INTERLOCAL AGREEMENT FOR ADMINISTERING
COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter referred to as the **CITIES**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

WHEREAS, RCW 70.94.527 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay 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, COMMUNITY TRANSIT worked in partnership with the CITIES to develop a common CTR plan and ordinance that has been adopted into law by the CITIES; and

WHEREAS, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a common manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the development and implementation of the CTR plans and programs for the CITIES; and

WHEREAS, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

WHEREAS, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

WHEREAS, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; and

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

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1. RECITALS: The recitals set forth above, constituting a basis of the agreement of the PARTIES, are incorporated herein by references as if fully set forth.

2. SERVICE PROVISIONS: THE PARTIES shall perform the services specified in the "STATEMENT of WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.

3. FUNDING: COMMUNITY TRANSIT shall receive all funds provided by the Washington State Department of Transportation (WSDOT) allocated for the CITIES to support the administration of the CTR base plans and programs.

4. CHANGE IN FUNDING: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from the WSDOT. If the WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in Snohomish County and any amendments to this AGREEMENT that may be required.

5. AGREEMENT PERIOD: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the agreement. The term of this AGREEMENT shall be from the effective date until June 30, 2019.

6. TERMINATION: The CITIES and/or COMMUNITY TRANSIT 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 COMMUNITY TRANSIT, and not otherwise paid for by WSDOT prior to the effective date of such termination shall be paid as a pro rate portion of the applicable WSDOT allocation amount by WSDOT.

7. SEVERABILITY: One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms or conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a City from this AGREEMENT is declared severable.

8. AGREEMENT MODIFICATIONS: Any party may request changes to this AGREEMENT. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment of this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto.

9. NONDISCRIMINATION: The PARTIES, in performance of this AGREEMENT, shall comply with all applicable local, state, and/or federal laws and ordinances, and agree that they shall not discriminate against any person who is paid, for work completed, by funds indicated in this AGREEMENT or against any applicant for such employment on the grounds of race, color, religion, national origin, age, veteran status, or the presence of any sensory, mental, or physical disability. The PARTIES shall make reasonable accommodations to the sensory, mental, or physical disabilities of applicants and employees throughout the personnel process. In determining the extent of reasonable accommodation, the following factors will be considered: the safe and efficient operation of the organization; feasible financial costs and expenses; and the overall type and size of the organization's operation.

10. INDEMNIFICATION:

A. COMMUNITY TRANSIT shall protect, hold harmless, indemnify, and defend, at its own expense, the CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of Community Transit of this Agreement, including claims by the state, COMMUNITY TRANSIT's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the CITIES or their elected and appointed officials, officers, employees or agents.

The CITIES shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of the indemnifying party, City of this Agreement, including claims by the state, the CITIES' employees or third parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT, its elected and appointed officials, officers, employees or agents.

B. 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.

C. This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that the PARTIES are not liable for damages or claims for damages arising from any subcontractor's performance or activities under the terms of the contracts.

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace and Community Transit have executed this AGREEMENT as of the date and year written below.

COMMUNITY TRANSIT

Authorized Signature
FOR Emmett Heath
Chief Executive Officer

7/15/15
Date

CITY OF ARLINGTON

Authorized Signature
Barbara Tolbert
Mayor

Date

CITY OF BOTHELL

Authorized Signature
Robert Stowe
City Manager

Date

CITY OF EDMONDS

Adrienne Fraley-Monillas, Mayor pro tem
Authorized Signature
David Earling
Mayor

June 23, 2015
Date

CITY OF LYNNWOOD

Authorized Signature
Nicola Smith
Mayor

Date

CITY OF MARYSVILLE

Authorized Signature
Jon Nehring
Mayor

Date

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COMMUNITY TRANSIT

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Authorized Signature
Emmett Heath
Chief Executive Officer

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CITY OF ARLINGTON

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Authorized Signature
Barbara Tolbert
Mayor

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CITY OF BOTHELL

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Authorized Signature
Robert Stowe
City Manager

_____
Date

CITY OF EDMONDS

Adrienne Fraley-Monillas, Mayor pro-tem
Authorized Signature
David Earling
Mayor

6/23/15
Date

CITY OF LYNNWOOD

_____
Authorized Signature
Nicola Smith
Mayor

_____
Date

CITY OF MARYSVILLE

_____
Authorized Signature
Jon Nehring
Mayor

_____
Date

CITY OF MONROE

_____
Authorized Signature
Geoffrey Thomas
Mayor

_____
Date

CITY OF MOUNTLAKE TERRACE

_____
Authorized Signature
Jerry Smith
Mayor

_____
Date

CITY OF MUKILTEO

_____
Authorized Signature
Jennifer Gregerson
Mayor

_____
Date

EXHIBIT "A"

Statement of Work

ADMINISTERING COMMUTE TRIP REDUCTION PLANS

1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

This STATEMENT OF WORK is incorporated into the Interlocal Agreement titled "**INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS"** and outlines the tasks and responsibilities for each of the PARTIES.

COMMUNITY TRANSIT TASKS

2. GENERAL TASKS

2.1 Maintain and administer the CITIES' CTR Plans and programs according to the provisions of RCW 70.94.521-551.

2.2 Provide Washington State Department of Transit (WSDOT) with a public hearing notice and copies of any proposed amendments to the CITIES' 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.

2.3 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 COMMUNITY TRANSIT'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 CITIES 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.

3. SERVICES PROVIDED TO EMPLOYERS

Provide affected employers with access to information and services, which will enable them to plan, implement, and manage Commute Trip Reduction (CTR) programs in a way that implements the CITIES' CTR plans and ordinances and meets individual employer goals.

3.1 Organize the content and format of a comprehensive CTR educational program for employers and jurisdictions.

3.2 Ensure that the comprehensive CTR educational program in Snohomish County is consistent with that developed by the Washington State Technical Assistance Team.

3.3 Each of the CITY ordinances requires employers to appoint an Employee Transportation Coordinator (ETC) who will coordinate the CTR program at that employment site. Personalized assistance to and on-site presentations will be provided to ETCs, managers and employees.

3.4 Offer free to affected employers complete ETC training at least once every six months with priority given to designated ETCs.

3.5 Provide opportunities for ETCs to network with the ETCs of other affected employers.

3.6 Continue to provide outreach assistance to affected employers, new affected employers, and potential affected employers.

3.7 Provide information and technical assistance to affected employers in preparing and revising individual trip reduction programs. Explain legal requirements and assist with initial survey and plan development.

3.8 Work with CITIES to develop new transportation demand management (TDM) programs to implement CTR Plans such as Telework, Alternative Work Hours, Subsidy/Incentives, and Parking Management.

3.9 Coordinate and facilitate employer networking, employer peer reinforcement and employer recognition programs.

3.10 Produce two annual rideshare campaigns and distribute campaign materials.

3.11 Plan, promote and implement employer transportation events, including customized worksite carpool and vanpool events, and provide event prizes.

3.12 Design and distribute CTR marketing materials, including new employee orientation materials, which employers may use or copy to implement, promote and manage CTR programs.

3.13 Provide employers with access to information, materials and programs that will enable them to adequately promote CTR programs. Produce customized marketing materials for employees upon request.

3.14 Be available to attend at least one rideshare fair or employer promotion per year for each affected employer. Encourage employers to work together and hold joint events.

3.15 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program and Guaranteed Ride Home program.

3.16 Take the lead in coordinating the survey process for employers. Provide survey workshops to employers during measurement years. Distribute and collect the state "CTR Employee Questionnaires" (survey forms). Work with the appropriate agencies to coordinate the processing of the employer surveys. Ensure that employers timely receive their survey results. Offer survey follow-up meetings to all employers. Return processed surveys to employers.

3.17 Send or deliver employer surveys for processing as instructed by WSDOT. Prior to sending or delivering any surveys, notify WSDOT of the name of the worksite(s) and the employer identification code(s) for any surveys being submitted for processing. The notification should be submitted via electronic mail, fax, or U.S. Postal Services.

4. ANNUAL EMPLOYER REPORTING & PROGRAM REVIEW

4.1 Notification of Newly Affected Sites as defined by CITY ordinance

4.1.1 Identify list of potential new sites and contact person and send notification inquiry to determine if affected.

4.1.2 Confirm status and secure state ID code.

4.1.3 Create timeline and legal file.

4.2 Site Analysis and Program Review

4.2.1 Notify affected employers when quarterly and/or annual program reports are due and provide affected employers with limited direct assistance in preparing written program submissions.

4.2.2 Review program reports for completeness for new sites and for sites that made progress toward goal.

4.2.3 For sites that didn't make progress, review survey results and recent program data and evaluate the potential for progress toward single occupant vehicle (SOV)/vehicle miles traveled (VMT) reduction.

4.2.4 Make recommendations to CITIES for program improvements for sites that did not make progress.

4.2.5 Generate approval/non-approval letter for CITIES signature.

4.2.6 Follow up with employers whose programs have not been approved and assist in modifying CTR program.

4.3 Exemptions & Modification

4.3.1 Receive employer requests for exemptions or modifications and send copy of request to CITIES.

4.3.2 Copy request to WSDOT for comment.

4.3.3 Review and analyze request and provide comments to CITIES; CITIES reviews analysis and provides directions to COMMUNITY TRANSIT.

4.3.4 Generate and send response if directed so by CITIES.

4.4 Records Maintenance

4.4.1 Maintain database and master file records on all affected worksites.

4.4.2 Provide WSDOT with electronic or hard copy of each employer program report approved within the quarter.

5. COORDINATION

5.1 Serve as a liaison between WSDOT and the CITIES for the purposes of RCW 70.94.521-551.

5.2. Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies (including Metro CTR and Metro Rideshare) in order to create a comprehensive CTR program.

5.3 Collaborate directly with the CTR planning coordinators from the CITIES in working with affected employers to facilitate the timely development, submission, implementation, and revision of affected employer programs.

5.4 Coordinate and facilitate CTR coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.

5.5 Attend jurisdiction and regional meetings representing CITIES' issues.

5.6 Work with CITIES to develop and fund new TDM programs to implement CTR Plans such as Telework, Alternative Work Hours, Subsidy/Incentives, and Parking Management.

5.7 Help jurisdictions monitor the progress of affected employers after CTR programs are implemented.

5.8 Meet at least annually with the each CITY to discuss employer CTR programs in each jurisdiction.

6. REPORTING

6.1 With an invoice voucher, submit to WSDOT quarterly progress reports in a format approved by WSDOT, that adequately and accurately assess the progress made by the CITIES in implementing RCW 70.94.521-551. These quarterly reports shall be submitted within forty-five (45) days of the end of each quarter for the first seven (7) quarters and within fifteen (15) days of the end of the final quarter.

6.2 Provide at least quarterly to WSDOT, updated employer information in the electronic format provided by WSDOT to satisfy the jurisdictions' reporting requirement.

6.3 Provide the CITIES with quarterly progress reports including narrative summary of tasks performed.

CITIES TASKS

7. GENERAL TASKS

7.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR Plan and Ordinance.

7.2 Notify COMMUNITY TRANSIT of potential CTR-affected sites. Send notification letter to new sites. COMMUNITY TRANSIT will generate letter for CITIES signature.

7.3 Review business license procedure for ways that the CITIES can more effectively and efficiently provide Community Transit with information on potential newly affected employers.

7.4 Attend CTR coordinator group meetings when scheduled.

7.5 Meet with COMMUNITY TRANSIT at least annually to discuss employer CTR programs.

7.6 Sign annual employer report approval/disapproval letters.

7.7 Attend mediation meetings with employers during program review process if necessary.

7.8 Review employer exemption/modification requests from analysis submitted by COMMUNITY TRANSIT. Provide direction to COMMUNITY TRANSIT draft response to employer (if desired by CITIES).

7.9 Report to COMMUNITY TRANSIT, at least annually, all activities made to implement the CTR Plan or Ordinance with an estimation of costs.