

07/22/99

AM:lh
99motion
Clerk 07/26/99

Introduced by:

Rob McKenna
Maggi Fimia

Proposed No.

1999-0412

MOTION NO. 10742

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A MOTION authorizing the county executive to enter into an agreement with the Washington State Department of Transportation to accept technical assistance grant funds as required by RCW 70.94.544 in the approximate amount of \$1,862,928 for the July 1, 1999, to June 30, 2001, 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 funds as required by that chapter.

WHEREAS, the commute trip reduction provisions in chapter 70.94 RCW require each county with a population over one hundred fifty thousand and each city within those counties containing an employer having one hundred or more employees to adopt by ordinance and implement a commute trip reduction plan, and

WHEREAS, the commute trip reduction provisions require technical assistance funds to be made available by the state to help counties, cities and towns in implementing commute trip reduction plans, and

WHEREAS, the commute trip reduction provisions provide further that commute trip reduction funds shall be distributed among the counties in proportion to the number of major employers and major worksites in each county and the counties shall subsequently

1 provide funds to cities within the county in proportion to the number of major employers
2 and major worksites in each city, and

3 WHEREAS, the Washington State Department of Transportation has developed an
4 intergovernmental agreement with the affected counties, Attachment A, which provides for
5 the transfer of the commute trip reduction technical assistance funds to the counties as
6 required by statute, and

7 WHEREAS, a coordinating committee of representatives from King County and
8 each of the affected cities has developed interlocal agreements between the county and
9 each of the affected cities within the county, Attachment B, which provide for the transfer
10 of commute trip reduction technical assistance funds and services to the cities;

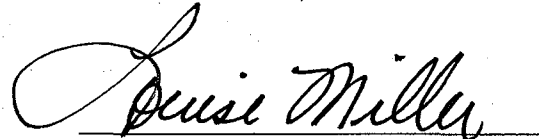
11 NOW, THEREFORE, BE IT MOVED by the Council of King County:

12 A. The county executive is hereby authorized to enter into an agreement with the
13 Washington State Department of Transportation, in substantially the same form as in
14 Attachment A of this motion, to accept commute trip reduction technical assistance funds
15 in the approximate amount of \$1,862,928 for the July 1, 1999, to June 30, 2001, biennium,
16 to be distributed among King County and the cities within King County that are required to
17 implement commute trip reduction plans under the commute trip reduction provisions of
18 chapter 70.94 RCW.

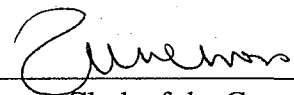
1 B. The county executive is hereby authorized to enter into interlocal agreements, in
2 substantially the same form as in Attachment B of this motion, with the affected cities to
3 distribute commute trip reduction technical assistance funds among the county and the
4 cities.

5 PASSED by a vote of 12 to 0 this 30th day of August, 1999.

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON

8 
9 Chair

10 ATTEST:

11 
12 Clerk of the Council

- 13 Attachments: A. Washington State Department of Transportation Intergovernmental
14 Agreement with King County
15 B. Commute Trip Reduction Interlocal Agreement

| | | | | |
|--|--|---|---|---|
| Washington State Department of Transportation 310 Maple Park Avenue PO Box 47387 Olympia, WA 98504-7387 | | King County Department of Transportation 821 2nd Avenue MS 65 Seattle, WA 98104-1598 | | 10742 |
| Key Contact Person: TJ Johnson | | Key Contact Person: Ann Martin Employer Federal ID # | | |
| Agreement Number GCA-1845 | Start Date July 1, 1999 | Completion Date June 30, 2001 | Project Amount \$1,862,928 | Project Title Implementation of Commute Trip Reduction Plans and Program |

This Agreement is made and entered into this 1st day of July, 1999, between the Washington State Department of Transportation, acting by and through its Secretary of Transportation, (hereinafter called "WSDOT") and King County (hereinafter referred to as "County") and said parties WITNESS THAT:

WHEREAS, RCW 70.94.521-.551 require cities, counties and towns containing "major employers," in counties with populations over 150,000, to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use; and

WHEREAS, RCW 70.94.541 (2) provides for technical assistance to counties, cities, and towns in developing and implementing Commute Trip Reduction (CTR) plans and programs; and

WHEREAS, RCW 70.94.544 provides for the proportional distribution of funds to counties based on the number of major employers and major worksites and requires the counties to proportionally distribute, on the same basis, the funds to cities and towns that are implementing CTR plans.

WHEREAS, WSDOT hereby desires to engage and the County so agrees to perform certain tasks as hereinafter agreed upon by both parties, and referred to as Exhibit 1, Scope of Work attached hereto and made part of this Agreement.

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

I General

The purpose of this agreement is for WSDOT to provide funding to the County to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521-.551 and to implement the tasks as described in the Exhibit 1, Scope of Work and its attachments.

II Scope of Work

The County and WSDOT will perform all their designated tasks under this agreement as described in the Exhibit I, Scope of Work and its attachments.

III Time for Beginning and Completion

The work to be performed under this Agreement shall commence **July 1, 1999**, and terminate on **June 30, 2001**, unless terminated sooner as provided herein.

IV Reimbursement and Payment

WSDOT shall reimburse the County for eligible expenditures not to exceed **\$1,862,928**. The County shall submit an invoice (state form A-19) or WSDOT approved invoice format to WSDOT within forty-five (45) days of the end of

each quarter for the first seven (7) quarters and within thirty (30) days after June 30, 2001. Invoices received more than 30 days after June 30, 2001 will not be paid. Within thirty (30) days after receiving the invoice and upon approval, WSDOT shall remit to the County a warrant for payment. All invoices and warrants shall be based on and paid on actual work performed and actual costs incurred up to the maximum amount identified in this contract. WSDOT will withhold 12.5% of the total Agreement amount as a retainage in order to ensure completion of all tasks identified in the Exhibit 1, Scope of Work. The final invoice payment will be made upon completion of all tasks as specified in Exhibit 1, Scope of Work or thirty (30) days after the Agreement completion date. The County shall not be eligible for reimbursement for work performed under this Agreement until it has amended its CTR ordinances to reflect changes made to the state CTR laws by the 1997 Legislature. Further, County shall not reimburse any city or town, or their designee, for work performed under this Agreement until the city or town has amended its CTR ordinances to reflect changes made to the state CTR law by the 1997 Legislature.

V

Recapture Provision

In the event that the County fails to expend state funds in accordance with state law and/or the provisions of this Agreement, WSDOT reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. 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 WSDOT is required to institute legal proceedings to enforce the recapture provision, WSDOT shall be entitled to its cost, thereof, including reasonable attorneys fees.

VI

Reduction In Funds

The WSDOT may unilaterally reduce the Scope of Work or budget under this Agreement, if there is a reduction of funds by the source of those funds.

VII

Reports

The County shall remit to WSDOT quarterly reports as described in the Scope of Work, so that WSDOT may adequately and accurately assess the progress made by each jurisdiction in implementing RCW 70.94.521-.551. These reports shall be submitted to WSDOT within forty-five (45) days after the end of the each calendar quarter for the first seven (7) quarters and within thirty (30) days after June 30, 2001.

VIII

Agreement Modifications

Either party may request changes in the Scope of Work. Such changes which are mutually agreed upon shall be incorporated as written amendments to the Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

IX

Audits, Inspections, and Records Retention

WSDOT, 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 they deem necessary, all of the County's records with respect to all matters covered by 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 other matters covered by this Agreement. In order to facilitate any audits and inspections, all documents, papers, accounting records, and other materials pertaining to this Agreement shall be retained by the County for three years from the date of completion of the project or the project final payment date. However, in case of litigation, the County must retain all records until the litigation is completed.

X
Limitation of Liability

No liability shall be attached to WSDOT or the County by reason of entering into this Agreement except as expressly provided herein. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Except as provided in this Agreement or by applicable law, neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. This Agreement is not intended to benefit any third party.

XI
Severability

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

XII
Disputes

Any factual disputes between WSDOT and the County with regard to this Agreement not disposed of by this Agreement, shall be referred for determination to the Secretary of the WSDOT, or his/her designee. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The County hereby accepts the issuing and service of process by registered mail consistent with RCW 4.28.080 (1). Each party shall bear its own legal costs and expenses, including attorney fees. However, the parties may resolve any dispute by mediation or arbitration; the terms of which must be agreed upon between the parties.

XIII
Termination

WSDOT at its sole discretion, may terminate this Agreement in whole, or from time to time in part, whenever:

1. The County has breached the contract, and after fourteen (14) days written notice, has failed to correct any of the terms and conditions of this Agreement;
2. The requisite state funding is reduced or becomes unavailable through failure of appropriation or otherwise;
3. WSDOT determines that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds; or
4. A request to terminate in whole or in part has been made in writing by the County.
5. If this Agreement is terminated prior to fulfillment of the terms stated herein, the County shall be reimbursed only for actual and eligible expenses incurred under this Agreement prior to the date of termination, and only to the extent of appropriated funds.

XIV
Hold Harmless

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, and agrees to save, indemnify, defend, and hold harmless the other party from such liability. Each contract for service or activities utilizing funds provided in whole or part by this Agreement shall include a provision that the WSDOT and the State of Washington are not liable for damage or claims for damages arising from any city, town, designee or subcontractor's performance or activities under the terms of those contracts.

**XV
Governing Law And Venue**

107421

This 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.

**XVI
Compliance with Laws and Regulations**

The County agrees to abide by all applicable state and federal laws and regulations, including but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence agreement compliance, and retention of all such records. The County will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The County will also comply with the Americans with Disabilities Act (ADA), Public Law 101-336, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication.

**XVII
Execution and Acceptance**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The County does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept State funds and agrees to all of the terms and conditions thereof.

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

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

COUNTY

By: _____
JAMES H. SLAKEY, Director
Public Transportation and Rail Division

By: _____

Date: _____

Date: _____

Approved as to form by
Ann E. Salay
Assistant Attorney General

Approved as to form
By: _____
Deputy Prosecuting Attorney

Date: _____

Date: _____

SCOPE OF WORK

107424

Implementation of Commute Trip Reduction (CTR)
Plans and Program

COUNTY TASKS

General Administration

The County will serve as a liaison between WSDOT cities and towns, for the purposes of RCW 70.94.521-.551.

Funding Distribution and Reporting

The County shall distribute funds to affected jurisdictions, or their designees, within the county implementing CTR plans and ordinances as required by RCW 70.94.544 by entering into agreement through the interlocal cooperation act or by resolution or ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations. The County shall submit to WSDOT a list of dollar amounts to be disbursed by the County to local jurisdiction(s) or a county fund dispersion methodology within thirty (30) days of approval of any interlocal agreements between the County and affected jurisdiction(s).

Implementation plans

The County, the affected jurisdictions, or its designee, shall implement all of the provisions listed below. The County shall include all of these provisions in interlocal agreements with other jurisdictions, local transit agencies, regional transportation planning organizations, or other pertinent organizations, as necessary, to coordinate the development, implementation, and administration of CTR plans and ordinances.

1 General Program Administration

Maintain and administer a CTR ordinance and plan for affected employers in the jurisdiction.

2 Public Hearing Notice

Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.

3

Annual Workplan

Submit to WSDOT an annual workplan which outlines the major tasks and activities, including but not limited to employer training and networking activities, employer program review, survey activities, and advertising and promotional campaigns, to be conducted for the coming year. The first annual workplan will be submitted with the first quarterly report and the second with the fourth quarterly report.

4 Annual Expenditure Report

Within forty five (45) days after June 30, 2000, and thirty (30) days after June 30, 2001, submit to WSDOT a report summarizing overall costs incurred in implementing the CTR ordinance and plan. Costs shall be reported in a format provided by WSDOT.

5 Record Keeping

Establish and maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. To facilitate the administration of the work described in this agreement, separate accounts shall be established and maintained within the existing accounting system or independently set up. Such accounts are referred to herein collectively as the "CTR Account". All costs charged to the CTR Account, including any approved services contributed by the jurisdiction or others, shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products, proving in proper detail the nature and propriety of the charges.

6 Appeals, Exemptions and Modifications

Maintain an appeals process. This process must be consistent with RCW 70.94.534(6) and procedures contained in the Commute Trip Reduction Task Force Guidelines whereby employers in the local jurisdiction may obtain an exemption or modification of CTR requirements, including the establishment of alternative SOV/VMT goals. The County, affected jurisdictions, or their designees, will submit requests for exemptions or modifications, including requests for goal modifications, to the WSDOT for review and comment within five (5) days of receiving such requests. The County, affected jurisdictions, or their designees, shall not approve or deny any such requests until receiving comment on the request as specified by this Agreement under WSDOT Task, Section 2 Exemption and Modifications.

7 Technical Guidance and Support

Work collaboratively with and provide technical guidance and support to affected employers. The County, affected jurisdictions, or their designees, will provide basic services to help employers set up and maintain their CTR programs and to reach the applicable program goals. At a minimum, these basic services provided by the County, affected jurisdictions, or their designees, shall include:

- 7.1 Written information on basic requirements of the CTR ordinance, CTR zones, and an explanation of how the plan is intended to achieve its goals;
- 7.2 At least one ETC basic training class per year, using WSDOT provided ETC Handbook or other training materials reviewed and approved by WSDOT;
- 7.3 Informational materials that explain a range of measures and activities that may help the employer achieve the CTR goals of the local ordinance (which may include model employer programs);
- 7.4 Forms for annual progress reports that are consistent with the Task Force requirements;
- 7.5 Guidance for employers to prepare their CTR program descriptions and annual program reports;
- 7.6 State-supplied employee survey forms and training for employers designed to achieve a successful survey process;
- 7.7 Annual review of an employer's CTR program including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR law;
- 7.8 Professional assistance in developing, implementing, and/or modifying an employer's CTR program;
- 7.9 Regular opportunities for an employer's ETC to network with other local ETCs; and
- 7.10 Promotional materials such as posters, clip art, or articles which will assist the employer in implementing a worksite CTR program.

8 Survey Processing

Notify WSDOT prior to sending any surveys to the University of Washington, Office of Educational Assessment for processing. The notification must include the name of the worksite and employer identification code for any surveys being submitted for processing. The notification should be submitted via electronic mail, fax or U.S. Postal Services.

9 Support of Public Awareness

Participate in local implementation of the statewide CTR public awareness and recognition programs developed by WSDOT.

10 Quarterly Progress Report / Invoice

Submit to WSDOT quarterly invoice (state form A19) or WSDOT approved invoice format along with the quarterly progress reports, in the format provided in Attachment 1, that accurately assess the progress made by County and affected jurisdictions in implementing RCW 70.94.521-.551; these reports and invoices are to be submitted within forty-five (45) days of the end of each quarter for the first seven (7) quarters and within thirty (30) days of June 30, 2001.

Progress Report, Annual Workplan, and Invoice Due Dates

| | Nov. 15, 1999 | Feb. 15, 2000 | May 15, 2000 | Aug. 15, 2000 | Nov. 15, 2000 | Feb. 15, 2001 | May 15, 2001 | July 30, 2001 |
|-----------------|---------------|---------------|--------------|---------------|---------------|---------------|--------------|---------------|
| Report | X | X | X | X | X | X | X | X |
| Annual Workplan | X | | | X | | | | |
| Invoice | X | X | X | X | X | X | X | X |

WSDOT TASKS:

- 1 **General Technical Assistance**
WSDOT will provide support to the County, affected jurisdictions, or their designees, in developing and implementing CTR plans and programs, including providing training, informational materials, and assistance in CTR evaluation. WSDOT will also assist with overall CTR outreach on a statewide basis.
- 2 **Exemptions and Modifications**
WSDOT will review and comment on employer requests for waivers and modifications, including requests for goal modifications, within five (5) working days. Failure to review and comment on such requests within five (5) working days shall be considered a forfeiture of the right to comment on the request.
- 3 **Database Management**
WSDOT will maintain a current database of all affected worksites in Washington State. WSDOT will input new and/or updated worksite information within fifteen (15) working days of receipt from local jurisdictions. WSDOT will employ an internal verification process to ensure all new and/or updated information is input in a timely and accurate manner. WSDOT will submit to the County an updated list of affected worksites located within the county within thirty (30) days of receiving the County Quarterly Progress Report.
- 4 **Training Program**
WSDOT will develop and implement employer training programs to support local implementation of the CTR program as needed. WSDOT will maintain and periodically update existing training programs.
- 5 **CTR Public Awareness**
WSDOT will develop and implement statewide CTR public awareness and recognition programs to support local implementation of the CTR program in affected jurisdictions.
- 6 **Annual Reporting Assistance**
WSDOT will distribute in sufficient quantities the State "Program Description & Employer Annual Report" form to the County, affected jurisdiction, or its designee, as requested.
- 7 **Survey Assistance**

WSDOT will:

- 7.1 Provide the County, affected jurisdictions, or their designees, with summary survey information as requested.

- 7.2 Distribute the Employee Questionnaires in sufficient numbers to the County, affected jurisdictions or its designees, as requested.
- 7.3 Provide survey processing at no cost to the County, affected jurisdictions, or their designees, and affected employers, for the Employee Questionnaire during the base year and all subsequent surveys required by the County or affected jurisdictions.
- 7.4 Provide technical assistance to the County, affected jurisdictions, or their designees, and employers, on surveying, as requested.
- 7.5 Work with the County, affected jurisdictions, or their designees, to calculate goal measurement information and track measurement survey history for all CTR affected worksites.
- 7.6 Return the processed Employee Questionnaires and survey reports to the County, affected jurisdictions, or their designees, within thirty (30) days of the date the forms are delivered for processing.
- 7.7 Provide the "CTR Guide for Employer Surveys" in sufficient quantities as requested by the County, affected jurisdictions, or their designees. WSDOT will review survey guide/instructional materials developed by the County, affected jurisdictions, or their designees for consistency with the state-developed "CTR Guide for Employer Surveys".

10742

Quarterly Report Format

107424

- Name of the Jurisdiction or Organization Submitting Report
- Submitted on behalf of following Jurisdiction(s)
- Contact Person Name
- Contact Person Phone and Fax Number

1. **Past Quarter's CTR events and projects:**

A detailed summary of implementation assistance provided to affected employers within the jurisdictions such as site visits, program review, training, networking opportunities, products & services, publications and promotion materials.

2. **CTR Funds Disbursed to Jurisdictions (to be included in the County report only)**

| Jurisdiction | Disbursed Previous Quarter | Total Disbursed Fiscal Year to Date |
|---------------------------|----------------------------|-------------------------------------|
| Jurisdiction A | \$ | \$ |
| Jurisdiction B | \$ | \$ |
| (etc) | | |
| | | |
| | | |
| Total Disbursement | \$ | \$ |

3. **Expenditures This Quarter**

List actual total expenditures on the last line of the following table. Estimate expenditures by category as indicated.

| Categories | This Quarter CTR Fund Expenditures | CTR Fund Expenditures Year To Date |
|-------------------------------|------------------------------------|------------------------------------|
| Program administration | \$ | \$ |
| Training | \$ | \$ |
| Employer support and services | \$ | \$ |
| Other (Specify) | \$ | \$ |
| Total | \$ | \$ |

4. **Jurisdiction (s) Contact Names, Address, and Phone Numbers**

Jurisdiction A John Who City of X PO Box 1234 X, WA 98000 Phone (206) 999-9999

5. **List of Affected Employers & Worksites in the Jurisdiction.**

The information will be submitted in the electronic format provided by WSDOT.

6. **Employer Annual Reports Approved During the Quarter**

Attach one electronic or hard copy of any employer annual reports approved by the jurisdiction during the quarter.

7. **Employer Exemptions and Goal Modifications Granted During the Quarter**

Provide the name and employ identification code for any worksite which has been granted an exemption or goal modification during the quarter. Include information about the duration of all exemptions and information on the type of goal modification granted.

107424

Commuter 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.).

Typically, the WSDOT will gather new and revised information via hard copy (paper). WSDOT 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.

| Field | Length | Description | Example |
|--------------|---------------|-------------------------------|--------------------------|
| CTRID | C,6 | state-assigned worksite ID | E25189 |
| WksName | C,70 | company name | Silver Tree Publications |
| WksBranch | C,60 | branch | Main Street branch |
| WksStreet | C,60 | worksite street address | 900 Main Street, Suite B |
| WksCity | C,45 | worksite city | Sometown |
| WksState | C,2 | worksite state | WA |
| WksZip | C,5 | worksite 5-digit zip | 98905 |
| WksZip4 | C,4 | worksite zip+4 | 3216 |
| CTSalutation | C,15 | salutation for contact | Ms. |
| CTFirstName | C,15 | contact first name | Jeanette |
| CTLastName | C,25 | contact last name | Apperson |
| CTCompany | C,60 | contact organization | Silver Tree Enterprises |
| CTStreet | C,60 | contact street address | 6507 West Mayfield |
| CTAddress | C,60 | contact mail address | P.O. Box 3489 |
| CTCity | C,45 | contact city | Sunny Springs |
| CTState | C,2 | contact state | NY |
| CTZip | C,5 | contact 5-digit zip code | 10092 |
| CTZip4 | C,4 | contact zip+4 | 4258 |
| CTPhone | C,15 | contact telephone number | 206-435-9922 |
| CTFax | C,15 | contact fax number | 360-895-2214 |
| CTEmail | C,60 | contact e-mail address | jones.sherri@az.net |
| Jcode | C,4 | jurisdiction code | J906 |
| Zcode | C,5 | zone code | Z4102 |
| Ccode | C,3 | county code | C41 |
| BaseSOV | N,20 | zone base SOV value (%) | 85.0 |
| GoalSOV1 | N,20 | SOV zone goal 1 value (%) | 72.25 |
| GoalSOV2 | N,20 | SOV zone goal 2 value (%) | 63.75 |
| GoalSOV3 | N,20 | SOV zone goal 3 value (%) | 55.25 |
| GoalSOV4 | N,20 | SOV zone goal 4 value (%) | 46.25 |
| WBaseSOV | N,20 | worksite base SOV value (%) | 90 |
| WGoalSOV2 | N,20 | worksite goal 2 SOV value (%) | 63.0 |
| WGoalSOV3 | N,20 | worksite goal 3 SOV value (%) | 58.5 |

| Field | Length | Description | Example |
|--------------|---------------|--|--------------------------|
| WGoalSOV4 | N,20 | worksite goal 4 SOV value (%) | 53.5 |
| Base VMT | N,20 | zone base VMT value (miles) | 9.3 |
| GoalVMT1 | N,20 | VMT zone goal 1 value (miles) | 7.90 |
| GoalVMT2 | N,20 | VMT zone goal 2 value (miles) | 6.97 |
| GoalVMT3 | N,20 | VMT zone goal 3 value (miles) | 6.04 |
| GoalVMT4 | N,20 | VMT zone goal 4 value (miles) | 5.84 |
| WBaseVMT | N,20 | worksite base VMT value (miles) | 10.0 |
| WGoalVMT1 | N,20 | worksite goal 1 VMT value (miles) | 8.5 |
| WGoalVMT2 | N,20 | worksite goal 2 VMT value (miles) | 7.5 |
| WGoalVMT3 | N,20 | worksite goal 3 VMT value (miles) | 6.5 |
| WGoalVMT4 | N,20 | worksite goal 4 VMT value (miles) | 6.1 |
| AffDATE | D,20 | Affected Date for Worksite (miles) | 8/17/1996 |
| Affected | C,3 | present affected status (Yes/No) | Yes |
| Voluntary | C,3 | present voluntary status | Yes |
| NextSurvDate | D,20 | date of next survey | 4/1/2001 |
| NextSurvType | C,5 | type of next survey* | G4 |
| StatusChange | C60 | note of status or other program change | became unaffected 3/1999 |

10742

Note: The example given is an employer (worksite) record. Not all fields would be filled for jurisdiction, zone, or county records. For some worksites, some fields (e.g., CTEmail) will not apply or will not be known, and should be left blank.

* BA, G1, G2, G3, G4, I1, I2, I3, I4, OTHER for baseline, goal 1-goal 4, interim 1-interim 4, or other

COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT

107424

This Agreement is entered into by and between King County (the "County") and the City of _____ ("City").

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 Department of Transportation 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 reimbursing the City for its costs of 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, as amended.

"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, as amended.

"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 Department of Transportation 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 in accordance with this Agreement is described in Exhibit A: Scope of Work, which by reference is made a part of this Agreement. Funds provided to the City under this Agreement shall be used solely to reimburse the City for its costs incurred in performing the work described in Exhibit A.

(b) Upon written request from the City, the County may assume the City's responsibilities described in Exhibit A and 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 at least forty-five days in advance. Unless otherwise agreed by the parties, such

change in City/County responsibilities shall occur at the end of the quarter in which notice was given or, if such provides less than forty-five days notice, at the end of the following quarter.

- 3.2 Separate Agreements for CTR Services:** Consistent with applicable State and local laws and regulations, the City may enter into separate agreements with the County and 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 shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the State that are pertinent to its performance of the Scope of Work and its responsibilities under the Commute Trip Reduction Act.
- 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 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 Available.** The total amount of CTR Funds available to reimburse the City during the Agreement period shall be calculated annually according to the method described in Exhibit B: Methodology for Allocating CTR Funds.
- 4.2 Quarterly Invoice and Progress Report.** The City shall submit to the County an invoice and progress report within thirty days of the end of each quarter which shall, in conformance with all requirements imposed by the State, set forth the costs for which the City seeks reimbursement. An invoice for the final quarter shall be submitted to the County within twenty days of the end of the quarter and shall not be paid if it is untimely submitted. 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. The City's invoice shall reflect the cost of actual work performed and costs incurred in performing the Scope of Work, provided that the invoices and payments for the first seven quarters shall not exceed eighty-seven and a half (87.5) percent of the total allocation to the City for the biennium

- 4.3 County Processing of City Invoices.** Upon receipt of an invoice and progress report, the County shall forward same to the State. If an invoice and report are not provided by the City within thirty days of the end of a quarter, the County shall hold same for forwarding to the State with the subsequent quarters. An invoice for the final quarter shall be submitted to the County within twenty days of the end of the quarter and shall not be paid if it is untimely submitted.
- 4.4 State Processing of City Invoices.** The State shall be solely responsible for determining satisfactory performance of the Scope of Work by the City and determining the extent to which costs are to be reimbursed. Upon receipt of a quarterly reimbursement from the State, the County shall remit to the City a warrant for the amount received from the State.
- 4.5** Under no circumstances shall the County be required by this Agreement to pay any of its own funds to the City.
- 4.6 Unused Funds at End of Biennium.** At the close of the biennium, any funds allocated to the City, which are unused, shall be reallocated to the cities and the County that have expended in excess of their allocations, on a per site basis until their expenses for the biennium have been covered. Unused funds at the end of the 1997/99 biennium shall be similarly reallocated to cover expenses of cities and the County that have expended more than their allocation for that time period.

SECTION 5.0 REPORTING.

- 5.1 Quarterly Reports.** When requesting payment each quarter, the City (or its designee) shall submit a progress report to the County in accordance with the Scope of Work, attached. 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.

Upon notice that the State has determined to suspend or terminate reimbursement of the City, the County shall have no obligation to continue processing City invoices. In the event the State demands a refund of any amount paid to the County for distribution to the City, the City agrees to refund said amount within thirty days directly to the State or through the County as may be required by the State. The City further agrees to defend, indemnify, and hold harmless the County against any and all claims, demands, lawsuits, or liability of any kind which may be asserted against the County by the State for refund of amounts paid to the City and any costs incurred by the State in recovering same, including but not limited to attorney's fees.

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 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 agree to reduce their respective scopes 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 of 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 shall defend, indemnify and hold harmless the other party, its officers, officials and employees from all claims, demands, suits, actions and liability of any kind which arise out of, are connected with or result from any errors, omissions or negligent acts of the other party, its contractors, employees or agents in the performance of the work of this Agreement; provided, however, that if any such liability is the result of the concurrent negligence of the parties, the obligations under this section shall be allocated in proportion to the percentage of negligence attributed to each party. Each party agrees that its obligations under this provision extend to any claim, demand or cause of action brought by its own employees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the indemnifying's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnification of claims made by the indemnifying party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.2 **State's Nonliability to Subcontractors:** The City agrees that the WSDOT and the State of Washington are not liable for damages or claims arising from the City's performance or activities under this agreement. The City further agrees to include in each contract for services or activities using funds provided in whole or in part by this Agreement a provision in which the contractor agrees that the WSDOT and the State are 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, 1999. The expiration date for purposes of performing substantive work and for incurring costs hereunder shall be June 30, 2001, and for final accounting purposes shall be August 31, 2001, unless terminated earlier or extended pursuant to the provisions hereof.
- 12.2 Extension/Modification.** This Agreement may be amended or otherwise altered only by written agreement of the County Executive or his/her designee 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.
- 12.3 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 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.
- 12.4 Non-Appropriation of Funds:** If sufficient funds are not appropriated or allocated for payment under an extension to 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 _____
Assistant City Attorney

By _____
Director of _____

Date: _____

KING COUNTY:

By _____
King County Executive

Date: _____

EXHIBIT A: Scope of Work

Attachment - Format for Quarterly Reports

EXHIBIT B: Methodology for Allocating Funds

EXHIBIT C: Format for Agreement to Extend and/or Modify the CTR ILA

EXHIBIT A: SCOPE 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 required 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. A ninth county became affected by the Act in 1996.

These counties and cities established and implemented commute trip reduction plans for all major employers within their jurisdiction. The commute trip reduction plans were developed in cooperation with local transit agencies, regional transportation planning organizations, and major employers. Additionally, the trip reduction plans are required 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. 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 was added, with proportionate allocation occurring in the second year of the biennium. In this biennium, the City of Snoqualmie becomes affected.

This CTR ILA involves 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:**

The City or its designee will:

- 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 WSDOT with a public hearing notice and copies of any proposed amendments to its CTR ordinance, plan, and/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 Submit to WSDOT, an annual workplan that outlines the major tasks and activities, including but not limited to employer training and networking activities, employer program review, survey activities, and advertising and promotional campaigns, to be conducted for the coming year. The first annual work plan will be submitted with the first quarterly report and the second with the fourth quarterly report.
- 1.4 Establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. To facilitate the administration of the work described in this agreement, separate accounts shall be established and maintained within the City's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "CTR Account." All costs charged to the CTR Account, including any approved services contributed by the City or others, shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products evidencing in proper detail the nature and propriety of the charges.
- 1.5 Maintain an appeals process consistent with RCW 70.94.534(6) procedures identified in the Commute Trip Reduction Task Force Guidelines whereby employers in the incorporated City may obtain a waiver or modification of the CTR requirements, including establishment of alternative SOV/VMT goals, 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.
- 1.6 Within forty-five (45) days after June 30, 2000, and thirty (30) days after June 30, 2001, submit to WSDOT a report summarizing overall costs incurred in implementing the CTR ordinance and plan. Cost shall be reported in a format provided by WSDOT.

- 1.7 Work collaboratively with and provide technical guidance and support to affected employers. Provide basic services to help employers set up and maintain their CTR programs and to reach the applicable program goals. At a minimum these basic services will include:
- 1.70 Written information on basic requirements of the CTR ordinance, CTR zones, and an explanation of how the plan is intended to achieve its goals;
 - 1.71 At least one ETC basic training class per year, using WSDOT provided ETC Handbook or other training materials reviewed and approved by WSDOT;
 - 1.72 Materials that explain a range of measures and activities that may help the employer achieve the CTR goals of the local ordinance;
 - 1.73 Forms for annual progress reports that are consistent with the Task Force requirements.
 - 1.74 Guidelines for employers to prepare their CTR program descriptions and annual program reports;
 - 1.75 State-supplied employee survey forms and training for employers designed to achieve a successful survey process;
 - 1.76 Annual review of an employer's CTR program including a determination of whether the employer is acting in good faith to meet the goals established by the CTR law;
 - 1.77 Assistance in developing, implementing, and/or modifying an employer's CTR program;
 - 1.78 Regular opportunities for an employer's ETC to network with other local ETCs; and
 - 1.79 Promotional materials such as posters, clip art, or articles that will assist the employer in implementing a worksite CTR program.
- 1.8 Notify WSDOT prior to sending any surveys to the University of Washington, Office of Educational Assessment for processing. The notification must include the name of the worksite and employer identification code for any surveys being submitted for processing. The notification should be submitted via electronic mail, fax or U. S. Postal Services.
- 1.9 Participate in local implementation of the statewide CTR public awareness and recognition programs developed by WSDOT.
- 2.0 **Quarterly Progress Report and Invoice Voucher.** The City or its designee will submit quarterly reports to the County with the invoice vouchers, in the format provided in Exhibit

A - Attachment, that adequately and accurately assess the progress made by the City in implementing RCW 70.94.521-551 within thirty (30) days of the end of each quarter for the first seven quarters and within twenty (20) days of the end of the final quarter.

COUNTY TASKS:

- 1.0 **Liaison:** Serve as a liaison between WSDOT and cities, towns, transit agencies, and regional transportation planning organizations for the purposes of RCW 70.94.521-551.
- 2.0 Distribute the WSDOT-provided State Program Description & Employer Annual Report Form to local jurisdictions within the county implementing CTR plans and ordinances, as requested.

ATTACHMENT
to Exhibit A
Quarterly Report Format

- Name of the Jurisdiction or Organization Submitting Report
- Submitted on behalf of following Jurisdiction(s)
- Contact Person Name
- Contact Person Phone and Fax Number

1. **Past Quarter's CTR events and projects:**

A detailed summary of implementation assistance provided to affected employers within the jurisdictions such as site visits, program review, training, networking opportunities, products and services, publications and promotion materials.

2. **Expenditures This Quarter**

List actual total expenditures on the last line of the following table. Estimate expenditures by category as indicated.

| Categories | This Quarter CTR Fund Expenditures | CTR Fund Expenditures Year to Date |
|-------------------------------|------------------------------------|------------------------------------|
| Program Administration | \$ | \$ |
| Training | \$ | \$ |
| Employer support and services | \$ | \$ |
| Other (Specify) | \$ | \$ |
| Total | \$ | \$ |

3. **Jurisdiction (s) Contact Names, Address, and Phone Numbers**

Jurisdiction A John Who City of X PO Box 1234 X, WA 98000 Phone (206) 999-9999

4. **List of Affected Employers & Worksites in the Jurisdiction.**

The information will be submitted in the electronic format provided by WSDOT.

5. **Employer Annual Reports Approved During the Quarter.**

Attach one electronic or hard copy of any employer annual reports approved by the jurisdiction during the quarter.

6. **Employer Exemptions and Goal Modifications Granted During the Quarter**

Provide the name and employer identification code for any worksite which has been granted an exemption or goal modification during the quarter. Include information about the duration of all exemptions and information on the type of goal modification granted.

EXHIBIT B: METHODOLOGY FOR ALLOCATING CTR FUNDS

107421

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 twelve month period ending June 30, (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, (4) been exempted from all or a portion of CTR program requirements, or (5) been identified as being an affected work site on as of June 30.

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.** 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 the 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 _____
City, WA xxxxx

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: Scope 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).

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 _____