

## INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. **CHANGE IN FUNDING**: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. **TERMINATION**: The CITIES and/or 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:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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 CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.
- D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

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 this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

*Ric Ilgenfritz*

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

8/12/2025

\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

\_\_\_\_\_  
Date

**CITY OF MONROE**

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Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

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Date

**CITY OF MOUNTLAKE TERRACE**

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Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

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Date

**CITY OF MUKILTEO**

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Authorized Signature  
Joe Marine  
Mayor of Mukilteo

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Date

## EXHIBIT “A”

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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 CITIES’ CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

##### 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 CITIES 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.
- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

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

#### 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 CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
- 4.2 Organize the content and format of a comprehensive CTR educational program for major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
- 4.4 Provide tailored ongoing educational, technical, and promotional assistance to support Employee Transportation Coordinators (ETCs) and employment site CTR programs.
- 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 development.
- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
- 4.8 Produce two annual transportation option campaigns and distribute campaign materials.
- 4.9 Design and distribute CTR program materials, including new employee orientation materials, which major 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 program materials for employees upon request.

- 4.11 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

### 5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a 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 CITY.
- 5.1.7 Coordinate with CITIES 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 goal.
- 5.3.3 For sites that failed to make progress, 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 CTR program goals.
- 5.3.4 Forward modified worksite commute trip reduction programs to the appropriate CITY with recommendation of approval or disapproval.
- 5.3.5 Generate letters for use by the CITIES 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 exemptions or modifications and send copy of request to CITIES.
- 5.4.2 Copy request to WSDOT for comment.
- 5.4.3 Review and analyze request and provide comments to CITIES; CITIES review analysis and provide directions to COMMUNITY TRANSIT.

5.4.4 Generate and send response if directed so by CITIES.

## 6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the CITIES for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the 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 CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES 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 CITIES review as directed.

## **CITIES TASKS**

### **8. GENERAL TASKS**

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR plan and ordinance.
- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
- 8.3 Appoint 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 by 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 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 2029-2033 jurisdictional commute trip reduction plan update process facilitated by COMMUNITY TRANSIT. Ensure adherence to WSDOT guidelines. Work collaboratively with COMMUNITY TRANSIT to allocate necessary resources, adhere to common timelines, and produce required deliverables.

## INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. **CHANGE IN FUNDING**: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. **TERMINATION**: The CITIES and/or 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:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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.
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10. **INDEMNIFICATION:**
  - A. COMMUNITY TRANSIT shall protect, hold harmless, indemnify, and defend, at its own expense, the CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.
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13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

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

\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

Signed by:  
  
\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

6/27/2025  
\_\_\_\_\_  
Date

**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

\_\_\_\_\_  
Date

**CITY OF MONROE**

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Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

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Date

**CITY OF MOUNTLAKE TERRACE**

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Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

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Date

**CITY OF MUKILTEO**

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Authorized Signature  
Joe Marine  
Mayor of Mukilteo

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Date

## EXHIBIT "A"

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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##### 2. GENERAL TASKS

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- 3.3 All costs charged to the CTR Account, including any approved services contributed by the CITIES 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.
- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

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

#### 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 CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
- 4.2 Organize the content and format of a comprehensive CTR educational program for major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
- 4.4 Provide tailored ongoing educational, technical, and promotional assistance to support Employee Transportation Coordinators (ETCs) and employment site CTR programs.
- 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 development.
- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
- 4.8 Produce two annual transportation option campaigns and distribute campaign materials.
- 4.9 Design and distribute CTR program materials, including new employee orientation materials, which major 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 program materials for employees upon request.

- 4.11 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

### 5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a 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 CITY.
- 5.1.7 Coordinate with CITIES 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 goal.
- 5.3.3 For sites that failed to make progress, 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 CTR program goals.
- 5.3.4 Forward modified worksite commute trip reduction programs to the appropriate CITY with recommendation of approval or disapproval.
- 5.3.5 Generate letters for use by the CITIES 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 exemptions or modifications and send copy of request to CITIES.
- 5.4.2 Copy request to WSDOT for comment.
- 5.4.3 Review and analyze request and provide comments to CITIES; CITIES review analysis and provide directions to COMMUNITY TRANSIT.

5.4.4 Generate and send response if directed so by CITIES.

## 6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the CITIES for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the 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 CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES 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 CITIES review as directed.

## **CITIES TASKS**

### **8. GENERAL TASKS**

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR plan and ordinance.
- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
- 8.3 Appoint 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 by 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 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 2029-2033 jurisdictional commute trip reduction plan update process facilitated by COMMUNITY TRANSIT. Ensure adherence to WSDOT guidelines. Work collaboratively with COMMUNITY TRANSIT to allocate necessary resources, adhere to common timelines, and produce required deliverables.

## **INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS**

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. **CHANGE IN FUNDING**: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. **TERMINATION**: The CITIES and/or 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:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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 CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.
- D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

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 this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

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

\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

DocuSigned by:  
  
\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

7/8/2025  
\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

\_\_\_\_\_  
Date

**CITY OF MONROE**

---

Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

---

Date

**CITY OF MOUNTLAKE TERRACE**

---

Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

---

Date

**CITY OF MUKILTEO**

---

Authorized Signature  
Joe Marine  
Mayor of Mukilteo

---

Date

## EXHIBIT “A”

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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 CITIES’ CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

##### 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 CITIES 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.
- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

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

#### 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 CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
- 4.2 Organize the content and format of a comprehensive CTR educational program for major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
- 4.4 Provide tailored ongoing educational, technical, and promotional assistance to support Employee Transportation Coordinators (ETCs) and employment site CTR programs.
- 4.5 Provide opportunities for ETCs to network with the ETCs of other affected major employers.
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- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
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- 4.10 Provide major employers with access to information, materials, and programs that will enable them to adequately promote CTR programs.

Produce customized program materials for employees upon request.

- 4.11 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

### 5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a 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 CITY.
- 5.1.7 Coordinate with CITIES 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.

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- 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 goal.
- 5.3.3 For sites that failed to make progress, 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 CTR program goals.
- 5.3.4 Forward modified worksite commute trip reduction programs to the appropriate CITY with recommendation of approval or disapproval.
- 5.3.5 Generate letters for use by the CITIES 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 exemptions or modifications and send copy of request to CITIES.
- 5.4.2 Copy request to WSDOT for comment.
- 5.4.3 Review and analyze request and provide comments to CITIES; CITIES review analysis and provide directions to COMMUNITY TRANSIT.

5.4.4 Generate and send response if directed so by CITIES.

## 6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the CITIES for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the 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 CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES 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 CITIES review as directed.

## **CITIES TASKS**

### **8. GENERAL TASKS**

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR plan and ordinance.
- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
- 8.3 Appoint 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 by 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 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 2029-2033 jurisdictional commute trip reduction plan update process facilitated by COMMUNITY TRANSIT. Ensure adherence to WSDOT guidelines. Work collaboratively with COMMUNITY TRANSIT to allocate necessary resources, adhere to common timelines, and produce required deliverables.

## **INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS**

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. **CHANGE IN FUNDING**: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. **TERMINATION**: The CITIES and/or 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:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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 CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.

D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

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 this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

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

\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

Signed by:  
  
\_\_\_\_\_  
F10758AAA7E9463  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

7/15/2025  
\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

\_\_\_\_\_  
Date

**CITY OF MONROE**

---

Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

---

Date

**CITY OF MOUNTLAKE TERRACE**

---

Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

---

Date

**CITY OF MUKILTEO**

---

Authorized Signature  
Joe Marine  
Mayor of Mukilteo

---

Date

## EXHIBIT “A”

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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 CITIES’ CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

##### 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 CITIES 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.
- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

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

#### 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 CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
- 4.2 Organize the content and format of a comprehensive CTR educational program for major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
- 4.4 Provide tailored ongoing educational, technical, and promotional assistance to support Employee Transportation Coordinators (ETCs) and employment site CTR programs.
- 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 development.
- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
- 4.8 Produce two annual transportation option campaigns and distribute campaign materials.
- 4.9 Design and distribute CTR program materials, including new employee orientation materials, which major 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 program materials for employees upon request.

- 4.11 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

### 5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a 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 CITY.
- 5.1.7 Coordinate with CITIES 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 goal.
- 5.3.3 For sites that failed to make progress, 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 CTR program goals.
- 5.3.4 Forward modified worksite commute trip reduction programs to the appropriate CITY with recommendation of approval or disapproval.
- 5.3.5 Generate letters for use by the CITIES 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 exemptions or modifications and send copy of request to CITIES.
- 5.4.2 Copy request to WSDOT for comment.
- 5.4.3 Review and analyze request and provide comments to CITIES; CITIES review analysis and provide directions to COMMUNITY TRANSIT.

5.4.4 Generate and send response if directed so by CITIES.

## 6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the CITIES for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the 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 CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES 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 CITIES review as directed.

## **CITIES TASKS**

### **8. GENERAL TASKS**

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR plan and ordinance.
- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
- 8.3 Appoint 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 by 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 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 2029-2033 jurisdictional commute trip reduction plan update process facilitated by COMMUNITY TRANSIT. Ensure adherence to WSDOT guidelines. Work collaboratively with COMMUNITY TRANSIT to allocate necessary resources, adhere to common timelines, and produce required deliverables.

## INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. **CHANGE IN FUNDING**: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. **TERMINATION**: The CITIES and/or 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:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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 CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.
- D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

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 this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

**CITY OF ARLINGTON**

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

\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

\_\_\_\_\_  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

**CITY OF MARYSVILLE**

DocuSigned by:  
  
\_\_\_\_\_  
77ADF363AF504F4...  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

6/27/2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF MONROE**

---

Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

---

Date

**CITY OF MOUNTLAKE TERRACE**

---

Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

---

Date

**CITY OF MUKILTEO**

---

Authorized Signature  
Joe Marine  
Mayor of Mukilteo

---

Date

## EXHIBIT “A”

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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 CITIES’ CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

##### 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.
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- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

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

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- 4.1 Provide affected major employers with access to information and services, which will enable them to plan, implement, and manage CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
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- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
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- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
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Produce customized program materials for employees upon request.

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- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

### 5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a 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 CITY.
- 5.1.7 Coordinate with CITIES 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 goal.
- 5.3.3 For sites that failed to make progress, 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 CTR program goals.
- 5.3.4 Forward modified worksite commute trip reduction programs to the appropriate CITY with recommendation of approval or disapproval.
- 5.3.5 Generate letters for use by the CITIES 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 exemptions or modifications and send copy of request to CITIES.
- 5.4.2 Copy request to WSDOT for comment.
- 5.4.3 Review and analyze request and provide comments to CITIES; CITIES review analysis and provide directions to COMMUNITY TRANSIT.

5.4.4 Generate and send response if directed so by CITIES.

## 6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the CITIES for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the 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 CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES 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 CITIES review as directed.

## **CITIES TASKS**

### **8. GENERAL TASKS**

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR plan and ordinance.
- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
- 8.3 Appoint 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 by 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 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 2029-2033 jurisdictional commute trip reduction plan update process facilitated by COMMUNITY TRANSIT. Ensure adherence to WSDOT guidelines. Work collaboratively with COMMUNITY TRANSIT to allocate necessary resources, adhere to common timelines, and produce required deliverables.

## INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. **CHANGE IN FUNDING**: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. **TERMINATION**: The CITIES and/or 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:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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 CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.
- D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

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 this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

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

\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

DocuSigned by:  
  
\_\_\_\_\_  
A8AE51528DE9478...  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

7/29/2025  
\_\_\_\_\_  
Date

**CITY OF MONROE**

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Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

---

Date

**CITY OF MOUNTLAKE TERRACE**

---

Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

---

Date

**CITY OF MUKILTEO**

---

Authorized Signature  
Joe Marine  
Mayor of Mukilteo

---

Date

## EXHIBIT “A”

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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 CITIES’ CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

##### 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 CITIES 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.
- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

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

#### 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 CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
- 4.2 Organize the content and format of a comprehensive CTR educational program for major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
- 4.4 Provide tailored ongoing educational, technical, and promotional assistance to support Employee Transportation Coordinators (ETCs) and employment site CTR programs.
- 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 development.
- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
- 4.8 Produce two annual transportation option campaigns and distribute campaign materials.
- 4.9 Design and distribute CTR program materials, including new employee orientation materials, which major 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 program materials for employees upon request.

- 4.11 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

### 5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a 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 CITY.
- 5.1.7 Coordinate with CITIES 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.

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- 5.2.1 Notify affected major employers of biennial employee surveying periods.
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- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
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- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
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## **CITIES TASKS**

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- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
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- 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 employer exemption / modification requests from analysis submitted by COMMUNITY TRANSIT. Provide direction to COMMUNITY TRANSIT on how to proceed.
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**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
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5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
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applicable WSDOT allocation amount by WSDOT.

7. **SEVERABILITY:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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.
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10. **INDEMNIFICATION:**
  - A. COMMUNITY TRANSIT shall protect, hold harmless, indemnify, and defend, at its own expense, the CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.

D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

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 this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

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

\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

\_\_\_\_\_  
Date

**CITY OF MONROE**

DocuSigned by:  
*Geoffrey Thomas*  
2DA917D5C1EC452...  
\_\_\_\_\_  
Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

7/2/2025  
\_\_\_\_\_  
Date

**CITY OF MOUNTLAKE TERRACE**

\_\_\_\_\_  
Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

\_\_\_\_\_  
Date

**CITY OF MUKILTEO**

\_\_\_\_\_  
Authorized Signature  
Joe Marine  
Mayor of Mukilteo

\_\_\_\_\_  
Date

## EXHIBIT “A”

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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 CITIES’ CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

##### 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 CITIES 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.
- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

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

#### 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 CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
- 4.2 Organize the content and format of a comprehensive CTR educational program for major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
- 4.4 Provide tailored ongoing educational, technical, and promotional assistance to support Employee Transportation Coordinators (ETCs) and employment site CTR programs.
- 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 development.
- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
- 4.8 Produce two annual transportation option campaigns and distribute campaign materials.
- 4.9 Design and distribute CTR program materials, including new employee orientation materials, which major 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 program materials for employees upon request.

- 4.11 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

### 5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a 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 CITY.
- 5.1.7 Coordinate with CITIES 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 goal.
- 5.3.3 For sites that failed to make progress, 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 CTR program goals.
- 5.3.4 Forward modified worksite commute trip reduction programs to the appropriate CITY with recommendation of approval or disapproval.
- 5.3.5 Generate letters for use by the CITIES 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 exemptions or modifications and send copy of request to CITIES.
- 5.4.2 Copy request to WSDOT for comment.
- 5.4.3 Review and analyze request and provide comments to CITIES; CITIES review analysis and provide directions to COMMUNITY TRANSIT.

5.4.4 Generate and send response if directed so by CITIES.

## 6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the CITIES for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the 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 CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES 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 CITIES review as directed.

## **CITIES TASKS**

### **8. GENERAL TASKS**

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR plan and ordinance.
- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
- 8.3 Appoint 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 by 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 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 2029-2033 jurisdictional commute trip reduction plan update process facilitated by COMMUNITY TRANSIT. Ensure adherence to WSDOT guidelines. Work collaboratively with COMMUNITY TRANSIT to allocate necessary resources, adhere to common timelines, and produce required deliverables.

## INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. **CHANGE IN FUNDING**: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. **TERMINATION**: The CITIES and/or 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:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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 CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.

D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

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 this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

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

\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

\_\_\_\_\_  
Date

**CITY OF MONROE**

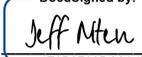
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Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

---

Date

**CITY OF MOUNTLAKE TERRACE**

DocuSigned by:  
  
4E2B3792DC2A476...

---

Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

6/27/2025

---

Date

**CITY OF MUKILTEO**

---

Authorized Signature  
Joe Marine  
Mayor of Mukilteo

---

Date

## EXHIBIT "A"

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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 CITIES' CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

##### 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.
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## 5. CTR ADMINISTRATION AND REPORTING

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- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the 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 CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES 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 CITIES review as directed.

## **CITIES TASKS**

### **8. GENERAL TASKS**

- 8.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR plan and ordinance.
- 8.2 Coordinate proposed amendments to CTR plans, municipal codes, and administrative guidelines with COMMUNITY TRANSIT who will facilitate coordination with the Washington State Department of Transportation and the Transportation Demand Management Technical Committee.
- 8.3 Appoint 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 by 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 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 2029-2033 jurisdictional commute trip reduction plan update process facilitated by COMMUNITY TRANSIT. Ensure adherence to WSDOT guidelines. Work collaboratively with COMMUNITY TRANSIT to allocate necessary resources, adhere to common timelines, and produce required deliverables.

## **INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS**

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter collectively referred to as the **CITIES** and individually as **CITY**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70A.15.4020 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans, and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion, and energy use; and

**WHEREAS**, the CITIES and COMMUNITY TRANSIT are authorized pursuant to RCW 70A.15.4020(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES and other Snohomish County jurisdictions to develop aligned CTR plans and ordinances that have been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a coordinated manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the implementation and administration of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby

COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; 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;

**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 the "STATEMENT OF WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. **FUNDING**: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. **CHANGE IN FUNDING**: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from WSDOT. If WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in the CITIES and any amendments to this AGREEMENT that may be required.
5. **AGREEMENT PERIOD**: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the AGREEMENT. The term of this AGREEMENT shall be from the effective date until June 30, 2029.
6. **TERMINATION**: The CITIES and/or 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:** One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms of conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a city from this AGREEMENT is declared severable.
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 CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, 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 CITIES or their elected and appointed officials, officers, employees or agents.

Individually, each CITY shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance by that CITY under this Agreement, including claims by the state, and that CITY'S employees or third

parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT or another CITY, 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.
- D. Survivability: The indemnification obligations under this Section 10, including the waiver of immunity under the Industrial Insurance Act, shall survive the expiration or termination of this AGREEMENT. Such obligations shall remain enforceable to the fullest extent permitted by law.

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 this provision was specifically negotiated and agreed upon.

12. FILING/POSTING: Pursuant to RCW 39.34.040, a fully executed copy of this AGREEMENT shall be recorded with the office of the County Auditor and/or posted by subject on a PARTY's website.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Snohomish County Superior Court.

**IN WITNESS WHEREOF**, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

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

\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Don Vanney  
Mayor of Arlington

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Kyle Stannert  
Bothell City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
Mike Rosen  
Mayor of Edmonds

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Christine Frizzell  
Mayor of Lynnwood

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor of Marysville

\_\_\_\_\_  
Date

**CITY OF MONROE**

---

Authorized Signature  
Geoffrey Thomas  
Mayor of Monroe

---

Date

**CITY OF MOUNTLAKE TERRACE**

---

Authorized Signature  
Jeff Niten  
Mountlake Terrace City Manager

---

Date

**CITY OF MUKILTEO**

Signed by:  
  
0CD06524141545E...

---

Authorized Signature  
Joe Marine  
Mayor of Mukilteo

6/30/2025

---

Date

## EXHIBIT "A"

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe, and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

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 CITIES' CTR plans and programs according to the provisions of RCW 70A.15.4000 – 4100.

##### 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 CITIES 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.
- 3.4 If a CITY receives a public records request (PRR) pursuant to chapter 42.56 RCW, that includes public records potentially held by COMMUNITY TRANSIT as part of this Statement of Work, a copy of the PRR shall be given to

COMMUNITY TRANSIT. The CITY and COMMUNITY TRANSIT will coordinate disclosure of any public records responsive to the PRR under chapter 42.56 RCW.

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

#### 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 CTR programs in a way that implements the CITIES' CTR plans and ordinances and meets individual major employer goals.
- 4.2 Organize the content and format of a comprehensive CTR educational program for major employers and jurisdictions.
- 4.3 Ensure that the comprehensive CTR educational program in the CITIES is consistent with that developed by WSDOT.
- 4.4 Provide tailored ongoing educational, technical, and promotional assistance to support Employee Transportation Coordinators (ETCs) and employment site CTR programs.
- 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 development.
- 4.7 Coordinate and facilitate employer networking, employer peer reinforcement, and employer recognition programs.
- 4.8 Produce two annual transportation option campaigns and distribute campaign materials.
- 4.9 Design and distribute CTR program materials, including new employee orientation materials, which major 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 program materials for employees upon request.

- 4.11 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program, employer transit pass program, and Guaranteed Ride Home program.
- 4.12 Take the lead in coordinating the data collection process for major employers. Provide training to ETCs on data collection methodology. Ensure that major employers timely receive their worksite survey results and offer follow-up meetings to all major employers.

## 5. CTR ADMINISTRATION AND REPORTING

### 5.1 Notification of Newly Affected Sites as defined by CITY ordinance

- 5.1.1 Partner with the CITIES appointed CTR planning coordinators to identify and engage major employers that are new or have not self-identified to their CITY or COMMUNITY TRANSIT.
- 5.1.2 Confirm that the site meets the criteria for a CTR affected major employer under RCW 70A.15.4010
- 5.1.3 Secure a state ID code from WSDOT.
- 5.1.4 Create a 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 CITY.
- 5.1.7 Coordinate with CITIES 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 goal.
- 5.3.3 For sites that failed to make progress, 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 CTR program goals.
- 5.3.4 Forward modified worksite commute trip reduction programs to the appropriate CITY with recommendation of approval or disapproval.
- 5.3.5 Generate letters for use by the CITIES 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 exemptions or modifications and send copy of request to CITIES.
- 5.4.2 Copy request to WSDOT for comment.
- 5.4.3 Review and analyze request and provide comments to CITIES; CITIES review analysis and provide directions to COMMUNITY TRANSIT.

5.4.4 Generate and send response if directed so by CITIES.

## 6. COORDINATION

- 6.1 Serve as liaison between WSDOT and the CITIES for the purposes of Chapter 70A.15 RCW.
- 6.2 Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies to create a comprehensive CTR program.
- 6.3 Collaborate directly with the CTR planning coordinators appointed by the CITIES to work with affected major employers to facilitate the timely development, submission, implementation, and revision of affected major employer worksite commute trip reduction programs.
- 6.4 Coordinate and facilitate CTR planning coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 6.5 Help CITIES monitor the progress of affected major employers after worksite CTR programs are implemented.
- 6.6 Meet at least annually with each CITY CTR planning coordinator to discuss major employer CTR programs in each jurisdiction.
- 6.7 Facilitate coordination with the 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 CITIES; submitted no later than September of odd numbered years, covering the next two years. Made available for CITIES review as directed.
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## **CITIES TASKS**

### **8. GENERAL TASKS**

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- 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 employer exemption / modification requests from analysis submitted by COMMUNITY TRANSIT. Provide direction to COMMUNITY TRANSIT on how to proceed.
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## Certificate Of Completion

Envelope Id: 2A42244B-9D41-4444-A3E6-DADE8FDB3401

Status: Completed

Subject: Complete with Docusign: CTR Jurisdiction ILA (Community Transit)

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Phillip Jefferies

AutoNav: Enabled

201 S Jackson St

Envelopeld Stamping: Enabled

# 326

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98104

phillip.jefferies@commtrans.org

IP Address: 67.168.104.63

## Record Tracking

Status: Original

Holder: Phillip Jefferies

Location: DocuSign

6/27/2025 10:59:50 AM

phillip.jefferies@commtrans.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Central Puget Sound Regional Location: Docusign

Transit Authority - ORCA Program

## Signer Events

### Signature

### Timestamp

Don Vanney

Signed by:

Sent: 6/27/2025 1:00:07 PM

donv@arlingtonwa.gov

Viewed: 6/27/2025 1:54:11 PM

Security Level: Email, Account Authentication (None)

Signed: 6/27/2025 1:54:42 PM

Signature Adoption: Pre-selected Style

Using IP Address: 206.208.65.146

## Electronic Record and Signature Disclosure:

Accepted: 6/27/2025 1:54:11 PM

ID: ea4ed453-20ee-4ac9-b94a-a355a14f4781

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

Sarah Lopez

**COPIED**

Sent: 6/27/2025 1:00:07 PM

slopez@arlingtonwa.gov

Viewed: 6/27/2025 1:03:29 PM

Security Level: Email, Account Authentication (None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

6/27/2025 1:00:07 PM

Certified Delivered

Security Checked

6/27/2025 1:54:11 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	6/27/2025 1:54:42 PM
Completed	Security Checked	6/27/2025 1:54:42 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Central Puget Sound Regional Transit Authority - ORCA Program (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO Central Puget Sound Regional Transit Authority - ORCA Program:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [brian@mtxb2b.com](mailto:brian@mtxb2b.com)

**To advise Carahsoft OBO Central Puget Sound Regional Transit Authority - ORCA Program of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [brian@mtxb2b.com](mailto:brian@mtxb2b.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO Central Puget Sound Regional Transit Authority - ORCA Program**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [brian@mtxb2b.com](mailto:brian@mtxb2b.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Central Puget Sound Regional Transit Authority - ORCA Program**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [brian@mtxb2b.com](mailto:brian@mtxb2b.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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