

1 Adopted: 5/22/2019
2 Effective: 6/02/2019

3 SNOHOMISH COUNTY COUNCIL
4 SNOHOMISH COUNTY, WASHINGTON

5
6 ORDINANCE NO. 19-018

7
8 APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE
9 TO SIGN AN INTERLOCAL AGREEMENT WITH COMMUNITY TRANSIT
10 CONCERNING THE ADMINISTRATION OF COMMUTE TRIP REDUCTION (CTR)
11 PLANS AND PROGRAMS
12

13 WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) permits any two
14 or more public agencies to enter into agreements for joint or cooperative action; and

15
16 WHEREAS, RCW 70.94.527 requires counties containing urban growth areas,
17 designated pursuant to RCW 36.70A.110, to develop a commute trip reduction (CTR) plan
18 and ordinance for “major employers” in unincorporated urban growth areas; and

19
20 WHEREAS, the purpose of the CTR plan and ordinance is to reduce vehicle miles
21 traveled and reduce single occupant vehicle commute trips in Snohomish County and thereby
22 decrease vehicle-related air pollution, traffic congestion, and energy use; and

23
24 WHEREAS, Community Transit has worked in partnership with Snohomish County
25 and affected Snohomish County cities to develop common CTR plans and ordinances; and

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27 WHEREAS, it is more efficient and effective to implement the CTR plans and
28 ordinances for Snohomish County and affected Snohomish County cities in a common
29 manner; and

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31 WHEREAS, Community Transit has implemented the CTR plans and ordinances for
32 Snohomish County and affected Snohomish County cities since 1992; and

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34 WHEREAS, in 2015, Snohomish County last entered into an interlocal agreement
35 with Community Transit relating to its administration of the Snohomish County CTR plan
36 and ordinance; and

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38 WHEREAS, the current agreement between Snohomish County and Community
39 Transit related to administration of Snohomish County’s CTR plan and ordinance will
40 expire on June 30, 2019; and

1 WHEREAS, Snohomish County and Community Transit wish to enter into a new
2 interlocal agreement related to the administration of Snohomish County's CTR plan and
3 ordinance; and
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5 WHEREAS, the enforcement provisions of Snohomish County CTR ordinance will
6 remain the responsibility of Snohomish County; and
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8 WHEREAS, Snohomish County and Community Transit have determined that it is in
9 the best interest of the public to enter into another interlocal agreement whereby Community
10 Transit and Snohomish County will implement and administer the Snohomish County CTR
11 plan and ordinance consistent with the provisions of the agreement;
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13 NOW, THEREFORE, BE IT ORDAINED:
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15 Section 1. The County Council hereby adopts the foregoing recitals as findings of fact
16 and conclusions as if set forth in full herein.
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18 Section 2. The Snohomish County Council hereby authorizes the County Executive to
19 execute the *Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans*
20 *and Programs* substantially in the form of Exhibit A attached hereto.
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23 PASSED this 22nd day of May, 2019.
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26 SNOHOMISH COUNTY COUNCIL
27 Snohomish County, Washington
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31 _____
32 Chairperson
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34 ATTEST:
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37 _____
38 Asst. Clerk of the Council
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- 1 (✓) APPROVED
- 2
- 3 () EMERGENCY
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- 5 () VETOED
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DATE: 5/23/19
[Signature]
County Executive

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11 ATTEST: Melissa H. Cragley
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13 Approved as to form only:
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15 [Signature] 2/15/19
16 Deputy Prosecuting Attorney
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**INTERLOCAL AGREEMENT FOR ADMINISTERING
COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS**

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area, a State of Washington municipal corporation (hereinafter referred to as **COMMUNITY TRANSIT**), and Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as **COUNTY**), hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) permits any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, RCW 70.94.527 requires counties containing urban growth areas, designated pursuant to RCW 36.70A.110, to develop a commute trip reduction (CTR) plan and ordinance for “major employers” in unincorporated urban growth areas; and

WHEREAS, the purpose of the CTR plan and ordinance is to reduce vehicle miles traveled (VTM) and reduce single occupant vehicle (SOV) commute trips and thereby decrease vehicle-related air pollution, traffic congestion, and energy use; and

WHEREAS, COMMUNITY TRANSIT worked in partnership with the COUNTY and affected Snohomish County cities to develop common CTR plans and ordinances; and

WHEREAS, it is more efficient and effective to implement the CTR plans, programs, and ordinances for the COUNTY and affected Snohomish County cities in a common manner; and

WHEREAS, COMMUNITY TRANSIT has implemented the CTR plans, programs, and ordinances for the COUNTY and affected Snohomish County cities since 1992; and

WHEREAS, the COUNTY and COMMUNITY TRANSIT last entered into an interlocal agreement related to the implementation of the COUNTY’s CTR plan in 2015; and

WHEREAS, under that 2015 agreement, COMMUNITY TRANSIT administered the COUNTY CTR plan and programs; and

WHEREAS, the 2015 agreement expired on June 30, 2019; and

WHEREAS, the COMMUNITY TRANSIT and the COUNTY intend that the enforcement of the requirements of the COUNTY CTR ordinance, chapter 32.40 SCC, remains the responsibility of the COUNTY; and

WHEREAS, the PARTIES have determined that it is in the best interest of the public to enter into a new interlocal agreement whereby COMMUNITY TRANSIT and the COUNTY will continue to implement and administer the COUNTY's CTR plan, programs, and ordinance consistent with the provisions of the AGREEMENT;

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

1. **RECITALS**: The recitals set forth above, constituting a basis of the agreement of the PARTIES, are incorporated herein by references as if fully set forth.
2. **SERVICE PROVISIONS**: The PARTIES shall perform the services specified in Attachment A "STATEMENT of WORK", which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds from the Washington State Department of Transportation (WSDOT) that have been specifically allocated for implementing the COUNTY's CTR plan and programs within unincorporated Snohomish County.
4. **CHANGE IN FUNDING**: The AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of the WSDOT funds referred to in Section 3. If this funding is reduced or eliminated, the PARTIES shall review the AGREEMENT to determine if changes to the AGREEMENT are necessary including possible amendment or termination per sections 6 and 8 of the AGREEMENT.
5. **AGREEMENT PERIOD**: The term of this AGREEMENT shall be from the effective date until June 30, 2023.
6. **TERMINATION**: The COUNTY and COMMUNITY TRANSIT may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by COMMUNITY TRANSIT, and not otherwise paid for by WSDOT prior to the effective date of such termination shall be paid as a pro rate portion of the applicable WSDOT allocation amount by WSDOT.
7. **SEVERABILITY**: If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found

invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

8. AGREEMENT MODIFICATIONS: Any party may request changes to this AGREEMENT. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment of this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto.
9. NONDISCRIMINATION: The PARTIES, in performance of this AGREEMENT, shall comply with all applicable local, state, and/or federal laws and ordinances, and agree that they shall not discriminate against any person who is paid, for work completed, by funds indicated in this AGREEMENT or against any applicant for such employment on the grounds of race, color, religion, national origin, age, veteran status, or the presence of any sensory, mental, or physical disability. The PARTIES shall make reasonable accommodations to the sensory, mental, or physical disabilities of applicants and employees throughout the personnel process. In determining the extent of reasonable accommodation, the following factors will be considered: the safe and efficient operation of the organization; feasible financial costs and expenses; and the overall type and size of the organization's operation.
10. INDEMNIFICATION:
 - A. COMMUNITY TRANSIT shall protect, hold harmless, indemnify, and defend, at its own expense, the COUNTY and their elected and appointed officials, officers, employees and agents, from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, arising out of the performance of Community Transit of this Agreement, including claims by the state, COMMUNITY TRANSIT's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the COUNTY or their elected and appointed officials, officers, employees or agents.

The COUNTY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, arising out of the performance of County of this Agreement, including claims by the state, the COUNTY's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT, its elected and appointed officials, officers, employees or agents.
 - B. It is understood and agreed that this AGREEMENT is solely for the benefit of the PARTIES hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

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

11. WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE ACT: The indemnification provisions of Section 10 are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
12. SURVIVAL: The provisions of this Sections 10 and 11 shall survive the expiration or early termination of this Agreement.

IN WITNESS WHEREOF, Snohomish County and Community Transit have executed this AGREEMENT as of the date and year written below.

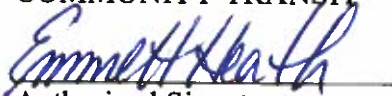
SNOHOMISH COUNTY


Authorized Signature
Dave Somers
Snohomish County Executive

Date

5/23/19

COMMUNITY TRANSIT


Authorized Signature
Emmett Heath
Chief Executive Officer

Date

3-01-19

COUNCIL USE ONLY	
Approved:	<u>5.22.19</u>
Docfile:	<u>D-18</u>

Approved as to form


Deputy Prosecuting Attorney
Snohomish County, WA

Exhibit "A"

Statement of Work

ADMINISTERING COMMUTE TRIP REDUCTION PLANS

1. INTRODUCTION

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

COMMUNITY TRANSIT TASKS

2. MAINTAIN RECORDS and DOCUMENTS

- 2.1 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.
- 2.2 To facilitate the administration of the work described in this AGREEMENT, separate accounts shall be established and maintained within COMMUNITY TRANSIT's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "CTR Account".
- 2.3 All costs charged to the CTR Account, including any approved services contributed by the COUNTY shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products evidencing in proper detail the nature and propriety of the charges.

3. PROVIDE CTR SERVICES TO EMPLOYERS

- 3.1 Provide affected employers with access to information and services, which will enable them to plan, implement, and manage Commute Trip Reduction (CTR) programs in a way that implements the COUNTY's CTR plans and ordinance (chapter 32.40 SCC) and meets individual employer goals.
- 3.2 Organize the content and format of a comprehensive CTR educational program for affected employers and jurisdictions.

- 3.3 Ensure that the comprehensive CTR educational program in Snohomish County is consistent with that developed by WSDOT.
- 3.4 Provide personalized CTR program assistance to each affected employer's Employee Transportation Coordinator (ETC), managers and employees.
- 3.5 Provide opportunities for ETCs to network with the ETCs of other affected employers.
- 3.6 Provide outreach assistance to affected employers and potentially affected employers.
- 3.7 Provide information and technical assistance to affected employers in developing CTR programs. Explain legal requirements and assist with initial survey and develop a plan for implementing the employer's CTR plan.
- 3.8 Coordinate and facilitate employer networking, employer peer reinforcement and employer recognition programs.
- 3.9 Produce two annual rideshare campaigns and distribute campaign materials to affected employers in promoting the campaigns.
- 3.10 Plan, promote and implement employer transportation events, including customized worksite carpool and vanpool events, and provide event prizes.
- 3.11 Design and distribute CTR marketing materials to affected employers, including new employee orientation materials, that employers may use or copy to implement, promote and manage CTR programs.
- 3.12 Provide employers with access to information, materials and programs that will enable them to adequately promote CTR programs. Produce customized marketing materials for employees upon request.
- 3.13 Provide staff to attend at least one rideshare fair or employer promotion per year for each affected employer. Encourage affected employers to work together and hold joint events.
- 3.14 Support CTR programs by offering supplemental services by providing a regional ride matching program, vanpool program and Guaranteed Ride Home program.
- 3.15 Take the lead in coordinating the survey process for affected employers. Provide survey workshops to employers during measurement years. Distribute and collect the state "CTR Employee Questionnaires" (survey forms). Work with the appropriate agencies to coordinate the processing of the employer surveys. Ensure that employers timely receive their survey results. Offer survey follow-up meetings to all employers. Return processed surveys to employers.
- 3.16 Send or deliver employer surveys for processing as instructed by WSDOT. Prior to sending or delivering any surveys, notify WSDOT of the name of the worksite(s) and the employer identification code(s) for any surveys

being submitted for processing. The notification should be submitted via electronic mail, fax, or U.S. Postal Services.

4. ANNUAL EMPLOYER REPORTING & PROGRAM REVIEW

4.1 Notification of Newly Affected Sites

- 4.1.1 Identify list of potential new sites as defined by Chapter 70.94 RCW and COUNTY ordinance and send a notification inquiry to determine if the site is affected.
- 4.1.2 Confirm that the site meets the criteria for an affected under chapter 32.40 SCC.
- 4.1.3 Secure a state ID code from the WSDOT.
- 4.1.4 Create timeline for implementation of a CTR plan and create the required legal file.

4.2 Site Analysis and Program Review

- 4.2.1 Notify affected employers when quarterly and/or annual program reports are due and provide affected employers with limited direct assistance in preparing written program submissions.
- 4.2.2 Review program reports for completeness for new sites and for sites that made progress toward the goal of reducing commuter trips as established in chapter 32.40 SCC.
- 4.2.3 For sites that failed to meet the established goal of reducing commuter trips COMMUNITY TRANSIT shall review survey results and recent program data and evaluate the potential for progress toward single occupant vehicle (SOV)/vehicle miles traveled (VMT) reduction.
- 4.2.4 Make recommendations to the COUNTY for program improvements for sites that did meet established goals.
- 4.2.5 Generate letters for use by the COUNTY when approving or not approving the CTR programs of affected employers.
- 4.2.6 Follow up with affected employers whose programs have not been approved not been approved by the county and assist in modifying CTR program in a manner that supports approval.

4.3 Exemptions & Modification

- 4.3.1 Receive employer requests for exemption to CTR requirements and modification of approved CTR programs (hereinafter EXEMPTIONS and MODIFICATIONS). A copy of the requests received will be sent to the COUNTY.
- 4.3.2 Forward a copy of requests for EXEMPTIONS and MODIFICATIONS to WSDOT for comment.

4.3.3 Review and analyze requests for EXEMPTIONS and MODIFICATIONS and provide a recommendation to the COUNTY for approval.

4.3.4 Generate and send response as directed by the COUNTY.

4.4 Records Maintenance

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

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

5. COORDINATION

5.1 Serve as a liaison between WSDOT and the COUNTY for the purposes of Chapter 70.94 RCW.

5.2. Coordinate CTR outreach and marketing efforts with the COUNTY, Snohomish County Cities, and other transit agencies, including Everett Transit and King County Metro, to create a comprehensive CTR program.

5.3 Collaborate directly with the designated representative of the COUNTY to work with affected employers to facilitate the timely development, submission, implementation, and revision of affected employer CTR programs.

5.4 Coordinate and facilitate CTR coordinator's group meetings consisting of the designated CTR representatives from the COUNTY and Snohomish County cities as needed. This group will function as an information, coordination, and collaboration group for CTR activities.

5.5 Communicate the progress of affected employer CTR programs to the COUNTY.

5.6 Meet at least annually with the COUNTY to discuss affected employer CTR programs in each jurisdiction.

6. REPORTING

6.1 Submit quarterly progress reports and invoices to WSDOT in a manner and format approved by WSDOT that adequately and accurately assesses the progress made by the COUNTY in implementing CTR requirements in Chapter 70.94 RCW.

6.2 Provide updated employer information to WSDOT in the electronic format provided by WSDOT at least quarterly.

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

COUNTY TASKS

7. GENERAL TASKS

- 7.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the COUNTY's CTR Plan and Ordinance.
- 7.2 Provide WSDOT with a public hearing notice and copies of any proposed amendments to the COUNTY's 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.
- 7.3 Notify COMMUNITY TRANSIT of potential CTR-affected sites. Send notification letter to new sites. COMMUNITY TRANSIT will generate letter for COUNTY signature.
- 7.4 Attend CTR coordinator group meetings when scheduled.
- 7.5 Meet with COMMUNITY TRANSIT at least annually to discuss affected employer CTR programs.
- 7.6 Sign annual employer report approval/disapproval letters.
- 7.7 Attend mediation meetings with employers during program review process if necessary.
- 7.8 Review employer exemption/modification requests from analysis submitted by COMMUNITY TRANSIT. Provide direction to COMMUNITY TRANSIT on how to proceed.
- 7.9 Report to COMMUNITY TRANSIT, at least annually, all activities made to implement the CTR Plan or Ordinance with an estimation of costs.