

RESOLUTION NO. R- 4214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE KING COUNTY DEPARTMENT OF TRANSPORTATION ("KING COUNTY") AND THE CITY OF KIRKLAND ("CITY"), FOR THE PURPOSE OF IMPLEMENTING THE WASHINGTON STATE COMMUTE TRIP REDUCTION ACT OF 1991.

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, 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 16th day of November, 1999.

SIGNED IN AUTHENTICATION THEREOF on the 16th day of November, 1999.

  
Mayor

Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

## COMMUTE TRIP REDUCTION ACT INTERLOCAL AGREEMENT

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

WHEREAS, the Legislature enacted RCW 70.94.521-.551, commonly known as the Commute Trip Reduction Act, to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips; and

WHEREAS, King County and the cities within King County having within their boundaries one or more "major employers" as defined by RCW 70.94.524(1) are required to develop and implement commute trip reduction plans; and

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

WHEREAS, the Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement commute trip reduction plans; and pursuant to RCW 70.94.544, the Washington State Department of Transportation shall distribute these funds to counties, which shall in turn distribute funds to those cities within the county in proportion to the number of major employers and major worksites within each city; and

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

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

### SECTION 1.0 PURPOSES

The purposes of this Agreement are: (1) To allocate to the City its proportionate share of the State technical assistance funding for reimbursing the City for its costs of implementing a commute trip reduction plan and (2) to continue a cooperative approach between the City and the County in order to address interjurisdictional issues and to meet the statutory requirements for coordination and consistency among the jurisdictions' respective commute trip reduction plans.

## SECTION 2.0. DEFINITIONS

The following definitions shall apply to this Agreement:

**"Administrative Representative"** means a person responsible for being the central administrative contact for issues related to this Agreement as designated pursuant to Section 3.4 of the Agreement.

**"Affected Employer"** means a private or public employer that, for at least twelve continuous months during the year, employs one hundred or more full-time employees at a single worksite who begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays on two or more weekdays.

**"Commute Trip Reduction Act"** means Chapter 202, Washington Laws of 1991, codified as RCW 70.94.521-.551, as amended.

**"Commute Trip Reduction Plan (CTR Plan)"** means a plan designed to achieve reductions in the proportion of single-occupant vehicle commute trips and the vehicle miles traveled as described in RCW 70.94.527.

**"Commute Trip Reduction Program (CTR Program)"** means a program designed by an affected employer to achieve reductions in the proportion of single-occupant vehicle commute trips and the commute trip vehicle miles traveled as described in RCW 70.94.531, as amended.

**"CTR Funds"** means state funds authorized by RCW 70.94.544 to assist counties and cities implementing commute trip reduction plans.

**"State"** is the Washington State Department of Transportation or its successor agency unless otherwise noted.

## SECTION 3.0 SCOPE OF WORK

### 3.1 Scope of Work:

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

(b) Upon written request from the City, the County may assume the City's responsibilities described in Exhibit A and retain the City's CTR funding in payment for such work. At such time as the City desires to resume its responsibility for CTR administration as described herein, it shall provide the County with written notification to that effect at least forty-five days in advance. Unless otherwise agreed by the parties, such change in City/County responsibilities shall occur at the end of the quarter in which notice was given or, if such provides less than forty-five days notice, at the end of the following quarter.

- 3.2 **Separate Agreements for CTR Services:** Consistent with applicable State and local laws and regulations, the City may enter into separate agreements with the County and other public agencies or consultants to perform the following CTR tasks under contract: (1) assist employers in developing CTR programs; (2) review and approve CTR programs, annual reports, requests for exemptions, modifications or other actions submitted by employers; and (3) establish and maintain records and produce required reports.
- 3.3 **Evaluation and Monitoring:** The City shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the State that are pertinent to its performance of the Scope of Work and its responsibilities under the Commute Trip Reduction Act.
- 3.4 **Administrative Representatives:** Immediately following their execution of this Agreement, the County and the City shall each designate one person to be the central administrative contact for matters pertaining to this Agreement, and shall make such designation, as well as any subsequent changes in such designation, known to each other in writing, immediately after such designation.
- 3.5 **King County CTR Coordinating Committee:** The County shall establish and provide administrative support to a CTR Coordinating Committee—a staff-level committee with representatives from Metro and each city in King County required to develop a CTR Plan. Each entity will name its representative to the committee in its own manner. The purposes of the committee shall be to (1) provide a forum for efforts to coordinate the development of the CTR Plans, (2) address issues and share information related to implementation of the CTR Plans, and (3) address other transportation demand management matters as agreed to by the committee.

#### SECTION 4.0 DISBURSEMENT OF CTR FUNDS.

- 4.1 **Amounts Available.** The total amount of CTR Funds available to reimburse the City during the Agreement period shall be calculated annually according to the method described in Exhibit B: Methodology for Allocating CTR Funds.
- 4.2 **Quarterly Invoice and Progress Report.** The City shall submit to the County an invoice and progress report within thirty days of the end of each quarter which shall, in conformance with all requirements imposed by the State, set forth the costs for which the City seeks reimbursement. An invoice for the final quarter shall be submitted to the County within twenty days of the end of the quarter and shall not be paid if it is untimely submitted. The County shall provide the City with instructions for the submittal of invoices and quarterly progress reports consistent with the requirements imposed on the County by the State. The City's invoice shall reflect the cost of actual work performed and costs incurred in performing the Scope of Work, provided that the invoices and payments for the first seven quarters shall not exceed eighty-seven and a half (87.5) percent of the total allocation to the City for the biennium

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

## **SECTION 5.0 REPORTING.**

- 5.1 Quarterly Reports.** When requesting payment each quarter, the City (or its designee) shall submit a progress report to the County in accordance with the Scope of Work, attached. The County shall forward the City's quarterly progress reports to the State.
- 5.2 Auditing of Records, Documents, and Reports.** The State Auditor, the County, or the City and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the State Auditor may deem necessary, all the records of the City and the County with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

## **SECTION 6.0 RECAPTURE AND NONCOMPLIANCE PROVISIONS.**

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

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

## **SECTION 7.0 REDUCTION IN FUNDS.**

If there is a reduction of CTR Funds by the State, and if such funds are the basis of this Agreement, the County and the City agree to reduce their respective scopes of work or budgets under this Agreement and/or the Parties may terminate the Agreement, as provided in Section 12.4.

## **SECTION 8.0 NONDISCRIMINATION.**

- 8.1 **General Nondiscrimination Statement:** There shall be no illegal discrimination against any employee who is paid with CTR Funds or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era/disabled veterans status, or the presence of any sensory, mental, or physical disability. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 8.2 **Americans with Disabilities Act (ADA) of 1990, Public law 101-336:** The City must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## **SECTION 9.0 WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the entity making such waiver.

**SECTION 10.0 SEVERABILITY.** In the event any term or condition of the Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end the terms and conditions of this agreement are declared severable.

**SECTION 11.0 INDEMNIFICATION AND HOLD HARMLESS.**

- 11.1 No Joint Venture; Indemnification:** It is understood and agreed that this agreement is solely for the benefit of the Parties hereto and gives no right to any other entity. No joint venture or partnership is formed as a result of this Agreement. Each party shall defend, indemnify and hold harmless the other party, its officers, officials and employees from all claims, demands, suits, actions and liability of any kind which arise out of, are connected with or result from any errors, omissions or negligent acts of the other party, its contractors, employees or agents in the performance of the work of this Agreement; provided, however, that if any such liability is the result of the concurrent negligence of the parties, the obligations under this section shall be allocated in proportion to the percentage of negligence attributed to each party. Each party agrees that its obligations under this provision extend to any claim, demand or cause of action brought by its own employees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the indemnifying's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnification of claims made by the indemnifying party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 11.2 State's Nonliability to Subcontractors:** The City agrees that the WSDOT and the State of Washington are not liable for damages or claims arising from the City's performance or activities under this agreement. The City further agrees to include in each contract for services or activities using funds provided in whole or in part by this Agreement a provision in which the contractor agrees that the WSDOT and the State are not liable for damage or claims from damages arising from any subcontractor's performance or activities under the contract.
- 11.3 Survival of Indemnification:** The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

**SECTION 12.0 TERM, DURATION, MODIFICATION AND TERMINATION.**

- 12.1 Term of Agreement:** This Agreement shall be effective July 1, 1999. The expiration date for purposes of performing substantive work and for incurring costs hereunder shall be June 30, 2001, and for final accounting purposes shall be August 31, 2001, unless terminated earlier or extended pursuant to the provisions hereof.
- 12.2 Extension/Modification.** This Agreement may be amended or otherwise altered only by written agreement of the County Executive or his/her designee and an authorized

representative of the City. Exhibit C: Format for Agreement to Extend and/or Modify the CTR (ILA) may be used for such action.

### **12.3 Termination.**

(a) Each Party may terminate its obligations under this Agreement, upon thirty (30) days advance written notice of the termination to the other Party.

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

**12.4 Non-Appropriation of Funds:** If sufficient funds are not appropriated or allocated for payment under an extension to this Agreement for any future biennium, the County will not be obligated to make any payments after the end of the then current biennium and this Agreement will expire.

## **SECTION 13. CHANGE IN STATUS**

**13.1 Addition of Cities for Purposes of Allocation of Funds.** Any city within the County that is not Party to an Agreement with the County for the distribution of CTR funds that (a) becomes affected by Chapter 70.94 RCW and is required to implement a CTR plan and (b) enters into an Agreement with the County shall be allocated CTR Funds beginning with the next annual allocation period provided for in Section 4.1 of this Agreement.



- 13.2 Change in Status.** If the City finds it is no longer affected by Chapter 70.94 RCW and is therefore no longer required to implement a CTR plan, it may continue to be a Party to this Agreement for purposes of participating in the CTR Coordinating Committee for information sharing, but shall not receive CTR Funds effective with the quarter following the change in status.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by having their authorized representatives affix their signatures below.

Approved as to form:

THE CITY OF KIRKLAND

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

By \_\_\_\_\_  
Director of \_\_\_\_\_

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

KING COUNTY:

By \_\_\_\_\_  
King County Executive

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

EXHIBIT A: Scope of Work

Attachment - Format for Quarterly Reports

EXHIBIT B: Methodology for Allocating Funds

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

**EXHIBIT A: SCOPE OF WORK****Implementation of Commute Trip Reduction Plans and Programs**

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

To address these problems, the Commute Trip Reduction (CTR) Act was enacted by the 1991 Legislature and signed by the Governor. This Act required cities and counties containing "major employers" in the eight counties experiencing the greatest vehicle-related air pollution, gasoline consumption and congestion problems to develop plans and programs to reduce single-occupant vehicle commute trips. A ninth county became affected by the Act in 1996.

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

King County and the sixteen cities affected by the CTR law (Algona, Auburn, Bellevue, Bothell, Des Moines, Enumclaw, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, SeaTac, Seattle, and Tukwila) entered into the 1991-1993 CTR Interlocal Agreement (ILA) for the purposes of allocating State CTR grant funds for the initial development and implementation of CTR program. Under this agreement the County and the cities passed local CTR ordinances, identified potentially affected employers, established commute trip reduction zones and zone base year values and progress year goals, and conducted review of local parking policies as they related to CTR. Beginning with the 1993-1995 allocation, the cities of Burien and Woodinville were added to the list of affected CTR cities in King County and began receiving their proportionate share of CTR funding. In the 1995-1997 biennium, the City of Shoreline was added, with proportionate allocation occurring in the second year of the biennium. In this biennium, the City of Snoqualmie becomes affected.

This CTR ILA involves on-going program administration, including, but not limited to: employer initial program descriptions, employer annual reports, and employee survey results, where and when available. It is intended that this CTR ILA will be administratively renewed each biennium with the scope of work modified as is necessary to accommodate changes in State technical assistance fund requirements or local conditions.

**CITY TASKS:****1.0 General Tasks:**

The City or its designee will:

- 1.1 Maintain and administer a CTR ordinance and plan for affected employers in the incorporated area of the City according to the provisions of RCW 70.94.521-551.
- 1.2 The City will provide WSDOT with a public hearing notice and copies of any proposed amendments to its CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period, and final copies of such action within one (1) month of adoption.
- 1.3 Submit to WSDOT, an annual workplan that outlines the major tasks and activities, including but not limited to employer training and networking activities, employer program review, survey activities, and advertising and promotional campaigns, to be conducted for the coming year. The first annual work plan will be submitted with the first quarterly report and the second with the fourth quarterly report.
- 1.4 Establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. To facilitate the administration of the work described in this agreement, separate accounts shall be established and maintained within the City's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "CTR Account." All costs charged to the CTR Account, including any approved services contributed by the City or others, shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products evidencing in proper detail the nature and propriety of the charges.
- 1.5 Maintain an appeals process consistent with RCW 70.94.534(6) procedures identified in the Commute Trip Reduction Task Force Guidelines whereby employers in the incorporated City may obtain a waiver or modification of the CTR requirements, including establishment of alternative SOV/VMT goals, if they would be unable to meet the requirements of a CTR plan or ordinance as a result of special characteristics of their business or location.
- 1.6 Within forty-five (45) days after June 30, 2000, and thirty (30) days after June 30, 2001, submit to WSDOT a report summarizing overall costs incurred in implementing the CTR ordinance and plan. Cost shall be reported in a format provided by WSDOT.

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

implementing RCW 70.94.521-551 within thirty (30) days of the end of each quarter for the first seven quarters and within twenty (20) days of the end of the final quarter.

**COUNTY TASKS:**

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

**ATTACHMENT**  
**to Exhibit A**  
**Quarterly Report Format**

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

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

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

**2. Expenditures This Quarter**

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B: METHODOLOGY FOR ALLOCATING CTR FUNDS**

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 or modify the agreement.*

The Honorable \_\_\_\_\_  
Mayor, City of \_\_\_\_\_  
Address \_\_\_\_\_  
City, WA xxxxx

RE: Renewal/Modification of Commute Trip Reduction Act Interlocal Agreement

Dear Mayor \_\_\_\_\_:

The Commute Trip Reduction Act (CTR) Interlocal Agreement (ILA), which allocates state CTR funds to local CTR jurisdictions and describes required implementation activities, provides in ...  
(select one of the following paragraphs or combine as appropriate) ...

... Section 12.2 that the ILA "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).

... I propose that the Agreement be extended, as provided in Section 12.2, for a two year period beginning June 30, \_\_\_\_\_, with modifications to Exhibit A: Scope of Work as attached.

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 \_\_\_\_\_