

RESOLUTION NO. 3757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN KING COUNTY, THE MUNICIPALITY OF METROPOLITAN SEATTLE AND THE CITY OF KIRKLAND FOR THE PURPOSE OF CARRYING OUT CERTAIN PROVISIONS OF THE COMMUTE TRIP REDUCTION ACT OF 1991

WHEREAS, the Legislature enacted the Commute Trip Reduction Act to require local governments in 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" 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 grants to local jurisdictions required to develop and implement commute trip reduction plans; and pursuant to RCW 70.94.544, the Washington State Energy Office shall distribute these funds to counties, which shall in turn distribute funds to those cities within the county in proportion to the number of major employers and major worksites within each city; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland that the Commute Trip Reduction Act Interlocal Agreement serves these purposes.

PASSED in regular meeting of the Kirkland City Council on the 18th day of August, 1992.

SIGNED IN AUTHENTICATION thereof on the 18th day of August, 1992.



Mayor

ATTEST:



City Clerk

COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT

An interlocal agreement between King County (the "County"), the Municipality of Metropolitan Seattle ("Metro"), and the City of Kirkland ("City") (hereinafter jointly referred to as the "Parties") for the purpose of carrying out certain provisions of the Commute Trip Reduction Act of 1991.

WHEREAS, the Legislature enacted the Commute Trip Reduction Act (Chapter 202, Laws of 1991, codified as RCW 70.94 521-551) 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,

WHEREAS, King County and the cities within King County having within their boundaries one or more "major employer" are required to develop and implement commute trip reduction plans;

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

WHEREAS, the Legislature appropriated funds to provide technical assistance grants to local jurisdictions required to develop and implement commute trip reduction plans, and pursuant to RCW 70 94 544, the Washington State Energy Office shall distribute these funds to counties, which shall in turn distribute funds to those cities within the county in proportion to the number of major employers and major worksites within each city, and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94 527 (6) and Chapter 39.34 RCW--the Interlocal Cooperation Act;

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

SECTION 1.0 PURPOSES

The purposes of this Agreement are: (1) to allocate to the City its proportionate share of the state technical assistance grants for developing and implementing a commute trip reduction plan, (2) to allocate a portion of the technical assistance grants available to King County jurisdictions to Metro in order to help finance certain start-up functions to be undertaken by Metro on behalf of the County and the cities required to develop commute trip reduction plans; and (3) to establish a cooperative approach among the City, the County, and other jurisdictions in King County that are required to plan and administer programs under the Commute Trip Reduction Act (the Act) 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.

"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 a major employer to achieve reductions in the proportion of single-occupant vehicle commute trips and the commute trip vehicle miles traveled as described in RCW 70.94.531.

"CTR Grant Funds" means state funds authorized by RCW 70 94 544 and Section 301 of the Natural Resources biennial budget to assist counties and cities implementing commute trip reduction plans.

"Major Employer" means a private or public employer that 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 for at least twelve continuous months during the year, as stipulated in RCW 70 94 521

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

SECTION 3.0 SCOPE OF WORK

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

3.2 **Separate Agreements for CTR Services:** The City and the County may enter into separate agreements with Metro for CTR implementation services, under which Metro would agree, to the extent allowed by law, to perform the following CTR tasks under contract to each interested jurisdiction. (1) assist employers in developing CTR Programs, (2) review and approve CTR Programs submitted by employers, and (3) establish and maintain records and produce required reports.

Metro offers to provide all contracted services for an amount from each contracting jurisdiction's CTR Grant Funds allotment. Each contracting jurisdiction would retain at least 10% of its CTR Grant Funds allotment for implementing its CTR ordinance.

- 3.3 **Evaluation and Monitoring:** The City, the County and Metro shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the State that are pertinent to and consistent with the intent of the Commute Trip Reduction Act. The State shall be solely responsible for determining satisfactory performance of the Scope of Work by the City. The County's role in monitoring and/or evaluating the City is limited to its functions as the State's fiscal agent in disbursing the CTR Grant Funds, pursuant to Section 4 of this Agreement, and as the State's liaison with the City.
- 3.4 **Administrative Representatives:** Immediately following their execution of this Agreement, the County, Metro 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:** King County shall establish and provide administrative support to a CTR Coordinating Committee--a staff-level committee with representatives from Metro, the Puget Sound Regional Council, and each City in King County required to develop a CTR Plan. Each agency 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 GRANT FUNDS

- 4.1 **Amounts** The total amount of CTR Grant Funds to be paid to the City for the Agreement period shall be Sixty-Three Thousand, Two Hundred Thirty-Seven Dollars (\$63,237), based on the method described in Exhibit B: Methodology for Allocating CTR Grant Funds, which by reference is made a part of this Agreement.

The total amount of CTR Grant Funds to be paid directly to Metro under this agreement shall not exceed One Hundred Thirty-four Thousand Dollars (\$134,000), as payment for the CTR countywide start-up tasks Metro agrees to perform on behalf of all affected jurisdictions in King County. Metro agrees to contribute Fifty Thousand Dollars (\$50,000) in in-kind services to perform these start-up tasks, which are described in Exhibit A. Metro agrees to use its best efforts to complete the three start-up tasks by December 31, 1992.

- 4.2 **Disbursement of Funds.** The County shall invoice the State at the beginning of each quarter for the countywide quarterly disbursement of CTR Grant Funds. The City shall submit an invoice voucher and a quarterly progress report to the County by no later than the tenth day of each calendar quarter. Except as provided below with respect to the first County disbursement, within twenty (20) days after receiving

an invoice voucher from the City, the County shall remit to the City a warrant for an amount equal to one eighth (to the nearest dollar) of the total allotment to the City under this Agreement, PROVIDED THAT the State has made a timely disbursement of CTR Grant Funds to the County. In the event the State does not make a timely disbursement of funds, the County will notify the other Parties of the delay, and shall make such disbursement immediately after receiving CTR Grant Funds from the State.

The first County disbursement provided under this Agreement shall be for an amount equal to the City's proportional share of the first countywide disbursement provided to the County by the State.

Metro shall submit an invoice voucher and a quarterly progress report to the County by the following dates for the amounts indicated.

<u>Invoice Date</u>	<u>Amount</u>
July 31, 1992	\$83,750
October 9, 1992	\$33,500
January 8, 1993	\$16,750

The quarterly progress reports shall describe Metro's progress in completing the countywide start-up tasks set forth in Exhibit A and shall report on any agreements Metro has reached with interested jurisdictions for the provision of ongoing CTR implementation activities.

SECTION 5.0 REPORTING.

- 5.1 **Quarterly Reports.** When requesting payment each quarter, the City (or its designee) shall submit a brief progress report to the County indicating the CTR plan development and implementation activities undertaken during the past quarter and those scheduled for the current quarter, with the exception of the first progress report submitted under this Agreement, which shall describe the CTR activities undertaken by the City since July 1, 1991. The County shall forward the City's quarterly progress reports to the State and to other participating cities.
- 5.2 **Special Reports.** By no later than April 15, 1993, the City (or its designee) shall submit the following special reports to the County:
- 5.2.1 **CTR Plan Summary:** This report shall include a copy of the City's ordinance adopting the CTR Plan, as well as a description of the City's CTR Program for its employees
- 5.2.2 **CTR Zone Report:** This report shall include, at a minimum, the following. (a) a map showing CTR zone boundaries within the City, and (b) a list of CTR zones, indicating an identifying title, and the

preliminary base year values of the proportion of single-occupancy vehicles and vehicle miles traveled for each zone.

5.2.3 Parking Policy Report: This report shall include a summary of the City's existing parking policies and ordinances, as well as a status report on the City's parking policy review (as required by the CTR Act).

- 5.3 Auditing of Records, Documents, and Reports.** The State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the State Auditor may deem necessary, all the records of the City, the County and Metro 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 Parties. 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 (3) years from the date final payment is made hereunder.

SECTION 6.0 RECAPTURE AND NONCOMPLIANCE PROVISIONS.

- 6.1** In the event that Metro fails to expend the CTR Grant Funds in accordance with state law and/or the provisions of this Agreement, the County reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period not to exceed three (3) years following termination of this Agreement. Repayment by Metro of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the County is required to institute legal proceedings to enforce the recapture provision, the County shall be entitled to its cost thereof, including reasonable attorney's fees.
- 6.2** In the event the State determines that the City has failed to expend the CTR Grant Funds in accordance with state law and requests the County's assistance in resolving the matter, the County reserves the right to withhold further disbursements to the City until the State notifies the County that disbursements may be resumed.

SECTION 7.0 REDUCTION IN FUNDS. If there is a reduction of CTR Grant Funds by the State, and if such funds are the basis of this Agreement, the County, Metro, and the City may agree to reduce their respective scopes of work or budgets under this Agreement and/or the Parties may terminate the Agreement, as provided in Section 14.

SECTION 8.0 NONDISCRIMINATION. There shall be no illegal discrimination against any employee who is paid with CTR Grant 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 handicap. 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.

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 representatives 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 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, and those of its officers, agents, or employees while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other parties harmless from any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other parties in proportion to the percentage of negligence attributable to the other parties.
- 11.2 This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the State is not liable for damage or claims from damages arising from any subcontractor's performance or activities under the contract.
- 11.3 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 AGREEMENT PERIOD. This Agreement shall become effective upon signature by the Parties to this Agreement. The termination date shall be June 30, 1993, unless extended by mutual agreement of the Parties. Termination of this Agreement does not relieve any of the Parties of any obligations incurred as a result of this Agreement.

SECTION 13.0 AGREEMENT MODIFICATIONS. This Agreement may be amended, altered, or extended only by written agreement of the County Executive and authorized representatives of the City and Metro.

SECTION 14.0 TERMINATION.

14.1 Any party to this Agreement may terminate this Agreement upon thirty (30) days advance written notice of the termination to the other parties.

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

Dated this _____ day of _____, 1992.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above mentioned

Approved as to form

THE CITY OF KIRKLAND

By _____
Assistant City Attorney

By _____
Mayor

Approved as to form.

KING COUNTY.

By _____
Deputy Prosecuting Attorney

By _____
King County Executive

Approved as to form.

METRO

By _____
Attorney for Metro

By _____
Executive Director

- EXHIBIT A: Statement of Work
- EXHIBIT B: Methodology for Allocating Grant Funds

EXHIBIT A

STATEMENT OF WORK:
Development and Implementation of
Commute Trip Reduction Plans and Programs

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

To address these problems, the Commute Trip Reduction (CTR) Act was enacted by the 1991 Legislature and signed by the Governor. This Act requires cities and counties containing "major employers" in the eight counties (Clark, King, Kitsap, Pierce, Snohomish, Spokane, Thurston, and Yakima) experiencing the greatest vehicle-related air pollution, gasoline consumption and congestion problems to develop plans and programs to reduce single-occupant vehicle commute trips.

These counties and cities are to establish and implement commute trip reduction plans for all major employers within their jurisdiction. The commute trip reduction plans are to be developed in cooperation with local transit agencies, regional transportation planning organizations, and major employers. They are to be consistent with and can be incorporated in State or regional transportation plans and local comprehensive plans. Additionally, the trip reduction plans are to be consistent with the guidelines established by the State's Commute Trip Reduction Task Force.

The Commute Trip Reduction program will be developed in phases. Phase I (July 1, 1991 to June 30, 1993), the period of this agreement, covers the initial period of local plan implementation. During Phase I, cities and counties will pass ordinances, program staff will identify and make contacts with major employers, and staff will establish commute trip reduction zones and generate zone base year values and progress year goals. A separate Phase II contract will be negotiated after the third quarter of State Fiscal Year 1993 when the available funds are confirmed by the Legislature. Phase II (July 1, 1993 to June 30, 1995) will involve ongoing program administration, including, but not limited to: employer initial program descriptions (1993), employer annual reports (1994, 1995), and employee survey results, where and when available.

COUNTY ONLY TASKS:

King County, acting as a fiscal agent for the State, will coordinate and administer within King County the distribution of State CTR grant funds available to local governments within the County. Pursuant to this interlocal agreement, King County will provide funds to cities within the county which are developing and implementing commute trip reduction plans. Funds provided under this agreement are to be used solely for activities undertaken to fulfill the requirements of the CTR Act, codified as RCW 70 94 521, et seq. King County will be a liaison between the Washington State Energy Office (WSEO) and cities within the county for the purpose of implementing the Act.

COUNTY AND CITY TASKS:

1. Adopt by ordinance and implement a commute trip reduction plan for major employers within the jurisdictions' respective boundaries, according to the provisions of the CTR Act
 - 1 1 Set goals for reductions in the proportion of single-occupant vehicle commute trips and commute trip vehicle miles traveled per employee.
 - 1 2 Designate commute trip reduction zones
 - 1 3 Set requirements for major public and private sector employers to implement commute trip reduction programs
 - 1.4 Develop a commute trip reduction plan Submit one final copy of plan to WSEO
 - 1.5 Review local parking policies and ordinances as they relate to employers and major work sites and consider any revisions necessary to comply with commute trip reduction goals and guidelines
 - 1 6 Establish an appeals process by which major employers, who as a result of special characteristics of their business or its location would be unable to meet the requirements of a commute trip reduction plan, may obtain waiver or modification of those requirements complying with commute trip reduction guidelines
 - 1.7 Set means for determining base year values of the proportion of single occupant vehicle commute trips and the commute trip vehicle miles traveled per employee and the progress toward meeting commute trip reduction plan goals on an annual basis. For counties conducting surveys to establish base year values and goals, submit data base of survey results.

- 1.8 Ensure the commute trip reduction plan is consistent with the guidelines and requirements of the CTR Act
- 1.9 Ensure the commute trip reduction plan is consistent with applicable state or regional transportation plans and local comprehensive plans.
- 1.10 Ensure the commute trip reduction plan is consistent with the commute trip reduction plans of counties, cities, or towns with common borders or related regional issues.
2. Provide commute trip reduction data and information consistent with the requirements of using database software or ASCII provided by WSEO
 - 2.1 Provide the information needed to produce a county-wide report to the WSEO which includes
 - a. Each jurisdiction's contact person's name, mailing address, and phone number
 - b. Total number of commute trip reduction zones (CTR zones)
 - c. Preliminary Single-Occupancy Vehicle and Vehicle Miles Traveled values for each CTR zone
 - d. List of CTR zone
 - e. Map showing CTR zone boundaries of the county
3. Submit Quarterly Progress Reports summarizing CTR events within the jurisdiction and a list of scheduled CTR activities in the upcoming quarter.

METRO COUNTYWIDE TASKS AND PRODUCTS: Metro will provide the following products and services to the parties to this agreement

1. Assist all affected employers in complying with the requirements of the CTR Act and designing effective CTR Programs

Product: Metro will develop a countywide plan to assist employers and will produce "self-help kits" for all affected worksites.
2. Identify and notify all known affected worksites using countywide standardized procedures, merge locally available list of major worksites with the initial unverified list provided by WSEO and Employment Security, and add CTR zone and goal information [NOTE: No individual worksite research is included in this task to verify arrival time of full-time employees]

Product: As a party to this agreement, each jurisdiction will receive a preliminary countywide list of affected worksites, sorted by jurisdiction.

- 3 Adjust the database structure (i.e. software) provided by WSEO, as needed, to generate information and forms for employer notification

Product As a party to this agreement, each jurisdiction will receive a disk copy of a database suitable for employer notification

4. Develop a plan to collect and summarize jurisdictions' and employers activities and progress in support of State and local program review and reporting requirements.

Product: As a party to this agreement, each jurisdiction will receive a program review and evaluation plan and reporting forms.

EXHIBIT B

METHODOLOGY FOR ALLOCATING CTR GRANT FUNDS

The Commute Trip Reduction (CTR) Act states that the Washington State Energy Office (WSEO) shall distribute the CTR Grant Funds to the eight counties covered by the Act "in proportion to the number of major employers and major worksites in each county;" and the statute requires the counties to distribute the funds to cities "in proportion to the number of major employers and major worksites within the city."

A "major employer," as defined by the Act, is a public or private employer that employs one hundred or more full-time employees at a single worksite who begin their regular work day between 6 00 a m and 9 00 a m on weekdays for at least twelve continuous months during the year. "Major worksite," as defined by the Act means a building or a group of buildings that are on physically contiguous parcels of land or on parcels separate solely by private or public roadways or rights-of-way, and at which there are one hundred or more full-time employees of one or more employers, who begin their work day between 6 00 a m and 9 00 a m on weekdays for at least twelve continuous months.

A complicating factor in agreeing upon a methodology for distributing the CTR Grant Funds within King County has been the lack of reliable data on the geographic distribution of "major employers and major worksites." The best data available at the time of this Agreement is the Washington State Employment Security Department's estimated count of employers with employment sites of over 100 full-time employees, by jurisdiction, showing a total of 1,278 such employment sites in King County. The WSEO used this database in distributing the CTR Grant Funds among the eight counties.

The methodology for allocating the CTR Grant Funds in King County is a proportional distribution, based on Employment Security's estimate of the distribution of potential major employers within King County, with the following adjustments:

- o An "off-the-top" allocation of \$134,000 for three countywide start-up functions to be provided by Metro on behalf of all jurisdictions, as reflected in Exhibit A, Statement of Work,
- o No allocations to small cities on the Employment Security list where it has been determined that no employers meet the statutory definition of "major employer." Carnation, Snoqualmie, and North Bend are in this category, and
- o The addition of the City of Sea-Tac, assuming that five of the major employers that would otherwise be assigned to the unincorporated area are located in Sea-Tac, based on information from the SeaTac Planning Department.

The resulting distribution of CTR Grants Funds is summarized in the following table.

DISTRIBUTION OF CTR GRANT FUNDS WITHIN KING COUNTY

JURISDICTION	MAJOR EMPLOYERS	% SHARE	FY 1992/93 ¹ CTR GRANT FUNDS
ALGONA	2	0.2%	4,080
AUBURN	30	2.3%	61,197
BELLEVUE	119	9.3%	242,749
BOTHELL	16	1.3%	32,638
DES MOINES	5	0.4%	10,200
ENUMCLAW	5	0.4%	10,200
FEDERAL WAY	38	3.0%	77,516
ISSAQUAH	12	0.9%	24,479
KENT	64	5.0%	130,554
KIRKLAND	31	2.4%	63,237
MERCER ISLAND	7	0.5%	14,279
REDMOND	54	4.2%	110,155
RENTON	48	3.8%	97,915
SEATAC	5	0.4%	10,200
SEATTLE	745	58.3%	1,519,730
TUKWILA	30	2.3%	61,197
UNINCORPORATED	67	5.3%	136,674
METRO	N/A	0.0%	134,000
	1,278	100.0%	2,741,000

¹This allocation reflects a proportionate share of major employers' worksites, as indicated by Employment Security Department data, with the exception of the \$134,000 off-the-top allocation to Metro for countywide start-up activities.