

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Enter into the Transportation Demand Management Implementation Agreement (Commute Trip Reduction program implementation) with Washington State Department of Transportation (WSDOT)
DEPARTMENT:	Public Works
PRESENTED BY:	Nytasha Walters, Transportation Services Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The Washington State Commute Trip Reduction (CTR) Efficiency Act requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement a CTR Plan to reduce vehicle miles traveled per employee and drive-alone commute trips; and develop, implement, and promote programs to encourage their employees to use transportation alternatives to drive alone commutes.

The City historically contracted with King County Metro Transit (King County) to help implement the City's CTR program, and state allocated funding for Shoreline was passed through to King County for this effort under prior agreements. However, King County has transitioned out of this regulatory CTR support role for jurisdictions and passed the responsibility for implementation of the CTR program to the City. Shoreline will now enter into an agreement with WSDOT for funding to implement its CTR program to remain compliant with state law.

RESOURCE/FINANCIAL IMPACT:

The State of Washington provides special proviso funding to each affected jurisdiction to help implement their CTR program. The funding is based on a fixed amount per affected worksite. Per the attached State Agreement, the City's total one-year estimated allocation (July 1, 2022, through June 30, 2023) for the six affected worksites in Shoreline is \$15,239.

The City's responsibility to execute all CTR actions to remain compliant with state law is new for City staff. Staff are yet to fully understand the level of effort that will be required, if these funds will fully cover that effort, and whether the City may need to supplement this funding for future efforts. Staff will notify Council if additional funds are necessary to remain compliant with state law.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to enter into the Transportation Demand Management Implementation Agreement (July 1, 2022, through June 30, 2023) with WSDOT.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

The State CTR Efficiency Act directs governments to develop plans that reduce vehicle miles traveled and drive-alone commute trips per employee. The CTR Efficiency Act also requires major employers to develop, implement and promote employee transportation programs to support these plan goals. For Shoreline, the CTR Efficiency Act targets worksites with 100 or more employees arriving at work between the hours of 6:00 a.m. and 9:00 a.m. In accordance with the CTR Efficiency Act, the City of Shoreline must support the programs of all six affected CTR sites in Shoreline. The six CTR sites in Shoreline include: Shoreline Community College, WSDOT, Crista Ministries Campus, State of Washington Public Health Lab, Fircrest School, and the City of Shoreline City Hall campus.

King County implemented CTR work for jurisdictions across King County since the initial legislation was passed in 1991. However, stagnant funding levels, increasing worksites, and less King County staff capacity to engage employers has resulted in King County determining it can no longer support jurisdictions in this effort. King County has transitioned the regulatory CTR work to jurisdictions, and jurisdictions will now enter into agreements for program compliance and funding directly with WSDOT. King County will continue to partner with jurisdictions and CTR affected employers through consultation, certain shared resources, and policy advocacy/coordination to better achieve CTR goals across the County.

With prior implementation agreements terminating June 30, 2022, Shoreline must now enter into the attached agreement with WSDOT to receive funding to accomplish the CTR work.

DISCUSSION

The City of Shoreline is required by state law (RCW 70A.15.4020) to develop and implement a CTR plan. The State appropriates special proviso funding to assist with implementation. Historically, the City contracted with King County to implement requirements on its behalf and receive pass-through Shoreline funding from the State for its efforts. King County managed this effort for many local jurisdictions to create a cohesive vision for the region and shared resources. As King County has now determined that it will no longer have the staff and means to continue this effort on local jurisdiction behalf, King County has transitioned this requirement back to the local jurisdictions.

The Transportation Demand Management Implementation Agreement (Attachment A) is a contract between WSDOT and the City of Shoreline for the City to implement its Commute Trip Reduction Plan for the period of July 1, 2022, to June 30, 2023. Tonight, staff is seeking Council authorization for the City Manager to enter into this Agreement.

COUNCIL GOAL(S) ADDRESSED

This program supports Council Goal 2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural

environment. The major goals for the CTR program are to improve transportation system efficiency, conserve energy, and improve air quality.

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ATTACHMENTS

Attachment A – Transportation Demand Management Implementation Agreement



Public Transportation Division
310 Maple Park Avenue S.E.
P.O. Box 47387
Olympia, WA 98504-7387

WSDOT Contact: Monica Ghosh 206-464-1194

GhoshMo@wsdot.wa.gov

Transportation Demand Management Implementation Agreement			
Agreement Number	PTD0528	Contractor:	City of Shoreline
Term of Project	July 1, 2022 through June 30, 2023		17500 Midvale Ave. N
UPIN	PTD0528		Shoreline , WA 98133-4905
Vendor #	911683888 L	Contact:	Nytasha Walters nwalters@shorelinewa.gov

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, RCW 70A.15.4000 through RCW 70A.15.4110 establishes the state’s leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers (“GTEC”) in Washington State; and

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

SCOPE OF WORK AND BUDGET

Scope of Work: The CONTRACTOR agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program. This will include the implementation of the strategies, and production of the deliverables outlined in the WSDOT- approved Administrative Work Plan. The Administrative Work Plan is incorporated as EXHIBIT I in this AGREEMENT.

Funds	Current Funds	Projected Funds	Total Current & Projected Funds
Commute Trip Reduction	\$ 15,239		\$ 15,239
Total Project Cost	\$ 15,239	\$ -	\$ 15,239

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.

Section 1
Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for activities undertaken to fulfill the requirements of RCW 70A.15.4000 through RCW 70A.15.4110, as set forth in the Scope of Work and Budget, hereinafter known as the “Project”

B. If this AGREEMENT is used as match for any other related projects with federal funds, in addition to the requirements of Sections 1 through 30 of this AGREEMENT, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations consistent with the requirements imposed by use of the federal funds on any such related project(s), including but not limited to Title 23 of the U.S. Code, Highways, as applicable, the regulations issued pursuant thereto, 2 CFR Part 200, and 2 CFR Part 1201. The CONTRACTOR must also assume full responsibility for compliance with Federal Highway Administration’s (FHWA) Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273, which may be found here, <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>, and any amendments/revisions thereto; and/or the Federal Transit Administration Master Agreement 25, which may be found here, <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

Section 2
Scope of Work

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in “Scope of Work and Budget”.

Section 3
Term of Project

The CONTRACTOR shall commence, perform and complete the Project within the time defined in the caption space header above titled “Term of Project” of this AGREEMENT regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header above entitled “Term of Project” and all caption space headers above are by this reference incorporated into this AGREEMENT as if fully set forth herein.

Section 4
Project Costs

The total reimbursable cost to accomplish the Project shall not exceed the “Current Funds” detailed in the “Scope of Work and Budget”. The CONTRACTOR agrees to expend eligible “State Funds” together with any “Contractor Funds” identified above in the “Scope of Work and Budget” table. If at any time the CONTRACTOR becomes aware that the cost that it expects to incur in the performance of this AGREEMENT will differ from the amount indicated in the “Scope of Work and Budget” table above, the CONTRACTOR shall notify WSDOT in writing within thirty (30) business days of making that determination.

Section 5
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related eligible indirect Project work during the Project period. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 11 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If

approved by WSDOT, which approval shall not be unreasonably withheld or delayed, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. State Fiscal Year End Closure Requirement (RCW 43.88): The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 6 Administrative Work Plan

The CONTRACTOR agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CONTRACTOR submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:

A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.

B. The administrative work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

Section 7 Survey Coordination

The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

Section 8 Planning Data

The CONTRACTOR agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT. WSDOT may request worksite TDM plans for review.

Section 9 Database Updates

The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

Section 10 Use of State Funds for Incentives

The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the CONTRACTOR.

Section 11 Reports

The CONTRACTOR shall prepare and submit quarterly, annual, and final progress reports pursuant to this agreement and as prescribed in WSDOT's Transportation Demand Implementation Agreement Guidebook, and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/public-transportation-commute-trip-reduction-grants>, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook.

Section 12 Funding Distribution

The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, and Metropolitan Planning Organizations or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR and/or GTEC, plans as applicable, and as authorized by RCW 70A.15.4080, and by ordinances adopted pursuant to RCW 70A.15.4020(5).

Section 13 Implementation Plans

The CONTRACTOR shall incorporate appropriate sections of the "Scope of Work and Budget" and description of allowable incentives in accordance with the incentives guidance provided to the CONTRACTOR by WSDOT as set forth in Section 10 of this AGREEMENT, as well as the WSDOT approved Administrative Work Plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR and/or GTEC plans, and in compliance with applicable ordinances.

Section 14 Coordination with Regional Transportation Planning Organizations (RTPO)

The CONTRACTOR shall coordinate the development and implementation of its CTR and/or GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR and/or GTEC plan and programs to the RTPO upon request.

Section 15 Project Records

The CONTRACTOR agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 16 Audits, Inspections, and Records Retention

WSDOT, 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 they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters

covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project final payment date. However, in case of audit or litigation extending past that six (6) years period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that the CONTRACTOR and any subcontractors of CONTRACTOR comply with the provisions of this section and provide, WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 17

Agreement Modifications

A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Work and Budget. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto, provided, however, that changes to the Project title, UPIN, the contact person of either PARTY, biennial adjustments with no impact to the overall project cost, or adding the Administrative Work Plan, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of any such approved revision in writing.

B. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into a written amendment to this AGREEMENT, providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such increase in funding.

C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into a written amendment to this AGREEMENT providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such reduction of funding.

Section 18

Recapture Provision

In the event that the CONTRACTOR fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The CONTRACTOR agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 19

Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR'S receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. Performance During Dispute. Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 20 Termination

A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the state with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The state Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT.

C. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT

may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

E. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

F. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, "Term of Project", shall require WSDOT to amend the AGREEMENT by written amendment to reflect the termination date and reason for termination.

**Section 21
Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 22
Waiver**

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the CONTRACTOR constitute or be construed as a waiver by CONTRACTOR of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

**Section 23
WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the CONTRACTOR.

**Section 24
Limitation of Liability and Indemnification**

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform

any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the acts or omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25

Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by, the laws of the state of Washington. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the state of Washington Thurston County Superior Court situated in Thurston County.

Section 26

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state laws and regulations, including, but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence AGREEMENT compliance, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The CONTRACTOR will also comply with the Americans with Disabilities Act of 1990 (ADA), Public Law 101-336, including any amendments thereto which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication.

Section 27

Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 28

Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all

statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart, and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

**Section 29
Execution**

This AGREEMENT is executed by the Director of the Public Transportation Division, Washington State Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the Washington State Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

**Section 30
Binding Agreement**

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.p

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

EXHIBIT I
Commute Trip Reduction Administrative Work Plan
City of Shoreline
2021-2023

1. Program administration

The City of Shoreline (City) in the past has contracted with King County Metro to implement the Washington State Commute Trip Reduction Law of 1991 on the City's behalf. King County Metro will no longer have capacity to provide this support and over the next several months will begin training and transferring administrative responsibility to the City. Beginning in July 2022, the City will be completely responsible for implementing the Shoreline CTR plan and will contract directly with the State. The City anticipates time will be required to secure appropriate staffing, funding, and training for taking over this role. This Administrative Work Plan indicates certain split responsibilities for the 2021-2022 period as the City takes on responsibility for overseeing implementation.

Brief description	King County Metro will train City staff on the best practices for how to administer the program to meet the state and city planning and implementation objectives and requirements.
Activities and deliverables	<p><u>A. King County and/or City will administer the employer site registration and inventory record-keeping:</u> Identify, notify and register new sites into the program in order to prepare them for their baseline surveys. Negotiate steps for compliance with non-compliant worksites with the onboarding component.</p> <p><u>B. King County and/or City will maintain database and master file records on basic site information for all sites.</u> Provide WSDOT with an electronic copy of Shoreline CTR-affected employers and ETCs, as required by WSDOT. King County and/or City will keep an updated website.</p> <p><u>C. King County and/or City will assist and/or administer state and city planning and contracting processes:</u> Perform general update and implementation of the CTR Plan and ordinance, including development and execution of temporary implementation contract between King County CTR Services, the City and their Administrative Work Plan; and the CTR Final Report for the biennium. King County and/or City will provide/gather quarterly report information for City to complete state funds billing and reporting</p>

	<p>requirements. King County will initially meet regularly with city staff to review activities, current issues, ongoing challenges and accomplishments. King County and/or City will draft responses to inquiries by state CTR committees and others, when warranted. King County and/or City will conduct other administrative activities as needed.</p> <p><u>D. King County will provide historical CTR data and records as well as train staff on how to track data.</u></p>
Potential issues and risks	<p>Outputs may be dependent on the actions of external organizations or other external factors; unresponsive sites</p>

2. Employer program development, engagement and marketing

Brief description	<p>King County and/or City will engage worksite ETCs with assistance, training, communications, resources, and information to operate successful programs.</p> <p>King County Metro staff will train city staff on best practices for engaging with employers.</p>
Activities and deliverables	<p><u>A. Training:</u> King County and/or City will train all new employee transportation coordinators (ETCs) (at existing and new worksites) to ensure that they understand the requirements of the law, implementation strategies and their sites' performance to date. Training classes can be taken online and include basic ETC training and survey training as needed. King County and/or City will update and maintain informational CTR website and other training resources.</p> <p><u>B. Marketing Assistance:</u> King County or City will assist ETCs with marketing of commute programs and ensure they meet their program information distribution requirements.</p> <p><u>C. Program Assistance:</u> Focusing primarily on sites that have not made progress toward goal, conduct survey analyses, review program summaries and make</p>

	<p>recommendations for program improvements.</p> <p><u>D. Targeted Promotions:</u> Identify highly congested employment areas, corridors, industries, and/or sites that have not made progress toward goals for targeted outreach. Actively work with ETCs to promote alternatives to drive-alone commuting at these locations or sites.</p> <p>(For C and D, the number and composition of worksites for such shall be determined in consultation with city project manager, with larger worksites generally receiving more focus and time than smaller ones.)</p> <p><u>E. Information Provision:</u> Help ETCs become a major resource to their employees by providing them with up-to-date commute information, tools for communicating with employees, turnkey commuter promotions, and opportunities to attend networking events.</p> <p>Send transportation-related news and announcements via email to all ETCs; coordinate and distribute electronic materials and information for promotions such as Wheel Options and Bike Everywhere Month and Day; and schedule, promote, engage speakers and invite ETCs to employer network group meetings approximately 2-3 times per year.</p> <p><u>F. Strategic Planning:</u> Develop strategies to help ETCs communicate and promote their programs to employees and achieve success with their programs.</p> <p>G. King County Metro will train city staff on the best practices for engaging with employers as well as provide basic ETC trainings for city staff to update and use.</p>
<p>Potential issues and risks</p>	<p>Sites are non-responsive or unable to make resource investments in program; ETCs are not given the time to use resources available</p>

	to market program to employees; sites non-responsive to events and promotions.
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3. Program measurement and reporting (survey or alternate, and employer program reports)

Brief description	<p>Metro staff will train city staff on how to coordinate, track and notify employers to complete the survey and program report requirements.</p> <p>Track and notify employers of surveying and reporting requirements, gather and manage survey and program report data, and provide technical assistance for and administration of measurement/reporting activities and program review/modification as warranted.</p>
Activities and deliverables	<p>Assist site representatives with:</p> <ul style="list-style-type: none"> (1) baseline survey and initial program development, for new sites; (2) ongoing survey and program reporting for existing sites; and (3) for worksites not making progress toward goal, review of the existing program and recommendations for program modifications to improve performance as warranted for existing sites. <p>This strategy includes sending survey and program notifications to all sites; reviewing and administering extensions and exemptions requests; and setting up and assisting sites with paper and online surveys and program reporting.</p> <p>Receive program report submittals and manage/organize program report data. Negotiate steps for compliance with non-compliant worksites. Maintain or edit report formats as needed; database; and keep master file records on all sites. Provide</p>

	survey results and program reporting information to the state and worksite.
Potential issues and risks	Timely processing of survey and report data by WSDOT and accuracy of tools and data; unresponsive sites; ETC turnover

4. State employee Guaranteed Ride Home program (if applicable)¹

Brief description	
Activities and deliverables	Assist site representatives (if applicable) with tracking: <ul style="list-style-type: none"> • Number of rides provided. • Percentage of ride requests fulfilled.
Potential issues and risks	Unresponsive sites; timely sharing of tracking data; ETC turnover

¹ Only for Thurston, Pierce, King, Spokane and Snohomish counties (not including City of Everett).

Program calendar

Programming	July–Sept 2021	Oct–Dec 2021	Jan–Mar 2022	Apr–Jun 2022	July–Sept 2022	Oct–Dec 2022	Jan–Mar 2023	Apr–June 2022
Program administration	1:1 consultations between King County Metro and City of Shoreline	1:1 consultations between King County Metro and City of Shoreline	1:1 consultations between King County Metro and City of Shoreline	1:1 consultations between King County Metro and City of Shoreline	1:1 consultations between King County Metro and City of Shoreline	1:1 consultations between King County Metro and City of Shoreline	1:1 consultations between King County Metro and City of Shoreline	1:1 consultations between King County Metro and City of Shoreline
Employer program development, engagement and marketing	Optional Attendance at Telework training Car-Free Day	Optional Attendance at Vision 0 event	Optional Attendance at Bike Month training	Bike Month Ride Transit Month	Optional Attendance at Vanpool training Car-Free Day	Optional Attendance at Employee transportation coordinator holiday networking event	Optional Attendance at Bike Month training	Bike Month, Ride Transit Month Optional Attendance at Annual awards event
Program measurement and reporting			CTR survey outreach	CTR surveys conducted	CTR surveys conducted		CTR program report outreach	CTR program reports collected
State worker Guaranteed Ride Home program (if applicable)								