

## **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 the **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 70A.15.4020 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 aligned 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 coordinated 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 2023; and

**WHEREAS**, under that 2023 agreement, COMMUNITY TRANSIT administered the COUNTY CTR plan and programs; and

**WHEREAS**, the 2023 agreement expires on June 30, 2025; 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 are not creating a separate legal or administrative agency under this AGREEMENT; and

**WHEREAS**, no administrator or joint board is needed or responsible for administering the duties and obligations created by this AGREEMENT; and

**WHEREAS**, no real or personal property will be held or used jointly by the PARTIES under this AGREEMENT; 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 EXHIBIT A "STATEMENT OF WORK", which is made a part of this AGREEMENT by this reference.
3. FUNDING: COMMUNITY TRANSIT shall receive all funds provided by 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: This 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, 2029.
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 rata 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, including Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259), 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 under 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 the COUNTY under 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.

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

#### **SNOHOMISH COUNTY**

\_\_\_\_\_  
Authorized Signature    Ken Klein  
Dave Somers               Executive Director  
Snohomish County Executive

\_\_\_\_\_  
Date

Approved to as to Form only:

Kasting, Justin Digitally signed by Kasting, Justin  
Date: 2025.03.11 16:09:59 -07'00'

#### **COMMUNITY TRANSIT**

\_\_\_\_\_  
Authorized Signature  
Ric Ilgenfritz  
Chief Executive Officer

\_\_\_\_\_  
Date

Approved to as to Form only:

## 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 PROGRAMS”** and outlines the tasks and responsibilities for each of the PARTIES.

#### COMMUNITY TRANSIT TASKS

##### 2. GENERAL TASKS

- 2.1 Administer the COUNTY CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100 and Chapter 30.42 SCC.

##### 3. MAINTAIN RECORDS AND DOCUMENTS

- 3.1 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.
- 3.2 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”.
- 3.3 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.

##### 4. PROVIDE CTR SERVICES TO MAJOR EMPLOYERS

- 4.1 Provide affected major 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 major

employer goals.

- 4.2 Organize the content and format of a comprehensive CTR educational program for affected major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in Snohomish County is consistent with that developed by WSDOT.
- 4.4 Provide personalized CTR program assistance to each affected employer's Employee Transportation Coordinator (ETC), managers and employees.
- 4.5 Provide opportunities for ETCs to network with the ETCs of other affected major employers.
- 4.6 Provide information and technical assistance to affected major employers in developing CTR programs. Explain legal requirements and assist with initial survey and plan implementation.
- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
- 4.8 Produce two annual rideshare campaigns and distribute campaign materials to affected major employers in promoting the campaigns.
- 4.9 Design and distribute CTR program materials to affected major employers, including new employee orientation materials, that employers may use or copy to implement, promote, and manage CTR programs.
- 4.10 Provide major 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.
- 4.11 Support CTR programs by offering supplemental services by providing a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the survey process for major employers. Provide survey workshops to ETCs during measurement years. Ensure that major employers timely receive their survey results. Offer survey follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

## 5.1 Notification of Newly Affected Sites

- 5.1.1 Work independently and with the COUNTYs appointed CTR planning coordinator to identify and engage major employers that are new or have not self-identified to the COUNTY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under Chapter 70A.15 RCW and 32.40 SCC.
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create timeline for implementation of a major employer worksite commute trip reduction program and create the required legal file.
- 5.1.5 Provide guidance and technical assistance to support performance of a baseline measurement consistent with the rules established by WSDOT under RCW 70A.15.4060 within ninety (90) days of designation as a major employer
- 5.1.6 Provide guidance and technical assistance to support newly designated major employers in developing and submitting a worksite commute trip reduction program within ninety (90) days after receiving the results of the baseline measurement. The program must be implemented within ninety (90) days after approval by the COUNTY.
- 5.1.7 Coordinate with the COUNTY to address major employers that do not respond to outreach or demonstrate a good faith effort to create, implement, and maintain a CTR worksite program.

## 5.2 Employee Surveying

- 5.2.1 Notify affected major employers of biennial employee surveying periods.
- 5.2.2 Provide ETCs with access and training for administering employee surveys using WSDOT's survey system or through alternate methods approved by WSDOT.
- 5.2.3 Ensure affected major employers make employee surveys available to employees for two weeks, with an optional third week if necessary to increase response rates.
- 5.2.4 Ensure affected major employers make a good-faith effort to reach target response rates.

### 5.3 Worksite Program Reports

- 5.3.1 Notify affected major employers when biennial program reports are due and provide affected major employers with limited direct assistance accessing and using WSDOT submission platforms.
- 5.3.2 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.
- 5.3.3 For sites that failed to make progress toward the goal of reducing commute trips, follow up with ETCs and other designated managers and/or staff to identify and add worksite commute trip reduction program modifications that are likely to support improved progress toward the goal.
- 5.3.4 Forward modified worksite commute trip reduction programs to the COUNTY with recommendation of approval or disapproval.
- 5.3.5 Generate letters for use by the COUNTY when approving or not approving modified worksite commute trip reduction programs of affected major employers.

### 5.4 Exemptions & Modification

- 5.4.1 Receive major employer requests for exemption to CTR requirements and modification of approved CTR programs (herein after EXEMPTIONS and MODIFICATIONS). A copy of the requests received will be sent to the COUNTY.
- 5.4.2 Forward a copy of requests for EXEMPTIONS and MODIFICATIONS to WSDOT for comment.
- 5.4.3 Review and analyze requests for EXEMPTIONS and MODIFICATIONS and provide a recommendation to the COUNTY for approval.
- 5.4.4 Generate and send response if directed by the COUNTY.

### 5.5 Records Maintenance

- 5.5.1 Maintain database and master file records on all affected major employers and worksites.

## 6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the COUNTY for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR major employer outreach and marketing efforts with the COUNTY, participating Snohomish County cities, and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinator appointed by the COUNTY to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer CTR programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinator from the COUNTY and Snohomish County cities as needed. This group will function as an information, coordination, and collaboration group for CTR activities.
- 6.5 Communicate the progress of affected major employer worksite CTR programs to the COUNTY.
- 6.6 Meet at least annually with the COUNTY CTR planning coordinator to discuss major employer worksite commute trip reduction programs in unincorporated Snohomish County.
- 6.7 Facilitate coordination with the COUNTY and Snohomish County cities to develop comprehensive and aligned four (4)-year commute trip reduction plans for 2029 - 2033 and a related community engagement process if required by WSDOT.

## 7. REPORTING

- 7.1 Submit a CTR administrative workplan describing the work COMMUNITY TRANSIT will do to deliver CTR programs in the COUNTY and Snohomish County cities; submitted no later than September of odd numbered years, covering the next two years. Made available for COUNTY review as directed.
- 7.2 Submit quarterly status reports and invoices to WSDOT in a manner and format approved by WSDOT including documentation of the work completed over the previous quarter, along with proposed efforts for the upcoming quarter. Made available for COUNTY review as directed.

## **COUNTY TASKS**

### **8. GENERAL TASKS**

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the COUNTY's CTR plan and ordinance.
- 8.2 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.
- 8.3 Appoint and maintain a CTR planning coordinator to liaise with COMMUNITY TRANSIT regularly. Notify COMMUNITY TRANSIT upon reassigning the CTR planning coordinator role.
- 8.4 Attend CTR planning coordinator group meetings when scheduled.
- 8.5 Notify COMMUNITY TRANSIT of potential CTR-affected major employers as they are identified; confirming the total set of known major employers with COMMUNITY TRANSIT at least annually through CTR planning coordination.
- 8.6 Assist Community Transit in addressing major employers that do not respond to outreach or fail to demonstrate a good faith effort to create, implement, or maintain a worksite commute trip reduction program; providing additional resources, sending notification letters, facilitating meetings, or implementing compliance measures as necessary.
- 8.7 Sign major employer commute trip reduction program approval/disapproval letters.
- 8.8 Attend mediation meetings with major employers during program review process if necessary.
- 8.9 Review major employer exemption/modification requests from analysis submitted by COMMUNITY TRANSIT. Provide direction to COMMUNITY TRANSIT on how to proceed.
- 8.10 Actively engage in the common 2029-2033 jurisdictional commute trip reduction plan update process facilitated by Community Transit. Ensure adherence to WSDOT guidelines. Work collaboratively with Snohomish County cities and Community Transit to allocate necessary resources, adhere to common timelines, and produce required deliverables.