Transportation Demand Management Implementation Agreement	
Washington State Department of Transportation 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 Contact Person: Kathy Johnston 360-705-7845	***Contractor*** **City of Everett** 3225 Cedar St. Everett, WA 98201 Contact Person: Tom Hingson 425-257-8939
Project Cost: State Funds **$146,058** Contractor Funds **$ 0** Total Project Cost **$146,058**	**Federal ID #:** 91-6001248 Scope of Project: As set forth in Exhibit 1, Project Scope of Work.
Agreement Number: GCB2750	**UPIN:** PTTD811
Term of Project: July 1, 2017 through June 30, 2019	**Service Area:** Everett

This AGREEMENT is entered into by the Washington State Department of Transportation, hereinafter referred to as "WSDOT" and the Contractor identified above, hereinafter referred to as "CONTRACTOR", and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES."

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the state's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers ("GTEC") in Washington State; and

WHEREAS, RCW 47.06.050 requires that when planning capacity and operational improvements, the State's first priority is to assess strategies to enhance the operational efficiency of the existing system, and states that strategies to enhance the operational efficiencies include, but are not limited to, access management, transportation system management, and demand management ("Strategies"); and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, the Legislature has directed the State to increase the integration of public transportation and the highway system, to facilitate coordination of transit services and planning, and to maximize opportunities to use public transportation to improve the efficiency of transportation corridors (RCW 47.01.330); and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State of Washington in its Sessions Laws of 2017, Chapter 313 Section 220 (6) and (7), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2017-2019 biennial appropriations to WSDOT; and

WHEREAS the WSDOT Public Transportation Division is responsible for administering funds on behalf of the Washington State Legislature;

NOW, THEREFORE, in consideration of terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit 1, "Project Scope of Work," and Exhibit 2, "Project Progress Reports," Exhibit 3, Invoice Voucher Template and Exhibit 4, Final Project Progress Report, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521 through RCW 70.94.555, hereinafter known as the "Project."

B. If this AGREEMENT is used as match for any other related projects with federal funds, in addition to the requirements of Sections 1 through 22 of this AGREEMENT, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations consistent with the requirements imposed by use of the federal funds on any such related project(s), including but not limited to Title 23 of the U.S. Code, Highways, as applicable, the regulations issued pursuant thereto, 2 CFR Part 200, and 2 CFR Part 1201. The CONTRACTOR must also assume full responsibility for compliance with Federal Highway Administration's (FHWA) Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273, which may be found here, https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf , and any amendments thereto; and/or the Federal Transit Administration Master Agreement 23, which may be found here, https://www.transit.dot.gov/sites/fta.dot.gov/files/FTA%20Master%20Agreement%20FY2017%20-%2010-1-2016.pdf, and any amendments thereto.

Section 2
Scope of Work

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in Exhibit 1, "Project Scope of Work," attached hereto and by this reference is incorporated into this AGREEMENT.

Section 3
Term of Project

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

Section 4
Project Costs

The total reimbursable cost to accomplish the Project Scope of Work shall not exceed the "State Funds" detailed in the caption space header above titled "Project Costs." The CONTRACTOR agrees to expend eligible "State Funds" together with any "Contractor Funds" identified above in the caption space header "Project Costs," in an amount sufficient to complete the Project as detailed in Exhibit 1, "Project Scope of Work." If at any time the CONTRACTOR becomes aware that the cost that it expects to incur in the performance of this AGREEMENT will differ from the amount indicated in the caption space titled "Project Costs" above, the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination.

Section 5
Reimbursement and Payment

A. Payment will be made with State Funds by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the Project period. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 7 – Progress Reports may delay payment. The CONTRACTOR must submit an invoice using either State of Washington Form A-19 (Invoice Voucher), a copy of which is attached hereto as Exhibit 3 and by this reference incorporated into this AGREEMENT or a format approved by WSDOT. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

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

Section 6
Project Records

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

Section 7
Progress Reports

The CONTRACTOR shall submit quarterly progress reports to WSDOT so that WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. The progress reports shall be prepared as prescribed by WSDOT on the forms provided in Exhibit 2, "Project Progress Report" and/or as provided and modified by WSDOT staff, attached hereto and by this reference incorporated into this AGREEMENT. The CONTRACTOR shall provide a final progress report, as prescribed in Exhibit 4, "Final Project Progress Report" and/or as provided by WSDOT staff, attached hereto and by this reference incorporated into this AGREEMENT, with any changes to the form applied according to the agreement modification process in Section 9. Progress reports shall be submitted to WSDOT no later than forty-five (45) days from the end of each calendar quarter.

Section 8
Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project final payment date. However, in case of audit or litigation extending past that six (6) years period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that the CONTRACTOR and any subcontractors of CONTRACTOR comply with the provisions of this section and provide, WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 9
Agreement Modifications

A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Project. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto, provided, however, that changes to the project title, federal ID number, UPIN the contact person of either PARTY, or dollar amount changes that do not affect the project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

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

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

Section 10
Recapture Provision

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

Section 11
Disputes

A. If the PARTIES cannot resolve by mutual agreement, a dispute arising from the performance of this AGREEMENT the CONTRACTOR may submit a written detailed description of the dispute to the WSDOT Public Transportation Division's Statewide Transportation Demand Management Programs Manager or the WSDOT Public Transportation Statewide Transportation Demand Management Programs Manager's designee who will issue a written decision within ten calendar (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive unless within ten calendar (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. In connection with any such appeal the CONTRACTOR shall be afforded an opportunity to offer material in support of its position. The CONTRACTOR's appeal shall be decided in writing within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

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

Section 12
Termination

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

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

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

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

4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

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

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

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

Section 13
Forbearance by WSDOT Not a Waiver

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

Section 14
Waiver

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

Section 15
WSDOT Advice

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

Section 16
Limitation of Liability and Indemnification

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the acts or omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

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

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

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

Section 17
Governing Law, Venue, and Process

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

Section 18
Compliance with Laws and Regulations

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

Section 19
Severability

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

Section 20
Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart, and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

Section 21
Execution

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

Section 22
Binding Agreement

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

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Firas Ali for

Brian Lagerberg, Director
Public Transportation Division

11-15-17

Date

CONTRACTOR

Authorized Representative

Title

Print Name

Date

APPROVED AS TO FORM BY:

Susan Cruise

Assistant Attorney General

9/11/2017

Date

CITY OF EVERETT

Ray Stephanson

Ray Stephanson

Mayor

10/30/2017

Date

Attest:

Sharon Fuller

Sharon Fuller
City Clerk

10/30/2017

Date

Approved as to form only:

Tim Benitez, Deputy

James D. Iles
City Attorney

10.30.17

Date

EXHIBIT 1
Project Scope of Work

Commute Trip Reduction (CTR)

1. Scope of Work

A. Administrative Work Plan

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

1. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
2. The administrative work plan budget shall identify how the CONTRACTOR will use the state funds provided in this AGREEMENT for each task. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT that will be used to complete each task.
3. The administrative work plan must be approved in writing by the WSDOT Project Manager, and shall be incorporated as a written amendment to the AGREEMENT. The administrative work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR and shall be incorporated as a written amendment to this AGREEMENT.

B. Work to be Performed

The county or city, whichever applies, has enacted or will enact a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521 through RCW 70.94.555. The CONTRACTOR agrees to implement a CTR program based on the approved administrative work plan and the draft or adopted local CTR plan and to comply with all provisions of the applicable county or city ordinance.

C. Use of State Funds for Incentives//

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

D. Quarterly Progress Reports and Invoices

The CONTRACTOR agrees to submit to WSDOT complete quarterly progress reports, as specified by WSDOT in Section 7 – Progress Reports of the AGREEMENT, in Exhibit 2, "Project Progress Report", and as integrated with the deliverables identified in the administrative work plan, along with all invoices in accordance with Section 5 – Reimbursement and Payment of the AGREEMENT. All invoices shall be complete and accurately reflect actual State funded expenditures. Only those activities identified in the CONTRACTOR'S approved administrative work plan will be reimbursed by WSDOT.

E. Final Progress Report

The CONTRACTOR agrees to submit to WSDOT a final progress report, a template of which is attached hereto as Exhibit 4, "Final Project Progress Report," to replace the last quarterly progress report in the period of the AGREEMENT. The final progress report shall provide an estimate of any

other financial resources not provided in this AGREEMENT that were used to complete each task and shall provide a list of the funds provided in this AGREEMENT that were disbursed by the CONTRACTOR to its eligible contracting partner(s).

F. Funding Distribution
The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, and Metropolitan Planning Organizations or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR and/or GTEC, plans as applicable, and as authorized by RCW 70.94.544, and by ordinances adopted pursuant to RCW 70.94.527(5).

G. Implementation Plans
The CONTRACTOR shall incorporate appropriate sections of the Project Scope of Work and incentives guidance, as well as the approved administrative work plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR and/or GTEC plans, and in compliance with applicable ordinances.

H. Appeals and Modifications
The CONTRACTOR shall maintain an appeals process consistent with the Administrative Procedures section contained in the CTR Guidelines which may be obtained from WSDOT or found at http://www.wsdot.wa.gov/Transit/CTR/law.htm.

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

J. Survey Coordination
The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for commute trip reduction employer surveys.

K. Planning Data
The CONTRACTOR agrees to provide WSDOT with the program goals established for newly affected worksites when they are established by the local jurisdiction. The CONTRACTOR agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.

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

EXHIBIT 2
Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		**Date:**	
Organization:		**Agreement number:**	
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: *(from administrative work plan)*	•		
Completed activities this quarter			
•			
Planned activities for next quarter			
•			
Describe issues, risks or challenges and resolutions			
•			
Estimated expenditures of state funds for this quarter			
•			

EXHIBIT 3
Invoice Voucher Template

Washington State Department of Transportation

MINORITY BUSINESSES
MARK BOX(ES) IF APPROPRIATE

M ☐%
W ☐%
E ☐%

INVOICE VOUCHER

Email a scan of the signed original with supporting documents if required to PTDInvoices@wsdot.wa.gov and Cc to the assigned Community Liaison

Subject: 0 0

VENDOR OR CLAIMANT (WARRANT TO BE PAYABLE TO)	**VENDOR'S CERTIFICATE.** I hear by certify under penalty of perjury that the items and total listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and / or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age. BY (SIGNATURE IN INK)
FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (for reporting personal service contract payments to I.R.S)	TITLE DATE

INSTRUCTIONS TO VENDOR OR CLAIMANT: Show complete detail for each item below.

DATE	DESCRIPTION	CURRENT EXPENDITURES
	TDM Implementation/Administration and Employer Support	
	Employer Training/Networking	
	Total Billed This Period	**$0.00**

AGREEMENT	PROGRAM DESCRIPTION	BILLING PERIOD	INVOICE NUMBER
	2015-17 TDM Implementation		0

FOR WSDOT ONLY

ACCOUNTING CLASSIFICATION

JOB NUMBER	WORK OP	SUB OBJ	ORG NUMBER	NET AMOUNT	VOUCHER #
2P6773-	0723	NZ13	631020	$0.00	

Reviewed by Community Liaison Date

Approved by Business Services Staff Date

EXHIBIT 4
Final Project Progress Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2015-2017	**Date:**	
Organization:		**Agreement number:**	GCB
Biennial targets	Estimate of drive-alone trips to reduce to meet goal: •		
Deliverables: *(from administrative work plan)*	•		
Describe your progress on each of your deliverables this biennium.			
•			
Did you meet your targets for this biennium? Why or why not?			
What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction's CTR plan(s) and/or work plans/scope of work?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s) and/or work plans/scope of work?			
•			
How do you measure the performance of your strategies?			
•			
What did you learn this biennium?			
•			
What would help you be more successful in the future? Please be specific (If it's more resources, how much and what would they be for, etc.).			
•			

For each of the strategies in your administrative work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected outcomes	Performance measures	Outcomes met?	Why or why not?

If your organization used other financial resources besides state CTR funds to implement the activities in your administrative work plan for this agreement, please provide the information below.

Source of local funds	Estimated funds spent this agreement	How the funds were used
Total local funds:		

If your organization disbursed any state CTR funds to other organizations to implement the activities in your administrative work plan for this agreement, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this agreement	Purpose of disbursal
Total disbursement:		

Agreement EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET #8

PROJECT TITLE:
Transportation Demand Management Implementation Agreement with the Washington State Department of Transportation to support employee incentive programs to reduce single occupant vehicle commute trips for participating employers in the City

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Transportation Services
Contact Person	Tom Hingson
Phone Number	425-257-8939
FOR AGENDA OF	October 25, 2017

Initialed by:
Department Head _____
CAA dlo
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
		Agreement GCB2750	Transportation Services

Amount Budgeted	-0-	Revenue $146,058.00 from July 2017-June 2019
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
Everett Transit will receive $146,058.00 from the Washington State Department of Transportation through the Transportation Demand Management Implementation Agreement GCB2750. The funds may be used from July 1, 2017, through June 30, 2019. These funds support employee incentive programs to reduce single occupant vehicle commute trips for participating employers in the City.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Transportation Demand Management Implementation Agreement with the Washington State Department of Transportation to support employee incentive programs to reduce single occupant vehicle commute trips for participating employers in the City.

Council approved 10-25-17 J.P.