

July 31, 1997  
AM:lh  
97ctrmtn  
8/19/97 clerk

Introduced By: ROB MCKENNA

Proposed No: 97-501

MOTION NO. **10329**

1  
2 A MOTION authorizing the county executive to enter into an  
3 agreement with the Washington state department of  
4 transportation to accept technical assistance grant funds as  
5 required by RCW 70.94.544 in the approximate amount of  
6 \$2,178,361 for the July 1, 1997 to June 30, 1999 state  
7 biennium and also authorizing the county executive to enter  
8 into an agreement with the cities within the county required to  
9 plan under chapter 70.94 RCW to distribute technical  
10 assistance funds as required by that chapter.

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

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

19 WHEREAS, the CTR Act provides further that state CTR funds shall be distributed  
20 among the counties in proportion to the number of major employers and major worksites in  
21 each county and the counties shall subsequently distribute state funds to cities within the  
22 county in proportion to the number of major employers and major worksites in each city,  
23 and

1           WHEREAS, the Washington state department of transportation (WSDOT) has  
2 developed an intergovernmental agreement with the affected counties (Attachment A),  
3 which provides for the transfer of the state CTR technical assistance funds to the counties as  
4 required by statute, and

5           WHEREAS, a coordinating committee of representatives from King County and  
6 each of the affected cities has developed interlocal agreements between the county and  
7 each of the affected cities within the county (Attachments B), which provide for the  
8 transfer of CTR technical assistance funds and services to the cities,

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

10           A. The county executive is hereby authorized to enter into an agreement with the  
11 Washington state department of transportation, in substantially the same form as in  
12 Attachment A of this motion, to accept CTR technical assistance funds in the approximate  
13 amount of \$2,178,361 for the July 1, 1997 to June 30, 1999 biennium, to be for distribution  
14 to King County and the cities within King County that are required to implement commute  
15 trip reduction plans under the CTR Act.

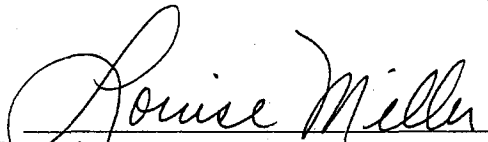
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B. The county executive is hereby authorized to enter into interlocal agreements, in substantially the same form as in Attachments B of this motion, with the affected cities to distribute state CTR technical assistance funds among the county and the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

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

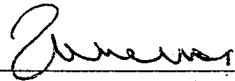
PASSED by a vote of 11 to 0 this 6<sup>th</sup> day of October,  
1997.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



VICE Chair

ATTEST:



Clerk of the Council

Attachments:

- A. Intergovernmental Agreement: Development and Implementation of Commute Trip Reduction (CTR) Plans and Programs
- B. Commute Trip Reduction Interlocal Agreement

10329

**Attachment A**

Washington State Department of Transportation 310 Maple Park Avenue PO Box 47387 Olympia, WA 98504-7387  Contact Person: T.J. Johnson			King County Department of Transportation 821 2 <sup>nd</sup> Avenue MS 65 Seattle, WA 98104-1598  Contact Person: Ann Martin
AGREEMENT NUMBER  GCA0931	START DATE  JULY 1, 1997	COMPLETION DATE  JUNE 30, 1999	PROJECT TITLE—DESCRIPTION OF WORK  Development and Implementation of Commute Trip Reduction (CTR) Plans and Programs

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

WHEREAS, WSDOT has the statutory authority under Section 2 of RCW 70.94.541 to provide assistance to local governments serving the communities of the state, for the purpose of implementing commute trip reduction plans and ordinances; and

WHEREAS, WSDOT also has the responsibility to administer programs and projects assigned to WSDOT by the Governor or the Washington State Legislature; and

WHEREAS, Revised Code of Washington (RCW) 70.94.544 directs WSDOT to proportionally distribute funds to the counties based on the number of affected worksites and that the counties proportionally distribute the funds to the cities with Commute Trip Reduction (CTR) plans based on the number of affected worksites; and

WHEREAS, WSDOT hereby desires to engage the County to perform certain tasks as hereinafter agreed upon by both parties, and referred to as Statement of Work attached hereto and made part of this Agreement for all intents and purposes.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises 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 \$2,178,361.
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, 1997. The agreement expiration date shall be June 30, 1999.

**4. REIMBURSEMENT PROVISIONS**

The County shall submit an invoice voucher (state form A-19) to WSDOT within forty-five (45) days of the end of each quarter for the first seven (7) quarters and within thirty (30) days of the end of the final quarter. Invoices received more than 30 days after the end of the final quarter will not be paid. Within thirty (30) days after receiving the voucher 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 contract amount until the final quarter in order to ensure completion of all tasks identified in this agreement. The County shall not be reimbursed for work performed under this agreement until it has satisfied the parking review requirements identified in RCW 70.94.527(4)(e). The County shall not reimburse local jurisdictions or their designees for work performed under this agreement or any interlocal agreements developed pursuant to this agreement until the local jurisdiction or its designee has satisfied the parking review requirements identified in RCW 70.94.527(4)(e) as detailed in Section IF of this agreement.

**5. EVALUATION AND MONITORING**

- a. The County shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDOT that are pertinent to the intent of this Agreement.
- b. WSDOT 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 WSDOT 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.

**6. QUARTERLY REPORTING**

The County shall remit to WSDOT quarterly reports as described in the Statement of Work, for WSDOT to 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 quarter for the first seven (7) quarters and within thirty (30) days of the end of the final quarter.

**7. 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 or age; Vietnam-era or disabled-veteran status; or the presence of any sensory, mental or physical disabilities. 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.

**8. AGREEMENT MODIFICATIONS**

WSDOT and the County may request changes in service to be performed with the funds. Any such changes that are mutually agreed upon by WSDOT 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.

**9. 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 the covenants, agreements or stipulations of this Agreement, WSDOT 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 WSDOT prior to the effective date of such termination, shall be paid based on actual work performed and actual costs incurred.

10. **SPECIAL PROVISION**

Any WSDOT 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.

11. **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 WSDOT 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 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 subcontractor's performance or activities under the terms of the contracts.

12. **GOVERNING LAW AND VENUE**

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.

13. **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 affect 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.

14. **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, WSDOT 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 WSDOT is required to institute legal proceedings to enforce the recapture provision, WSDOT shall be entitled to its cost thereof, including reasonable attorneys fees.

15. REDUCTION IN FUNDS

The WSDOT 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.

16. ADMINISTRATION

- a. WSDOT's key person shall be T.J. Johnson.
- b. The County's key person shall be Ann Martin.

17. 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.

18. FINAL PAYMENT

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

19. TERMS AND CONDITIONS

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.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM

By \_\_\_\_\_

\_\_\_\_\_  
Assistant Attorney General

Title \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Date \_\_\_\_\_

KING COUNTY

APPROVED AS TO FORM

By \_\_\_\_\_

\_\_\_\_\_  
Deputy Prosecuting Attorney

Title \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Date \_\_\_\_\_



# STATEMENT OF WORK

# 10329

## 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 the 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 counties with populations over 150,000, to develop ordinances, plans and programs to reduce vehicle miles traveled and single occupant vehicle commute trips. The 1997 Legislature amended several sections of RCW 70.94.521-551 in order to enhance and improve implementation of the CTR program.

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 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 and ordinances are to be consistent with the guidelines established by the CTR Task Force.

### OBJECTIVES:

King 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 Department of Transportation (WSDOT) 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.

### 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 WSDOT with a public hearing notice and copies of any proposed amendments to the County's 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.
- D. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees will provide WSDOT with a public hearing notice and copies of any proposed amendments to their 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.
- E. Include a provision in all CTR interlocal agreements with all jurisdictions which become affected by the CTR law after July 1, 1996, stating that they will review parking policies and ordinances as they relate to major worksites and any revisions necessary to promote the intent of the CTR law, ordinance, and plan. Include in all CTR interlocal agreements a provision stating that all jurisdictions which become affected by the CTR law after July 1, 1996, will provide written summary of the parking review and any revisions undertaken to WSDOT within twenty four (24) months of signing the interlocal agreement.
- F. Include a provision in all CTR interlocal agreements stating that local jurisdictions which were subject to the requirements of RCW 70.94.521-551 prior to July 1, 1996 and which have not yet done so will review parking policies and ordinances as they relate to major worksites and any revisions necessary to promote the intent of the CTR law, ordinance, and plan and will provide written summary of the parking review and any revisions undertaken to WSDOT prior to submitting to the County any invoices for reimbursement under this agreement.
- G. Submit to WSDOT within forty five (45) days after June 30, 1998 and thirty (30) days after June 30, 1999 a report summarizing overall costs incurred by the County in implementing RCW 70.94.521-551. Costs shall be reported in a format approved by WSDOT.
- H. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will within forty five (45) days after June 30, 1998 and thirty (30) days after June 30, 1999, submit to WSDOT a report summarizing overall costs incurred by the jurisdiction in implementing RCW 70.94.521-551. Costs shall be reported in a format approved by WSDOT.
- I. 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 Contractor'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 County 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.
- J. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will 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 Contractor'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 jurisdiction 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.

- K. Provide local support for implementation of the statewide CTR public awareness and recognition programs developed by WSDOT.
- L. Include a provision in all interlocal agreements that local jurisdictions, or their designees, will provide support for implementation of the statewide CTR public awareness and recognition programs developed by WSDOT.

## 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 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).
- D. 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.

## III. Appeals, Waivers and Modifications

- A. Maintain an appeals process consistent with RCW 70.94.534(6) and procedures identified in the Commute Trip Reduction Task Force Guidelines whereby employers in the unincorporated County may obtain a waiver or modification of CTR requirements, including the establishment of alternative SOV/VMT goals, if they would be unable to meet the requirements of the County's 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, or their designees, will 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 local jurisdiction may obtain a waiver or modification of CTR requirements, including the establishment of alternative SOV/VMT goals, if they would be unable to meet the requirements of the local jurisdiction's CTR plan or ordinance as a result of special characteristics of their business or location.
- C. Submit any requests for waivers or modifications from CTR requirements, including requests for goal modifications, to the WSDOT technical assistance team for review and comment within five (5) days of receiving such requests. The County shall not approve or deny any such requests until receiving comment on the request as specified by this agreement under WSDOT Task 1B.

- D. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will submit any requests for waivers or modifications, including requests for goal modifications, to the WSDOT technical assistance team for review and comment within five (5) days of receiving such requests. Include a provision in all CTR interlocal agreements stating that local 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 1B.

#### IV. Annual Progress Reporting

- A. The quarterly reports submitted as described in Section V shall constitute fulfillment of the jurisdiction annual reporting requirements of RCW 70.94.527(8).
- B. Employer Annual Progress Reporting
1. Use the state-provided "Program Description & Employer Annual Report" form or have the County form reviewed by WSDOT for data compatibility and consistency with the state "Program Description & Employer Annual Report" form.
  2. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will use the state-provided "Program Description & Employer Annual Report" form or have their form(s) reviewed by WSDOT for data compatibility and consistency with the state "Program Description & Employer Annual Report" form.
  3. Submit to WSDOT as part of the quarterly report identified in Attachment 1 one (1) hard copy of each "Program Description & Employer Annual Report" approved by the County during the previous quarter.
  4. Include a provision in all CTR interlocal agreements that local jurisdictions, or their designees, will submit to WSDOT as part of the quarterly report identified in Attachment 1 one (1) hard copy of each "Program Description & Employer Annual Report" approved by the jurisdiction, or their designee, during the previous quarter.

#### V. Quarterly Reporting

- A. With the invoice vouchers, submit to WSDOT quarterly progress reports in the format provided in Attachment 1, that adequately and accurately assess the progress made by the County in implementing RCW 70.94.521-551 within forty-five (45) days of the end of each quarter for the first seven (7) quarters and within thirty (30) days of the end of the final quarter.
- B. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees, will submit to WSDOT quarterly reports in the format provided in Attachment 2, that adequately and accurately assess the progress made by each jurisdiction in implementing RCW 70.94.521-551 within forty-five (45) days of the end of each quarter for the first seven (7) quarters and within thirty (30) days of the end of the final quarter.

#### VI. Surveying

- A. Provide WSDOT, 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 WSDOT-specified format (Attachment 3) 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, or zone CTR survey database information for their jurisdiction. CTR survey database information must be submitted in WSDOT-specified format (Attachment 3) at least three weeks prior to submitting survey forms for processing.
  - C. Return all survey report forms to their respective employers(s) within the unincorporated county within thirty (30) days of receipt from the state, and return all processed CTR Employee Questionnaires unaltered to their respective employer(s) within ninety (90) days of receipt from the state.
  - D. Include a provision in all CTR interlocal agreements stating that local jurisdictions, or their designees will return all survey report forms to their respective employers(s) within the jurisdiction within thirty (30) days of receipt from the state, and will return all processed CTR Employee Questionnaires unaltered to their respective employer(s) within ninety (90) days of receipt from the state.

## WSDOT TASKS:

### I. Technical Assistance

- A. Through the Technical Assistance Team (TAT), 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.
- B. Review and comment on requests for waivers and modifications, including requests for goal modifications, within five (5) days of receiving such requests. Failure to review and comment on such requests within five (5) days shall be considered a forfeiture of the right to comment on the request.
- C. Maintain a current database of all affected worksites in Washington State. Input new and/or updated worksite information within 5 working days of receipt from local jurisdictions. Implement an internal verification process to ensure all new and/or updated information is input in a timely and accurate manner.
- D. Develop and implement employer training programs to support local implementation of the CTR program as needed. Maintain and periodically update existing training programs.
- E. Develop and implement statewide CTR public awareness and recognition programs to support local implementation of the CTR program in affected jurisdictions.

### II. Annual Reporting Assistance

- A. Distribute in sufficient quantities the State "Program Description & 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 & Employer Annual Report" form within thirty (30) days of receipt.

**III. Survey Assistance**

- A. Provide the County, local jurisdictions, or their designees, with summary survey information as requested.
- 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, and affected employers, or their designees, for the Employee Questionnaire during the base year and all subsequent measurement years.
- D. Provide technical assistance to the County, local jurisdictions, or their designees on surveying, as requested.
- E. Return the processed Employee Questionnaires to the County, local jurisdictions, or their designees within thirty (30) days of the date the forms are delivered for processing.
- F. 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. Provide the state-developed "CTR Guide for Employer Surveys" in sufficient quantities as requested by the County, local jurisdictions, or their designees.

**IV. Quarterly Reports and Invoice Vouchers**

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 the actual amount billed by the county for the previous quarter, WSDOT will withhold 12.5% of the total contract amount until the final quarter in order to ensure completion of all tasks identified in this agreement.

Attachment 1

10329

Quarterly Report Format for King County

- 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 county such as site visits, program review, training, networking opportunities, products & services, publications and promotion materials.

2. Next Quarter's CTR events and projects:

A description of scheduled events, projects, and implementation assistance to be provided to affected employers within the county during the next quarter such as site visits, program review, training, networking opportunities, products & services, publications and promotion materials

3. CTR Funds Disbursed to Jurisdictions (to be completed by the County only)

Jurisdiction	Disbursed Previous Quarter	Total Disbursed Fiscal Year to Date
Jurisdiction A	\$	\$
Jurisdiction B	\$	\$
(etc)		
<b>Total Disbursement</b>	<b>\$</b>	<b>\$</b>

## 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
Administration (List only staff salaries, benefits, travel and training)	\$	\$
Public Information, Awareness, and Recognition	\$	\$
Employer Services funded through state CTR funds (GRH, Shuttles, Vanpool, etc.)	\$	\$
Employer Assistance/Promotion	\$	\$
Employer Training	\$	\$
Other (Specify)	\$	\$
Other (Specify)	\$	\$
<b>Total</b>	\$	\$

**5. List of state certified CTR Program Reviewers**

Ex) John Who City of X CTR Office PO Box 1234 X, WA 98000

**6. 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

**7. Additions, Deletions, and Changes to the List of Affected Employers & Worksites in the County.**

City of X JCODE

- E30100
- Employer
- Site Address
- Site City, State Zipcode
- ETC Contact Name
- Address
- City, State Zipcode
- ETC's Phone
- ETC's Fax
- Affected Date
- Unaffected Date (if applicable)
- Annual Report Date
- Zone Code



8. Total Number of Affected Worksites in County

Affected Jurisdiction	Number of Affected Worksites	Increase/Decrease From Last Quarter
Jurisdiction A	15	+1

9. List of Sites Which Have Applied for Exemptions or Goal Modifications

Employer Name      Request      Granted or Denied      Effective Date

10. Employer Annual Reports Approved During the Quarter

Attach one hard copy of any employer annual reports approved by the county during the quarter.

## Attachment 2

10329

### Quarterly Report Format for King County Jurisdictions

- 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 jurisdiction such as site visits, program review, training, networking opportunities, products & services, publications and promotion materials.

**2. Next Quarter's CTR events and projects:**

A description of scheduled events, projects, and implementation assistance to be provided to affected employers within the jurisdiction during the next quarter such as site visits, program review, training, networking opportunities, products & services, publications and promotion materials

**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
Administration (List only staff salaries, benefits, travel and training)	\$	\$
Public Information, Awareness, and Recognition	\$	\$
Employer Services funded through state CTR funds (GRH, Shuttles, Vanpool, etc.)	\$	\$
Employer Assistance/Promotion	\$	\$
Employer Training	\$	\$
Other (Specify)	\$	\$
Other (Specify)	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**4. List of state certified CTR Program Reviewers**

Ex) John Who      City of X      CTR Office      PO Box 1234      X, WA 98000

5. Jurisdiction Contact Names, Address, and Phone Numbers

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

6. Additions, Deletions, and Changes to the List of Affected Employers & Worksites in the Jurisdiction.

City of X JCODE

- E30100
- Employer
- Site Address
- Site City, State Zipcode
- ETC Contact Name
- Address
- City, State Zipcode
- ETC's Phone
- ETC's Fax
- Affected Date
- Unaffected Date (if applicable)
- Annual Report Date
- Zone Code

7. Total Number of Affected Worksites in Jurisdiction

Affected Jurisdiction	Number of Affected Worksites	Increase/Decrease From Last Quarter
Jurisdiction A	15	+1

8. List of Sites Which Have Applied for Exemptions or Goal Modifications

Employer Name Request Granted or Denied Effective Date

9. Employer Annual Reports Approved During the Quarter

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

# ATTACHMENT 3

# 103291

## 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.).

Typically, the State will gather new and revised information via hard copy (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>
CTRID	C,6	worksite ID	E25189
WksName	C,60	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,10	worksite zip	98905
Contact	C,60	person to contact	Bernie Buns
CTCompany	C,60	contact organization	Silver Tree Enterprises
CTAddress	C,60	contact mail address	P.O. Box 3489
CTStreet	C,60	contact street address	6507 West Mayfield
CTCity	C,45	contact city	Sunny Springs
CTState	C,2	contact state	NY
CTZip	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%
GoalSOV1	C,20	SOV zone goal 1 value	72.25%
GoalSOV2	C,20	SOV zone goal 2 value	63.75%
GoalSOV3	C,20	SOV zone goal 3 value	55.25%
WBaseSOV	C,20	worksite base SOV value	90%

10329

Field	Length	Description	Example
WGoalSOV2	C,20	worksite goal 2 SOV value	63.0%
WGoalSOV3	C,20	worksite goal 3 SOV value	58.5%
Base VMT	C,20	zone base VMT value	9.3 miles
GoalVMT1	C,20	VMT zone goal 1 value	7.90 miles
GoalVMT2	C,20	VMT zone goal 2 value	6.97 miles
GoalVMT3	C,20	VMT zone goal 3 value	6.04 miles
WBaseVMT	C,20	worksite base VMT value	10.0 miles
WGoalVMT1	C,20	worksite goal 1 VMT value	8.5 miles
WGoalVMT2	C,20	worksite goal 2 VMT value	7.5 miles
WGoalVMT3	C,20	worksite goal 3 VMT value	6.5 miles
AffDATE	D,20	Affected Date for Worksite	8/17/96

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

103294

Attachment B

COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT

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: Statement 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 and subject to the parties entering into a written amendment to this agreement, the County may assume the City 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 Statement 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, which by reference is made a part of this Agreement.
- 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 Statement 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 quarter's. 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 Statement 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.

## **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 Statement 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 written 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 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 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 its performance or activities under this agreement. The City further agrees to include in each contract for services or activities utilizing 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, 1997. The expiration date for purposes of performing substantive work and for incurring costs hereunder shall be June 30, 1999, and for final accounting purposes shall be August 31, 1999, 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 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.
- 12.4 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 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 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.

103291

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 \_\_\_\_\_

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

Approved as to form: KING COUNTY:

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

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

EXHIBIT A: Statement of Work

Attachment 1 - Format for Quarterly Reports

Attachment 2 - Memorandum of Understanding

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 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.

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 Provide a written summary of the review of parking policies and ordinances as they relate to major worksites and any revisions necessary to promote the intent of the CTR law, ordinance and plan to the WSDOT prior to submitting to the County any invoices for reimbursement under this agreement, if a written summary has not been provided to the State as required in earlier agreements.
- 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.

**2.0. Surveying:**

The City or its designee will provide WSDOT or its designee any and all updated or new employer, jurisdiction, zone, or City CTR survey database information. CTR



survey database information must be submitted in WSDOT-specified format at least three weeks prior to submitting survey forms for processing.

### 3.0 Annual Progress Reporting:

3.1 The quarterly reports submitted as described below shall constitute fulfillment of the City's annual reporting requirements of RCW 70.94.527(8).

#### 3.2 Employer Annual Progress Reporting

The City or its designee will:

1. Use the state-provided "Program Description & Employer Annual Report" form or submit the City form(s) for review by the WSDOT for data compatibility and consistency with the state "Program Description & Employer Annual Report" form.
2. Submit to the WSDOT, as part of the quarterly report identified in Attachment 1, one (1) hard copy of each "Program Description & Employer Annual Report" approved by the City during the previous quarter.

4.0 **Quarterly Reporting.** The City or its designee will submit quarterly reports to the County with the invoice vouchers, in the format provided in Attachment 1, 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.

5.0 **Memorandum of Understanding.** The City or its designee will pursue in good faith a memorandum of understanding with the County in substantially the same form as Attachment 2 regarding the provision to WSDOT of data and documents that will enhance the WSDOT'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.

## Attachment 1 - Format for Quarterly Reports

- 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 jurisdiction such as site visits, program review, training, networking opportunities, products & services, publications and promotion materials.

**2. Next Quarter's CTR events and projects:**

A description of scheduled events, projects, and implementation assistance to be provided to affected employers within the jurisdiction during the next quarter such as site visits, program review, training, networking opportunities, products & services, publications and promotion materials

**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
Administration (List only staff salaries, benefits, travel and training)	\$	\$
Public Information, Awareness, and Recognition	\$	\$
Employer Services funded through state CTR funds (GRH, Shuttles, Vanpool, etc.)	\$	\$
Employer Assistance/Promotion	\$	\$
Employer Training	\$	\$
Other (Specify)	\$	\$
Other (Specify)	\$	\$
<b>Total</b>	\$	\$

**4. List of state certified CTR Program Reviewers**

Ex) John Who City of X CTR Office PO Box 1234 X, WA 98000

5. **Jurisdiction Contact Names, Address, and Phone Numbers**

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

6. **Additions, Deletions, and Changes to the List of Affected Employers & Worksites in the Jurisdiction.**

City of X JCODE

- E30100
- Employer
- Site Address
- Site City, State Zipcode
- ETC Contact Name
- Address
- City, State Zipcode
- ETC's Phone
- ETC's Fax
- Affected Date
- Unaffected Date (if applicable)
- Annual Report Date
- Zone Code

7. **Total Number of Affected Worksites in Jurisdiction**

Affected Jurisdiction	Number of Affected Worksites	Increase/Decrease From Last Quarter
Jurisdiction A	15	+1

8. **List of Sites Which Have Applied for Exemptions or Goal Modifications**

Employer Name      Request      Granted or Denied      Effective Date

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

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

## Attachment 2

Memorandum of Understanding  
Between King County and the City of \_\_\_\_\_  
Regarding Commute Trip Reduction Program Implementation  
For the Period July 1, 1997--July 30, 1999

The Memorandum of Understanding establishes the intent of King County and the City of \_\_\_\_\_ to assist the Washington State Department of Transportation (WSDOT) and the Commute Trip Reduction Task Force in their evaluation of the effectiveness of CTR legislation. The City of \_\_\_\_\_, by way of this memorandum, expresses its intent to:

1. Submit to the County within twenty (20) days after June 30, 1998 and fifteen (15) days after June 30, 1999, a report detailing costs not previously reported that were incurred by the City in implementing RCW 70.94.521-551 and providing further detail on costs previously reported. Costs shall be reported in a format approved by the WSDOT.
2. Submit any requests for waivers or modifications, including requests for goal modifications, to the WSDOT technical assistance team for review and comment within five (5) days of receiving such requests. The City shall not approve or deny any such requests until five (5) days after receipt by the WSDOT.
3. Return all survey report forms to the employer(s) within the City within thirty (30) days of receipt from the State, and return all processed CTR Employee Questionnaires unaltered to the employer(s) within the City within ninety (90) days of receipt from the State.

**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 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 \_\_\_\_\_

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).

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 \_\_\_\_\_