute Trip Reduction Act. The State shall be solely responsible for determining satisfactory performance of the Statement of Work by the City. The County's role in monitoring and/or evaluating the City is limited to its functions as the State's fiscal agent in disbursing the CTR Funds, pursuant to Section 4 of this Agreement, and as the State's liaison with the City.
- 3.4 Administrative Representatives:** Immediately following their execution of this Agreement, the County and the City shall each designate one person to be the central administrative contact for matters pertaining to this Agreement, and shall make such designation, as well as any subsequent changes in such designation, known to each other in writing, immediately after such designation.
- 3.5 King County CTR Coordinating Committee:** The County shall establish and provide administrative support to a CTR Coordinating Committee--a staff-level committee with representatives from Metro, the Puget Sound Regional Council, and each city in King County required to develop a CTR Plan. Each entity will name its representative to the committee in its own manner. The purposes of the committee shall be to (1) provide a forum for efforts to coordinate the development of the CTR Plans, (2) address issues and share information related to implementation of the CTR Plans, and (3) address other transportation demand management matters as agreed to by the committee.

#### **SECTION 4.0 DISBURSEMENT OF CTR FUNDS.**

- 4.1 Amounts.** The total amount of CTR Funds to be paid to the City for the Agreement period shall be based on the method described in Exhibit B: Methodology for Allocating CTR Funds, which by reference is made a part of this Agreement.
- 4.2 Disbursement of Funds.** The County shall invoice the State for the countywide disbursement of CTR Funds in a timely manner consistent with the County's agreement with the State. The County shall provide the City with instructions for the submittal of invoices and quarterly progress reports consistent with the requirements imposed on the County by



the State. Within twenty (20) days after receiving an invoice voucher from the City, the County shall remit to the City a warrant for an amount equal to one quarter (to the nearest dollar) of the City's total allotment for the allocation period, PROVIDED THAT the State has made a timely disbursement of CTR Funds to the County. In the event the State does not make a timely disbursement of funds, the County will notify the other Party of the delay, and shall make such disbursement immediately after receiving CTR Funds from the State. The City shall provide the County with an invoice and required report within fifteen (15) days of the end of the quarter. If an invoice and report are not provided by that date, delayed disbursement to the City may result.

**4.3 Commuter Challenge.** Consistent with Section 3.0 of this agreement, the County shall include a provision in its contract with the Economic Development Council of Seattle and King County for funding by the City in an amount directed by the City. The County shall disburse funds to the Commuter Challenge quarterly. Such disbursements shall be deducted from the City's quarterly allocation of CTR funds described in Section 4.2.

#### **SECTION 5.0 REPORTING.**

- 5.1 Quarterly Reports.** When requesting payment each quarter, the City (or its designee) shall submit a brief progress report to the County indicating CTR implementation activities undertaken during the past quarter and those scheduled for the current quarter. The County shall forward the City's quarterly progress reports to the State.
- 5.2 Auditing of Records, Documents, and Reports.** The State Auditor, the County, or the City and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the State Auditor may deem necessary, all the records of the City and the County with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

**SECTION 6.0 RECAPTURE AND NONCOMPLIANCE PROVISIONS.** In the event of a final judicial or quasi-judicial determination that the City has failed to expend the CTR Funds in accordance with State law and in the event the State determines this noncompliance warrants the withholding of funds and requests the County's assistance in resolving the matter, the County reserves the right to withhold further disbursements to the City until the State notifies the County that disbursements may be resumed.

**SECTION 7.0 REDUCTION IN FUNDS.** If there is a reduction of CTR Funds by the State, and if such funds are the basis of this Agreement, the County and the City may agree to reduce their respective statements of work or budgets under this Agreement and/or the Parties may terminate the Agreement, as provided in Section 12.4.

**SECTION 8.0 NONDISCRIMINATION.**

8.1 **General Nondiscrimination Statement:** There shall be no illegal discrimination against any employee who is paid with CTR Funds or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era/disabled veterans status, or the presence of any sensory, mental, or physical disability. 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.

8.2 **Americans with Disabilities Act (ADA) of 1990, Public law 101-336:** The City must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**SECTION 9.0 WAIVER OF DEFAULT.** Waiver or any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the entity making such waiver.

**SECTION 10.0 SEVERABILITY.** In the event any term or condition of the Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end the terms and conditions of this agreement are declared severable.

**SECTION 11.0 INDEMNIFICATION AND HOLD HARMLESS.**

11.1 **No Joint Venture; Indemnification:** It is understood and agreed that this agreement is solely for the benefit of the Parties hereto and gives no right to any other entity. No 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, and those of its officers, agents, or employees while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other Party harmless from any such liability. In the case of negligence of both Parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Party in proportion to the percentage of negligence attributable to the other Party.

- 11.2 **Scope of Indemnification; State's Nonliability to Subcontractors:** 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 in part by this Agreement shall include a provision that the State is not liable for damage or claims from damages arising from any subcontractor's performance or activities under the contract.
- 11.3 **Survival of Indemnification:** The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

## **SECTION 12.0 TERM, DURATION, MODIFICATION AND TERMINATION.**

- 12.1 **Term of Agreement:** This Agreement shall be effective July 1, 1995. The expiration date for purposes of performing substantive work and for incurring costs hereunder shall be June 30, 1997, and for final accounting purposes shall be August 31, 1997, unless terminated earlier or extended pursuant to the provisions hereof.
- 12.2 **Duration.** This Agreement shall automatically expire on June 30 of odd-numbered years unless the Parties take action to extend it as provided in Subsection 12.3. The Parties may extend the agreement for an additional two (2) year period by executing an agreement substantially in the form of Exhibit C: Format for Agreement to Extend and/or Modify the CTR Interlocal Agreement (ILA).
- 12.3 **Modification.** This Agreement may be amended or otherwise altered only by written agreement of the County Executive and an authorized representative of the City. Exhibit C: Format for Agreement to Extend and/or Modify the CTR (ILA) may be used for such action.

### **12.4 Termination.**

(a) Each Party may terminate its obligations under this Agreement, upon thirty (30) days advance written notice of the termination to the other Party.

(b) If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold the CTR Funds allotted to the County, then either Party may terminate this Agreement upon giving thirty (30) days written notice to the other Party. The County, as the State's fiscal agent, shall have the authority and responsibility to ensure that upon termination of this Agreement, any remaining CTR Funds are made available in the manner described in Section 4.0 of this Agreement or returned to the State.

**12.5 Non-Appropriation of Funds:** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future biennium, the County will not be obligated to make any payments after the end of the then current biennium and this Agreement will expire.

**SECTION 13. CHANGE IN STATUS**

**13.1 Addition of Cities for Purposes of Allocation of Funds.** Any city within the County that is not Party to an Agreement with the County for the distribution of CTR funds that (a) becomes affected by Chapter 70.94 RCW and is required to implement a CTR plan and (b) enters into an Agreement with the County shall be allocated CTR Funds beginning with the next annual allocation period provided for in Section 4.1 of this Agreement.

**13.2 Change in Status.** If the City finds it is no longer affected by Chapter 70.94 RCW and is therefore no longer required to implement a CTR plan, it may continue to be a Party to this Agreement for purposes of participating in the CTR Coordinating Committee for information sharing, but shall not receive CTR Funds effective with the quarter following the change in status.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by having their authorized representatives affix their signatures below.

Approved as to form: THE CITY OF DES MOINES

By \_\_\_\_\_ By \_\_\_\_\_  
Assistant City Attorney Director of Engineering

Date: \_\_\_\_\_

Approved as to form: KING COUNTY:

By \_\_\_\_\_ By \_\_\_\_\_  
Deputy Prosecuting Attorney King County Executive

Date: \_\_\_\_\_

- EXHIBIT A: Statement of Work
- EXHIBIT B: Methodology for Allocating Funds
- EXHIBIT C: Format for Agreement to Extend and/or Modify the CTR ILA

**EXHIBIT A: STATEMENT OF WORK**  
Implementation of Commute Trip Reduction Plans and Programs

**BACKGROUND:** The 1991 Session of the Washington State Legislature found that automobile traffic in Washington's metropolitan areas is the major source of emissions of air contaminants and that increasing automobile traffic is aggravating traffic congestion. Further, the Legislature found that increasing automobile traffic is a major factor in increasing consumption of gasoline. Reducing the number of commute trips to work via single-occupant vehicles is an effective way of reducing vehicle-related air pollution, traffic congestion, and energy use.

To address these problems, the Commute Trip Reduction (CTR) Act was enacted by the 1991 Legislature and signed by the Governor. This Act requires cities and counties containing "major employers" in the eight counties experiencing the greatest vehicle-related air pollution, gasoline consumption and congestion problems to develop plans and programs to reduce single-occupant vehicle commute trips. These counties and cities are to establish and implement commute trip reduction plans for all major employers within their jurisdiction. The commute trip reduction plans are to be developed in cooperation with local transit agencies, regional transportation planning organizations, and major employers. They are to be consistent with and can be incorporated in State or regional transportation plans and local comprehensive plans. Additionally, the trip reduction plans are to be consistent with the guidelines established by the State's Commute Trip Reduction Task Force.

King County and the sixteen cities affected by the CTR law (Algona, Auburn, Bellevue, Bothell, Des Moines, Enumclaw, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, SeaTac, Seattle, and Tukwila) entered into the 1991-1993 CTR Interlocal Agreement (ILA) for the purposes of allocating State CTR grant funds for the initial development and implementation of CTR program. Under this agreement the County and the cities passed local CTR ordinances, identified potentially affected employers, established commute trip reduction zones and zone base year values and progress year goals, and conducted review of local parking policies as they related to CTR. King County and all the cities except for Kent entered into an agreement with Metro for the provision of centralized CTR administrative services. Beginning with the 1993-1995 allocation, the cities of Burien and Woodinville were added to the list of affected CTR cities in King County and began receiving their proportionate share of CTR funding. In the 1995-1997 biennium, the City of Shoreline will be added, with proportionate allocation occurring in the second year of the biennium.

This CTR ILA will involve on-going program administration, including, but not limited to: employer initial program descriptions, employer annual reports, and employee survey results, where and when available. It is intended that this CTR ILA will be administratively renewed each biennium with the scope of work modified as is necessary to accommodate changes in State technical assistance fund requirements or local conditions.

**CITY TASKS:****1.0 General Tasks:**

- 1.1 Maintain and administer a CTR ordinance and plan for affected employers in the incorporated area of the CITY according to the provisions of RCW 70.94.521-551.
- 1.2 The CITY will provide WSEO with a public hearing notice and copies of any proposed amendments to their CTR ordinance, plan, or administrative guidelines within the first week of the public review period, and final copies of such action within one (1) month of adoption.
- 1.3 Review the CITY's parking policies and ordinances as they relate to affected employers and affected worksites and any revisions necessary to promote the intent of the CTR Law, ordinance, and plan. Provide a written summary of the CITY's parking review process to WSEO by thirty days after June 30, 1996.
- 1.4 Provide WSEO with a public hearing notice and copies of all proposed changes in CTR zone boundaries, values of the proportion of single-occupant vehicle commute trips and commute trip vehicle miles traveled per employee that occur in the incorporated CITY within the first week of the public review period and final copies of such action within one (1) month of adoption.
- 1.5 Provide WSEO with a list of affected employer worksites as defined by the CTR Guidelines in the incorporated CITY with the number of affected employees, as defined by the CTR Guidelines, at each worksite by no later than thirty (30) days following the end of each quarter.
- 1.6 Maintain an appeals process whereby employers in the incorporated CITY may apply for a waiver or modification of the CTR requirements if they would be unable to meet the requirements of a CTR plan or ordinance as a result of special characteristics of their business or location.
- 1.7 Submit each quarter all waivers or modifications from CTR requirements granted by the CITY or its designee, or an appeals board, to employers, to the State CTR Task Force for review and comment (RCW 70.94.527(9)).

**2.0. Surveying:** Provide WSEO or its designee any updated or new employer, jurisdiction, zone, or CITY CTR survey database information. CTR survey database information must be submitted in WSEO-specified format at least two weeks prior to submitting survey forms for processing.

**3.0 Annual Progress Reporting:**

3.1 Submit an annual progress report for the CITY to WSEO by thirty (30) days after June 30, 1996, and June 30, 1997, in the format described in section 3.3 of this statement of work. (RCW 70.94.527(8))

3.2 Use the state-provided "Program Description & Employer Annual Report" or have the CITY form reviewed by WSEO for data compatibility and consistency with the state "Program Description & Employer Annual Report" form.

3.3 The annual progress report will include:

- a. Jurisdiction's contact person's name, mailing address, and phone number.
- b. Progress in attaining the applicable CTR goals for each CTR zone.
- c. Any significant problems encountered.
- d. One (1) hard copy of each affected employer's most recent "Program Description & Employer Annual report."
- e. An estimate of expenditures by category for all state CTR funds expended by the jurisdiction during the previous year for the purpose of CTR implementation. These categories include, but are not limited to the following: administrative costs, promotional costs, interjurisdictional coordination, employer assistance, and training.

4.0 **Quarterly Reporting.** With the invoice vouchers submit to the COUNTY quarterly progress reports summarizing CTR events and projects within the CITY and a list of scheduled CTR events and/or projects in the next quarter including all CTR training classes, within fifteen (15) days of the end of each quarter.

The City or its designee shall also submit to WSEO quarterly reports summarizing: (1) past quarter's CTR events and projects; (2) a detailed summary of implementation assistance provided to affected employers within the city; (3) an estimate of expenditures by budget categories used by the City or its designee for all state CTR funds expended by the City during the previous quarter for the purpose of CTR implementation; and (4) a list of scheduled CTR events projects and implementation assistance expected to be provided to affected employers in the next quarter including all CTR training classes, within thirty (30) days of the end of each quarter.

5.0 **Memorandum of Understanding.** Pursue in good faith with the COUNTY a memorandum of understanding in substantially the same form as Attachment 2 (page 13) regarding the provision to WSEO of data and documents that will enhance the WSEO's capacity to analyze and evaluate the effectiveness of the CTR legislation. Notwithstanding any other provision hereof, the tasks and activities specified in such Memorandum of Understanding shall not constitute additional City tasks under this Exhibit A - Statement of Work, and neither the

inability of the Parties hereto to reach agreement with respect to such Memorandum of Understanding nor the City's failure to perform any of the tasks and activities specified in such Memorandum of Understanding shall constitute a default or breach of this Interlocal Agreement.

**COUNTY TASKS:**

- 1.0 **Distribution of Funds:** King County, acting as a fiscal agent for the State, will coordinate and administer within King County the distribution of State CTR Funds available to local governments within the County. Pursuant to this interlocal agreement, King County will provide funds to cities within the county that are developing and implementing commute trip reduction plans. Funds provided under this agreement are to be used solely for activities undertaken to fulfill the requirements of the CTR Act, codified as RCW 70.94.521, et seq. King County will distribute funds to local jurisdictions within the county implementing CTR plans and ordinances as required by RCW 70.94.544 as provided by Section 4.2 and Exhibit B to this AGREEMENT.
- 2.0 **Liaison:**
  - 2.1 Serve as a liaison between WSEO and cities, towns, transit agencies, and regional transportation planning organizations for the purposes of RCW 70.94.521-551.
  - 2.2 Distribute the WSEO-provided State Program Description & Employer Annual Report Form to local jurisdictions within the county implementing CTR plans and ordinances, as requested.



**EXHIBIT B: METHODOLOGY FOR ALLOCATING CTR FUNDS**

This exhibit describes the methodology for allocating CTR funds among the County and the affected CTR cities within the County that are required to plan and implement a CTR plan by RCW 70.94.521-.551, including the City that is Party to this Agreement.

1. **Definition:** For purposes of this exhibit, the following definition shall apply in addition to those in Section 2 of this Agreement:

**"Actual Affected Employer Worksites"** means a worksite of an affected employer for which the employer has, within the last twelve month period ending March 31, (1) submitted a program description or received an extension of this deadline for this action if authorized by local ordinance, (2) submitted an annual or other report or requested an extension of the deadline for submitting such reports, (3) been exempted or otherwise excused from submitting annual or other reports but is still required to implement an employer CTR program by locally adopted ordinance, or (4) been exempted from all or a portion of CTR program requirements.

2. **Annual Allocation:** CTR Funds will be allocated annually based on the State's fiscal year (July 1 to June 30).

3. **Amount to Be Allocated for Each Allocation Period.** The amount to be allocated annually shall be (a) one-half of the total biennial amount of State CTR funds or (b), in the event that the State/County contract specifies other schedules for disbursements, the total amount to be disbursed to the County by the State for the State's fiscal year.

4. **Allocation Method beginning July 1, 1995.** State CTR funds shall be allocated annually. The allocation shall be in direct proportion to the number of actual affected employer worksites compared to the total number of affected employer worksites within the entire County effective March 31 of each year. The City shall submit a listing of actual affected employer worksites to King County by April 5 of each year for purposes of calculating the allocation.

**EXHIBIT C: FORMAT FOR AGREEMENT TO EXTEND AND/OR MODIFY THE CTR INTERLOCAL AGREEMENT**

*This general format shall be followed to carry out the provisions of Section 12.2 to extend the agreement and Section 12.3 to modify the agreement.*

The Honorable \_\_\_\_\_  
Mayor \_\_\_\_\_  
City of \_\_\_\_\_  
Address \_\_\_\_\_

RE: Renewal/Modification of Commute Trip Reduction Act Interlocal Agreement

Dear Mayor \_\_\_\_\_:

The Commute Trip Reduction Act (CTR) Interlocal Agreement (ILA), which allocates State CTR funds to local CTR jurisdictions and describes required implementation activities, provides in . . . *(select one of the following paragraphs or combine as appropriate)* . . .

. . . Section 12.2 that the ILA shall "automatically expire on June 30 of odd-numbered years unless the Parties to the Agreement initiate action to extend the Agreement for a two (2) year period." I propose that the Agreement be extended for a two year period beginning June 30, \_\_\_\_\_, with modifications to Exhibit A: Statement of Work as attached.

. . . Section 12.3 that the ILA "may be amended, altered, or extended only by written agreement of the County Executive and authorized representative of the City." I propose that the ILA be amended as follows (or, as in Attachment A).

Please indicate your concurrence with this proposal by signing where indicated below and returning this to me.

Sincerely,

Name \_\_\_\_\_  
King County Executive

I concur with the proposed action.

\_\_\_\_\_  
Mayor, City of \_\_\_\_\_  
Date \_\_\_\_\_

Memorandum of Understanding  
Between King County and the City of Des Moines  
Regarding Commute Trip Reduction Program Implementation  
For the Period July 1, 1995--July 30, 1997

The Memorandum of Understanding establishes the intent of King County and the City of Des Moines to assist the Washington State Energy Office (WSEO) and the Commute Trip Reduction Task Force in their evaluation of the effectiveness of CTR legislation. To that end, King County and the City of Des Moines, by way of this memorandum, express their intent to:

1. Notify the WSEO as soon as practicable of any controversial appeals, waivers, and modifications. In the event that there is a public hearing or review period related to appeals, waivers and modifications, the jurisdiction will provide the WSEO with copies of public hearing or review notice(s);
2. Provide the WSEO on a quarterly basis a list of applications for waivers to or modifications from CTR requirements considered and to provide WSEO copies of related documents as requested;
3. Include an electronic version of the database, which contains information on each employer's most recent Program Description and Employer Annual Report, if available;
4. Provide a list of CTR trainers and reviewers on staff or under contract with the jurisdictions;
5. Provide raw data on employers and their programs;
6. Distribute WSEO-provided Employer Cost Survey forms to employers affected by the CTR law and respective local ordinances;
7. Provide WSEO with a public hearing notice and copies of any CTR-related amendments to parking ordinances within the first week of the public review period for the public hearing, and final copies of such action within one(1) month of adoption; and
8. Return all processed CTR Employee Questionnaires and Supplemental Questionnaires unaltered to their respective employer within thirty (3) days of receipt from the State with a copy of the CTR Guide for Employer surveys or other WSEO-reviewed survey guide/instructional materials.