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	**Contractor** **City of Redmond** **PO Box 97010** **Redmond, WA 98073** Contact Person: Gloria Newby
	Federal ID #: 91-6001492
Project Costs: State Funds $194,346 Contractor Funds $0 Total Project Cost $194,346	**Scope of Project:** Carry out the Project as described in Exhibit I, Project Scope of Work
Agreement Number: **GCA6893**	
Term of Project: **July 1, 2011 through June 30, 2013**	**Service Area: Redmond**

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 the Commute Trip Reduction programs, including the Growth and Transportation Efficiency Centers 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 2011, chapter 367, Section 220(8) and (9), 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 2011-2013 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 I, "Project Scope of Work" and Exhibit II, "Project Progress Reports", which are both incorporated and made a part of this AGREEMENT, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
Purpose of Agreement

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."

Section 2
Scope of Work

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in Exhibit I, "Project Scope of Work," which by this reference is incorporated into this AGREEMENT as if fully set forth herein.

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 I, "Project Scope of Work." If at any time the CONTRACTOR becomes aware that the cost which 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 provided that 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 and that are accompanied by progress reports and financial summaries as required in Section 7 – Progress Reports. 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 V 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. The CONTRACTOR shall submit an invoice by July 15, 2012, for any unreimbursed eligible expenditures incurred between July 1, 2011, and June 30, 2012. 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. The CONTRACTOR shall submit a final invoice to WSDOT no later than July 15, 2013. Any invoice received after July 15, 2013 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 II, "Project Progress Report" and/or as provided and modified by WSDOT staff. The CONTRACTOR shall provide a final progress report, as prescribed in Exhibit III, "Final Project Progress Report" and/or as provided and modified by WSDOT staff. 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.

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. Such right of recapture shall exist for a period not to exceed three (3) years following termination or expiration of this AGREEMENT. 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 Public Transportation Division's Statewide Transportation Demand Management Programs Manager or the 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 (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

WSDOT, at its sole discretion, may suspend or terminate this AGREEMENT in whole, or in part, for the reasons following:

A. The CONTRACTOR materially breaches, or fails to perform any of the requirements of this AGREEMENT and after fourteen (14) days written notice, has failed to cure the condition(s) causing that breach. Conditions of breach may include, but are not limited to:

1. Any action taken by the CONTRACTOR without WSDOT approval, which under the provisions of this AGREEMENT, required WSDOT approval;
2. Failure to perform in the manner called for under this AGREEMENT; or
3. Failure to comply with any provision of this AGREEMENT;

B. The CONTRACTOR is prevented from proceeding with this AGREEMENT 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;

C. The requisite State funding is reduced or becomes unavailable through failure of appropriation or otherwise;

D. WSDOT determines that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;

E. WSDOT, at its sole discretion, determines to accept a request made in writing by the CONTRACTOR to terminate this AGREEMENT in whole or in part; or

F. WSDOT determines that suspension or termination is in the best interests of the State.

If this AGREEMENT is terminated under subsections B, C, D, E, and/or F of this Section, the CONTRACTOR may be reimbursed only for actual, eligible direct and related indirect expenses incurred prior to the date of termination, and then only to the extent of awarded funds. If this AGREEMENT is terminated under subsection A of this Section, the WSDOT shall not be obligated to provide any additional reimbursement, and WSDOT shall retain all rights to seek recapture or damages from the CONTRACTOR.

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 negligent 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 negligent 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. The CONTRACTOR hereby accepts service of process by registered mail consistent with RCW 4.28.080(1) or (2) as applicable

Section 18
Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable State and Federal 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 (ADA), Public Law 101-336, 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 entitity(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

By: Cathy Silins
for Brian Lagerberg
Director, Public Transportation

Date: 10/25/2011

CONTRACTOR

By: John Marchione

Print Name: _____

Title: _____
Who certifies proper authority to execute this AGREEMENT on behalf of the CONTRACTOR

Date: 10/14/11

Approved as to form only:

By: Susan Cruise
Assistant Attorney General

Date: July 15, 2011

EXHIBIT I
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.

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 approved and locally adopted CTR or GTEC plans. These 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 will be used to complete each task.
3. The administrative work plan must be approved in writing by the WSDOT Project Manager and signed by the CONTRACTOR, and shall be incorporated as a written amendment to the AGREEMENT. The work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

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-.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. 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 II, "Project Progress Report", and as integrated with the deliverables indentified 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.

D. Final Progress Report
The CONTRACTOR agrees to submit to WSDOT a final progress report as shown in Exhibit III, "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 the 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).

E. 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/GTEC plans and ordinances as authorized by RCW 70.94.527(5) and RCW 70.94.544 .

F. Implementation Plans
The CONTRACTOR shall incorporate appropriate sections of the Project Scope of Work and Incentives Guidance, as well as the approved Work Plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of the CTR/GTEC plans, and compliance with applicable ordinances.

G. Appeals and Modifications
The CONTRACTOR shall maintain an appeals process consistent with this AGREEMENT and applicable ordinances, and procedures contained in the Commute Trip Reduction Guidelines which may be obtained from WSDOT or found at http://www.wsdot.wa.gov/tdm/.

H. Coordination with Regional Transportation Planning Organizations (RTPO)
The CONTRACTOR shall coordinate the development and implementation of its CTR/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/GTEC plan and programs to the RTPO upon request.

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

J. 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.

K. 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 II
Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		**Date:**	
Organization:		**Agreement number:**	GCA
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: *(from 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 III
Final Project Progress Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2011-2013	**Date:**	
Organization:		**Agreement number:**	GCA
Biennial targets	Estimate of drive-alone trips to reduce to meet goal: •		
Deliverables: *(from 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)?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
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	Total 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:		

RECEIVED
OCT 24 2011
Public Transportation Office