

RESOLUTION NO 3766

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE MUNICIPALITY OF METROPOLITAN SEATTLE ("METRO") AND THE CITY OF KIRKLAND ("CITY"), HEREINAFTER JOINTLY REFERRED TO AS THE "PARTIES", FOR THE PURPOSE OF IMPLEMENTING THE WASHINGTON STATE COMMUTE TRIP REDUCTION ACT OF 1991

WHEREAS, the Washington State 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 vehicle miles traveled per employee and single-occupant vehicle commute trips, and

WHEREAS, the City has within its boundaries one or more "major employers" and is required to RCW 70 94 527 to develop and implement a commute trip reduction plan, 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, and

WHEREAS, the Metro Council adopted Resolution No 6267 authorizing the execution and administration of agreements with state and local agencies for assistance in implementing the Commute Trip Reduction Act, 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 City and Metro desire to implement the Commute Trip Reduction Act consistent with the guidelines established by the state Commute Trip Reduction Task Force and with King County and other cities within the county, and


WHEREAS, the City can achieve cost efficiencies and administration consistency by contracting with Metro for CTR implementation,

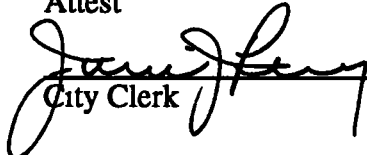
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows

Section 1. The City Manager of the City of Kirkland is hereby authorized to execute on behalf of the City an Interlocal Agreement substantially similar to that attached as Exhibit A

PASSED by majority vote of the Kirkland City Council on the 20th day of October, 1992

SIGNED IN AUTHENTICATION thereof on the 20th day of October, 1992

  
\_\_\_\_\_  
Mayor

Attest  
  
\_\_\_\_\_  
City Clerk

**COMMUTE TRIP REDUCTION ACT IMPLEMENTATION AGREEMENT**

An interlocal agreement between the Municipality of Metropolitan Seattle ("Metro") and the City of Kirkland ("City"), hereinafter jointly referred to as the "Parties," for the purpose of implementing the Washington State Commute Trip Reduction Act of 1991.

WHEREAS, the Washington State 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 vehicle miles traveled per employee and single occupant vehicle commute trips; and

WHEREAS, the City has within its boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; 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; and

WHEREAS, the Metro Council adopted Resolution No. 6267 authorizing the execution and administration of agreements with state and local agencies for assistance in implementing the Commute Trip Reduction Act; 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 City and Metro desire to implement the Commute Trip Reduction Act consistent with the guidelines established by the state Commute Trip Reduction Task Force and with King County and other cities within the county; and

WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with Metro for CTR implementation;

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

**SECTION 1.0 PURPOSE.**

The purpose of this Agreement is to assign certain tasks to be undertaken by Metro on behalf of the City to implement the CTR Act.

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**SECTION 2.0 DEFINITIONS.**

The following definitions shall apply for purposes of this Agreement:

**"Administrative Representative"** means the primary administrative contact for issues related to this Agreement as designated in Section 3.4 of the Agreement.

**"Affected Employer"** means an employer required by RCW 70.94.521 and the City's CTR Plan to implement a CTR program (see also "major employer").

**"Commute Trip Reduction Plan (CTR Plan)"** means a plan adopted by the City designed to reduce the proportion of single occupant vehicle commute trips and vehicle miles traveled per employee, as described in RCW 70.94.527.

**"Commute Trip Reduction Program (CTR Program)"** means a program designed by an affected employer to reduce the proportion of single occupant vehicle commute trips and the commute trip vehicle miles traveled by employees at a worksite, 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 help counties and cities implement commute trip reduction plans.

**"Countywide Interlocal Agreement (ILA) Services"** means those services and products resulting from work performed by Metro under separate contract with King County and cities within the County to benefit all King County jurisdictions required to adopt plans under the CTR Act.

**"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 provided in RCW 70.94.521 (herein also known as an "affected employer").

**"Seattle Shared Services"** means those products specified in the attached Scope of Work which are produced by Metro under separate contract with the City of Seattle to benefit the City of Seattle as well as all King County jurisdictions required to adopt plans under the CTR Act.

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

### **SECTION 3.0 SCOPE OF WORK.**

- 3.1 Scope of Work:** The scope of work to be completed by Metro and the City in accordance with this Agreement is described in Exhibit A: Scope of Work, which by reference is made a part of this Agreement. Funds provided by the City to Metro under this Agreement shall be used solely for activities undertaken to fulfill the provisions of the scope of work as provided in Exhibit A.
- 3.2 Scope of Work Based on Availability of "Countywide ILA" and "Seattle Shared Services" Products:** The scope of work assumes Metro's work for the City will be developed from products and services previously created under the Countywide ILA and the Seattle CTR contact with Metro. The City understands this will affect the schedule and specific tasks and products for the work to be completed by Metro for the City under this Agreement. Metro will consider, as feasible, the City's unique needs in developing the Seattle shared services products. The City recognizes that any significant departure from the provisions of the CTR Act or State CTR Task Force Guidelines may affect regional CTR consistency as well as the cost of this contract.
- 3.3 Schedule and Reviews:** The Scope of Works tasks are divided into two phases. Phase 1 covers a review of available products for applicability to the City, further refinement and budget adjustment. The work done in Phase 1 will be used to more precisely describe the Phase 2 implementation tasks and costs. Phase 2 works shall not proceed unless Metro and City representatives agree in writing on the programs to be implemented in Phase 2 and the compensation that will be payable to Metro for Phase 2 activities. The schedule for both phases is specified in Exhibit B: CTR Implementation Schedule. The schedule and budget may be adjusted based on the date the City adopts its CTR ordinance.
- During Phase 1 the City shall have ten (10) working days after receiving a draft product from Metro to review and comment on it. Metro will revise each draft product in response to the City comments within five (5) working days after receiving comments.
- 3.4 Administrative Representatives:** Metro and the City shall each designate an administrative representative for matters pertaining to this Agreement.

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Metro shall be represented by the Supervisor of Market Development or his designee. The City shall be represented by the Director of Planning or his designee.

- 3.5 Evaluation and Monitoring:** At the request of the City, Metro shall provide information for any monitoring or evaluation activities conducted by the State related to and consistent with the intent of the Commute Trip Reduction Act.

**SECTION 4.0 DISBURSEMENT OF FUNDS.**

- 4.1 Budget:** The budget for work to be performed through December 30, 1993 is specified in Exhibit C. The Phase 1 budget amount is the total compensation payable to Metro for Phase 1 activities. The Phase 2 budget amount is an estimate that may need adjustment based on information developed in Phase 1, but shall not exceed the total amount shown in Exhibit C for Phase 2 work unless the City authorizes additional work. Phase 2 work shall not proceed unless Metro and the City representatives agree in writing on the activities and compensation for Phase 2.

Exhibit C includes the costs of the East subarea in total, and the City's specific share of those costs. Costs for most tasks are distributed in proportion to the City's share of East King County's total CTR allocation. The City understands that CTR project costs are based on pooled resources for seven (7) Eastside jurisdictions. The City will be charged only for its proportionate share of these pooled resources.

- 4.2 Equipment:** Equipment to be purchased under this Agreement shall be identified in Phase 1 and shall be used exclusively for the purpose of CTR administration for the City and other jurisdictions in King County. Metro shall own all such equipment and maintain it at no additional cost to the City.
- 4.3 Payment:** Metro shall be paid according to the schedule and amounts set forth below.

Metro shall submit to the City an invoice voucher and quarterly written progress reports. The City shall make payment to Metro within thirty (30) days of receipt of the invoice. The Phase 1 payment shall be a fixed amount and Phase 2 payments shall be a percentage of the final Phase 2 amounts agreed upon, as follows:

Phase	Payment	Invoice Submitted No Earlier Than	Amount/Payment
Phase 1	1st payment	November 30, 1992	\$ 5,706
Phase 2	1st payment	February 29, 1993	25%

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Phase 2	2nd payment	May 31, 1993	25%
Phase 2	3rd payment	August 31, 1993	25%
Phase 2	final payment	November 30, 1993	25%

**SECTION 5.0 AUDITING OF RECORDS, DOCUMENTS, AND REPORTS.**

The State Auditor and any of its 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 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 Party. 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 EQUAL EMPLOYMENT OPPORTUNITY.**

Metro agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination.

**SECTION 7.0 WOMEN AND MINORITY BUSINESS ENTERPRISE.**

Metro agrees to abide by the terms of Metro Council Resolution No. 6054 in the procurement of materials, supplies, consultant or other services undertaken in the performance of this Agreement.

**SECTION 8.0 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 the 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 the agreement unless stated to be such in writing, signed by an authorized representatives of the County, and attached to the original agreement.

**SECTION 9.0 SEVERABILITY.**

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect if such remainder continues to conform to the terms and requirements of applicable law and the intent of this Agreement.

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**SECTION 10.0 INDEMNIFICATION AND HOLD HARMLESS.**

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, 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.

The City acknowledges it is solely responsible for its compliance with the CTR Act, and for the adoption, implementation, and enforcement of any ordinances, plans, and programs related to the CTR Act. The City shall indemnify and hold Metro harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs arising out of, in connection with, or incidental to any act or omission of the City or any of its officers, employees, subcontractors or agents in adopting or enforcing any City ordinances, plans and programs related to the CTR Act.

The parties hereto acknowledge that the State of Washington is not liable for damage or claims from damages arising from any act or omission of Metro or the City under this Agreement.

**SECTION 11.0 AGREEMENT PERIOD.**

This Agreement is effective from September 1, 1992. The expiration date for purposes of performing substantive work as described in Exhibit A (Scope of Work) and for incurring costs is October 31, 1993, and for final accounting purposes is December 31, 1993, unless the parties agree to an extension. Termination of this Agreement does not relieve any of the Parties from any obligations incurred through the date of termination as a result of this Agreement.

**SECTION 12.0 AGREEMENT MODIFICATIONS.**

This Agreement may be amended, altered, clarified or extended only by written agreement of the authorized representatives of the City and Metro.

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**SECTION 13.0 CONTRACT EXTENSION.**

The City and Metro will review the Phase 1 and Phase 2 activiti s prior to December 31, 1993. Based on that review, Metro shall d velop a scope of work, schedule, and cost estimates for ongoing CTR implementation activities for the period through June 30, 1995. Metro will assist City staff in the presentation of the revis d scope of work to the City's elected officials.

**SECTION 14.0 TERMINATION.**

14.1 Either party to this Agreement may terminate the Agreement, in whole or in part, upon thirty (30)days' advance written notic of the termination to the other party. If this Agreement is so terminated prior to fulfillment of the terms stated her in, Metro shall be reimbursed for all actual direct and relat d indirect expenses and noncancellable obligations incurred to date of termination.

14.2 If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold CTR Grant Funds allotted to the City pursuant to RCW 79.94.544 then eith r party may terminate this Agreement by giving thirty (30) days' advance written notice to the other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

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

Approved as to form:

METRO:

By \_\_\_\_\_  
Attorney for Metro

By \_\_\_\_\_  
Executive Director

Approved as to form:

CITY OF \_\_\_\_\_

By \_\_\_\_\_  
Assistant City Attorney

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

OR:



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**EXHIBIT A****CITY OF KIRKLAND COMMUTE TRIP REDUCTION (CTR) IMPLEMENTATION  
METRO SCOPE OF WORK**

**Task coverage:** All tasks through first employer program review.

**Cost coverage:** Through October 31, 1993 (or 10 months after ordinance adoption); costs cover 7 jurisdictions in East King County, and 273 affected employers, unless otherwise noted.

**Organization of this scope of work**

**Elements and tasks:** This scope of work contains five elements. These are major functional categories needed through the first program review in October 1993 (assuming January 31, 1993 ordinance passage). Each element is divided into tasks, which are smaller areas of work within the elements.

**Requirement:** Each element is introduced with an explanation of what is required under the CTR law, recommended in the guidelines, and necessary in order to accomplish the implementation of the law. Some areas of work are not required per se, but are needed to comply with the law effectively.

**Available products:** Some products and services are available to affected jurisdictions by the state or by other related contracts in King County. Any such products are described for each element. Through the King County CTR Coordinating Committee, each jurisdiction will have an opportunity to review the shared products of Seattle's contract prior to Seattle's final approval.

**Phases:** The elements described in this scope of work are divided into two phases. Phase 1 covers the design and planning of each element, including refined cost estimates. Phase 1 will begin with a review of available products to be tailored to city needs. Phase 1 will end with the city's approval and notice to proceed. Phase 2 covers implementation of that element.

**Cost estimates:** Costs are estimated for each task for the 7 affected jurisdictions in East King County and their 273 affected employers. The cost period runs through October 31, 1993 (which assumes January 31, 1993 ordinance adoption), or 10 months after ordinance adoption. These costs are not contract budgets; they are estimates that will be refined during the phase one contract period. Labor costs cover wages, benefits, and indirect costs at 30 percent. The estimates are a combination of fixed costs, which are not dependent on the number of affected employers, and

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variable costs, which may change by the number of affected employers. A summary of all cost estimates is shown on an attached budget summary sheet. The summary contains an additional amount for contingencies.

City role: For each task, the city's responsibility is explained so that the roles of Metro and the city will be clear. The city role is not included in the cost estimates.

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**ELEMENT I: ORDINANCE REVIEW AND DEVELOPMENT**

**Requirement:** Per RCW 70.94.527, the County/City is required to adopt by October 1, 1992 (revised by the State Commute Trip Reduction Task Force with approval by the Attorney General's Office to January 31, 1993) a commute trip reduction plan for all major employers. The plan shall be developed in cooperation with local transit agencies, regional transportation planning organizations (the Puget Sound Regional Council), major employers, and the owners of and employers at major worksites. The plan shall include but is not limited to (1) goals for reductions in single-occupant vehicle (SOV) trips and vehicle miles traveled (VMT) per employee; (2) designation of commute trip reduction zones and a means for determining base year values for the zones against which to measure employer progress in achieving SOV and VMT goals; (3) requirements for employers to implement CTR programs; (4) means for ensuring credit for the results of transportation demand management programs implemented prior to 1992; (5) an appeals process for employers to seek to obtain waivers or modifications of CTR requirements; (6) a review of the jurisdiction's local parking policies; and (7) a CTR program for the jurisdiction's own employees regardless of the size of the jurisdiction's work force.

**Available Products:** The State CTR Task Force created a model ordinance and administrative guidelines which could be adopted by the jurisdiction with modification. Under contract with the City of Seattle, Metro will review the draft Seattle ordinance to ensure compatibility between ordinance and administrative processes contemplated for Seattle's CTR implementation through contract with Metro.

**PHASE 1**

**TASK I-1.** Metro will review the City's draft ordinance for compatibility with CTR implementation procedures and consistency with other jurisdictions' ordinances.

**Review Ordinance:**

- A. Review draft ordinance with city staff including legal staff, checking for consistency with other jurisdictions and compatibility with procedures.
- B. Review any consistency and/or compatibility issues with city representatives.
- C. Submit final comments on draft ordinance to city.

**Product:** Comments on city's draft ordinance.

**Cost Estimate for City:**

21 hours x \$ 37.50/hour/jurisdiction = \$ 788 staff labor  
\$ 909/jurisdiction = \$ 909 legal issues  
research\*

Total = \$ 1,697

\*Cost based on participation of jurisdictions with 10 or more affected employers.

**City Role:** Coordinate with Metro concerning drafting plan and ordinance, submit to Metro for comment. Consider Metro comments and consistency with other jurisdictions' ordinances. Conduct legal reviews, adoption process, and parking policy review. Develop and implement CTR program for city employees.

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**TASK I-2.**

**Draft ordinance.** Metro will draft the city's plan and ordinance, including:

- A. Review State CTR model ordinance and Puget Sound Regional Council zones with city representatives to determine city needs.
- B. Draft city plan and ordinance.
- C. Serve as technical expert during city adoption process at public meetings, council or committee meetings (up to 5).
- D. Revise plan per internal and external comments.

**Product:** Draft ordinance for city staff to propose for adoption.

**Cost Estimate for City:**

55 hours x \$37.50/hour/jurisdiction = \$ 2,063 staff labor

**City Role:** Provide jurisdiction ordinance format to Metro. Conduct own legal reviews and make modifications in response to that review. Conduct ordinance adoption process and make any necessary modifications. Inform Metro of parking policy revisions to be incorporated into CTR plan. Develop and implement CTR program for city employees within six months of ordinance adoption.

**ELEMENT II. WORKSITE IDENTIFICATION AND NOTIFICATION**

**Requirement:** The CTR law does not specifically require local governments to identify or notify affected employers. However, the CTR guidelines call for employer notification by certified mail, return receipt, within 30 days after CTR ordinance adoption (though failure to receive notice does not relieve the employer from CTR requirements). Identification is therefore necessary in order to send the required notification. It is also necessary to have an accurate count of affected worksites to know which cities must adopt CTR ordinances, and to distribute the proportional share of state funds to those cities in future biennia. Knowledge of the location and characteristics of affected employers will help develop a responsive employer assistance program.

**Available Products:** The Washington State Energy Office (WSEO) has issued a list of major employers upon which the allocation of State technical assistance grant funds for the June 1991-June 1993 period was based. This list is known to contain errors, but was the best available information. WSEO has conducted a survey of the major employer list to determine which of those employers were "affected" employers and required to implement CTR programs. This list is also known to contain errors. There are additional sources of information such as proprietary lists of large or otherwise significant employers and city data resulting from licensing or other municipal functions (though not all cities have such data).

Under the Countywide interlocal agreement, Metro will merge available lists of affected worksites, correct where feasible, determine jurisdiction location, enter the traffic analysis zone, CTR zone and goals for each worksite, and produce a preliminary list of affected worksites by jurisdiction. A copy of that list will be provided to each jurisdiction.

Under contract with Seattle, Metro will: establish notification objectives, prepare notification procedures for initial notification, design notification letters and materials, estimate costs for notification. These products will be available to all King County jurisdictions.

**PHASE 1**

**TASK II-1. Worksite Notification Planning:** Metro will tailor a process and materials to notify employers, create a master notification list, and estimate notification costs for city approval.

- A. Review available products and materials with city.
- B. Recommend notification objectives to city for approval.
- C. Submit proposed adjustments to notification procedures

- and materials to city for approval.
- D. Draft notification letters and materials for city approval.
  - E. Revise countywide employer list with any new or verified information and submit final notification list to city for approval.
  - F. Submit revised cost estimate to city for approval and authorization to proceed.

**Products:** Process and materials to notify affected employers, cost estimates for notification, reporting format, master notification list.

**Cost estimate for East King County:**  
(City cost estimate depends on share of East King County total allocation.)

135 hours x \$ 37.50/hour = \$5,063 staff labor

**City role:** Participate in reviewing available products for city applicability. Supply any additional worksite data available from city records. Verify worksite data per objectives.

## PHASE 2

**TASK II-2. Notify Employers.** Metro will implement the approved notification process within the legal deadlines and report results to the city.

- A. Notify employers using approved procedures and materials.
- B. Follow-up with non-respondents (up to 2 additional letters and 2 phone calls per employer)
- C. Document notification actions and responses.
- D. Report affected employer status to city.

**Product:** Affected employers notified, responses documented and reported to city.

**Cost Estimate for East King County:**  
(City cost estimate depends on share of East King County total allocation.)

135 hours x \$32/hour = \$4,320 staff labor  
notification packet and 2  
follow-up notices

137 hours x \$32/hour = \$4,384 staff labor  
2 follow-up calls

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Total = \$12,704

City role: Participate in establishing objectives, approve  
n tification objectives, procedures, and materials. Supply any  
w rksite data available from city records, verified per  
bj ctives (unless verification is contracted). Employer  
c ntact by city official if necessary.

**ELEMENT III. EMPLOYER ASSISTANCE**

**Requirement:** The CTR law establishes a state technical assistance team to help jurisdictions and employers implement programs. The law does not specify the elements or extent of the assistance. The CTR guidelines call for jurisdictions to provide "basic services... to affected employers at no cost," including written information about the ordinance, initial training for employee transportation coordinators, materials that describe possible program elements, necessary forms. The state will provide survey forms and will process the surveys. Effective employer assistance should reduce the time and effort expended later for program review and should help employers achieve their goals.

**Available products:** The state will be creating some of the elements of employer training, but those products are not yet available or clearly defined. Under the Countywide interlocal agreement, Metro will develop a curriculum for employer workshops and will produce employer self-help kits. A copy of the curriculum will be distributed to each affected jurisdiction, and a self-help kit will be produced for each affected employer.

Under contract with Seattle, Metro will test and refine the workshop curriculum with groups of employers, design an employer recognition program, create additional materials, and estimate implementation costs for the employer assistance plan. These products will be available to all King County jurisdictions. Metro also will identify additional training and materials that become available from the state.

**PHASE 1**

**TASK III-1. Employer Assistance Planning.** Metro will base an employer assistance plan for the city's employers on the results of the countywide and Seattle efforts. For the city, Metro will:

- A. Review available products with city, including workshop curriculum, self-help kits, materials, employer recognition plan, and cost estimates for applicability to the city.
- B. Determine specific city needs and objectives.
- C. Adjust products per objectives.
- D. Submit workshop plan and materials for city approval.
- E. Submit revised cost estimate to city for approval and authorization to proceed.

**Product:** A locally-applicable employer assistance plan, including workshop curricula and schedules, supporting materials and signs, and cost estimates.



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**Cost estimate for East King County:**

(City cost estimate depends on share of East King County total allocation.)

100 hours x \$37.50/hr	= \$3,750 staff labor
40 hours x \$ 100/hour consultant design one type of workshop (other workshop designs will be covered under other contracts and shared countywide)	= \$4,000 workshop

Total = \$7,750

**City role:** Participate in review of available products and determination of objectives, approve employer assistance plan, and authorize implementation.

**PHASE 2**

**TASK III-2. Employer Assistance Implementation.** Metro will implement the employer assistance plan through the initial program submittal period.

- A. Print and distribute materials to all affected employers
- B. Conduct workshops per agreement.
- C. Conduct individual follow-up to workshops.
- D. Submit report to city on employer attendance, feedback, demand for specific workshops and/or materials.

**Product:** Documentation of employer assistance implementation.

**Cost estimate for East King County:**

(City cost estimate depends on share of East King County total allocation.)

8 hours x \$30/hour x 273 employers	= \$65,520 staff labor
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\$400 per workshop x 51 workshops consultant	= \$21,600
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conduct series of 5 types of workshops for affected employers (program development, ETC training, promotions, survey assistance, incentive programs). Assumes 60% average attendance.

\$20/workshop x 4 workshop types* x 273 materials	= \$21,840
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materials  
print/design materials for workshops for  
all affected employers. (\*Materials for  
program development workshop will be paid by  
countywide funds)

\$0.27 x 25,000 employees = \$34,750 printing  
print employer program support  
materials for employees.

Employer recognition, such as = \$ 8,000 ads  
1 newspaper ad, Metro bus signs.

\$10 postage x 273 employers = \$2,730 postage

Total = \$154,440

**ELEMENT IV. PROGRAM REVIEW AND REPORTING**

**Requirement:** Jurisdictions must receive and review employer programs and annual reports; consider applications for credit, extensions, modifications, exemptions; assess program likelihood of meeting goals; suggest program changes; enforce requirements; and report progress to the state. To report employer progress and support enforcement actions, jurisdictions will need to maintain thorough records.

**Available Products:** The state will design annual report forms for employers and a reporting format for jurisdictions. Under the countywide interlocal agreement, Metro will identify information needs and data sources for progress reports, and will develop an evaluation plan for annual reporting.

Under Seattle's contract, Metro will produce the following shared products: review and reporting procedures and criteria; schedule; issues resolution process; database design for complete documentation; and cost estimates for review and reporting.

**PHASE 1**

**TASK IV-1. Program Review Planning.** Metro will base program review process on products available from Countywide and Seattle contracts, and will:

- A. Review available products with the city to determine local needs for program review and reporting.
- B. Submit proposed adjustments to procedures for city approval.
- C. Submit proposed issue resolution process.
- D. Submit proposed criteria for program review and other administrative procedures.
- E. Submit cost estimate for program review, issues resolution, and reporting to city for approval and authorization to proceed.

**Product:** Program review procedures and criteria and issues resolution process tailored to local needs; cost estimates.

**Cost estimate for East King County:**  
(City cost estimate depends on share of East King County total allocation.)

135 hours x \$32/hr = \$4,320 staff labor

**City role:** Participate in review of available products and needs determination. Approve procedures and criteria for program review and authorize implementation. Adopt administrative procedures, if necessary.

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**PHASE 2**

**TASK IV-2. Program Review Implementation.** Metro will implement the program review process.

- A. Review employer programs for completeness and compliance.
- B. Contact employers with incomplete programs.
- C. Review requests for credit, extensions, modifications, exemptions, and other special circumstances.
- D. Assess program likelihood of meeting goals and suggest revisions.
- E. Notify employers of approved programs and annual report date.
- F. Respond to employer questions by phone.
- G. Record all employer interactions.
- H. Notify city of disputes requiring resolution.
- I. Initiate and support issue resolution process when necessary.
- J. Refer remaining unresolved cases to city for formal enforcement.
- K. Support enforcement proceedings with documentation.
- L. Report progress and status of all employers to city.

**Product:** Programs reviewed, approved, and documented, disputes handled per city agreement, reports produced for city and state.

**Cost estimate for East King County:**

(City cost estimate depends on share of East King County total allocation.)

6 hours x \$ 32/hr x 273 employers = \$52,416 staff labor  
conduct final review & approval of  
employer programs

3 hours x \$26/hr x 273 employers = \$21,294 staff labor  
receive, document, conduct  
preliminary review of employer  
programs

3 hours x \$26/hr x 273 employers = \$21,294 labor  
enter program and response data

\$37 x 273 employers = \$10,101 postage/forms  
forms for program review

**Total = \$105,105**

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**City Role:** Assist issuance resolution, if necessary; for requirements.

**ELEMENT V. OFFICE ESTABLISHMENT****Phase 1**

**TASK V-1. Office space options.** Metro will plan the office for staff dedicated to East King County.

- A. Determine need and desire for field office(s).
- B. Develop cost estimates for alternative office locations.
- C. Recommend staff locations and budget to city, Coordinating Committee, and/or area consortium.

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**Phase 2**

**TASK V-2 Office set-up and maintenance.**

- A. Establish staff offices per decision.

**C st estimate for East King County:**

**One-time capital costs:**

\$ 12,750 3 computers, 1 modem  
\$ 12,000 4 office furniture/panels  
\$ 2,000 1 fax machine  
\$ 15,000 1 car  
\$ 1,000 3 telephone lines

**Total capital: \$42,750**

**On-going office expenses:**

\$ 8,400 400 sq.ft. lease/yr  
\$ 3,176 supplies/yr for 3 positions  
\$ 2,400 copier lease/yr  
\$ 2,000 training for 2 positions

**Total office expenses: \$15,976**

**Total office costs: \$58,726**

**City role:** Participate in King County CTR Coordinating Committ ,  
and/or area consortium, in decision on staff location. , 7

Exhibit C

09/21/92

R-3766

**COMMUTE TRIP REDUCTION LAW  
CITY OF KIRKLAND CONTRACT**

**METRO SCOPE OF WORK  
BUDGET SUMMARY  
(through 10/31/93)**

Two budgets are summarized below. the area-wide budget and an individual city's share of those costs. Individual city contract costs are distributed in proportion to the city's share of the total CTR allocation for the seven Eastside jurisdictions (Element I, however, is charged at a flat rate per jurisdiction).

Total Eastside CTR allocation	\$856,894
City of Kirkland CTR allocation	\$63,237
City of Kirkland share of total Eastside	11.4%

Element	Description	Eastside Area		City of Kirkland	
		Phase 1 - Planning	Phase 2 - Implementation (estimated)	Phase 1 - Planning	Phase 2 - Implementation (estimated)
I	Ordinance Review/Development				
	Task 1	\$9,273	-	\$1,697	-
	Task 2	N/A	-	\$2,063	-
II	Worksite Identification/Notification				
	Task 1	\$5,063	-	\$575	-
	Task 2	-	\$12,704	-	\$1,443
III	Employer Assistance				
	Task 1	\$7,750	-	\$880	-
	Task 2	-	\$154,440	-	\$17,537
IV	Program Review/Reporting				
	Task 1	\$4,320	-	\$491	-
	Task 2	-	\$105,105	-	\$11,935
V	Office Establishment				
		-	\$58,726	-	\$6,669
	Contingency @ 5%		\$19,350		\$2,197

Total Eastside Cost by Phase		\$26,406	\$350,325
Total Eastside		\$376,731	
Total Contract by Phase: Kirkland		\$5,708	\$39,780
Total Contract: Kirkland		\$45,486	

Exhibit B: [redacted] Implementation Schedule [redacted]

TASKS	Sep	Oct	Nov	Dec	Jan 93	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct
<b>I. Ordinance Review and Development</b>														
I-1 Review Ordinance														
I-2 Draft Ordinance														
<b>II. Worksite Identification and Notification</b>														
II-1 Worksite Notification Planning														
Review Detailed Procedures/Costs				x										
II-2 Notify Employees														
<b>III. Employer Assistance</b>														
III-1 Employer Assistance Planning														
Review Detailed Procedures/Costs				x										
III-2 Employer Assistance Implementation														
<b>IV. Program Review and Reporting</b>														
IV-1 Program Review Planning														
Review Detailed Procedures/Costs					x									
IV-2 Program Review Implementation														
<b>V. Office Establishment</b>														
V-1 Office Space Options														
V-2 Office Set-up and Maintenance														

File: ktsched.wk1 9/14/92a