

**TRANSPORTATION DEMAND  
MANAGEMENT 2015-17  
AGREEMENT BETWEEN  
CITY OF TACOMA AND PIERCE TRANSIT**

**THIS AGREEMENT** (hereinafter "Agreement" or "Contract"), is made and entered into effective as of the 1st day of July, 2015 ("Effective Date"), by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION**, dba Pierce Transit, a Washington state public transportation benefit area corporation, (hereinafter referred to as "CONTRACTOR" or "TRANSIT").

**RECITALS**

**WHEREAS**, RCW 70.94.521 through RCW 70.94.555 directs the State, local governments and major employers to reduce air pollution, fuel use, and traffic congestion through transportation demand management (TDM) activities including commute trip reduction programs; 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**, 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 provides funding for Public Transportation, TDM and Commute Trip Reduction (CTR) programs and through appropriations to the Washington State Department of Transportation (WSDOT); and

**WHEREAS**, the WSDOT Public Transportation Division is responsible for administering the appropriated funds; and

**WHEREAS**, by Agreement Number GCB2151 dated July 1, 2015, WSDOT provided funding to CITY to be used solely for activities to accomplish the policy purposes of RCW 70.094.521, hereinafter known as the "Project;" and

**WHEREAS**, pursuant to RCW 70.94.527 the CITY has the authority to enter into agreements with local transit agencies to coordinate the development and implementation of TDM and CTR plans; and

**WHEREAS**, Pierce Transit is a local transit agency governed by a ten-member Board of Commissioners, which Board includes elected officials representing thirteen jurisdictions, including the City of Tacoma, Pierce County and one non-voting Union Representative; and

**WHEREAS**, CITY wishes to enter into this Agreement with TRANSIT for TRANSIT to coordinate the development and implementation of the Project.

**NOW, THEREFORE** in consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

**1. Purpose**

The purpose of this Agreement is for CITY to provide funding to TRANSIT to be used solely for activities undertaken to implement CITY's Project and other activities that support that work.

**2. Scope of Services/Work**

A. TRANSIT agrees to perform all designated tasks of the Project under this Agreement as described in Exhibit A, Scope of Work, attached hereto and incorporated herein and as described in Exhibit B, WSDOT Guidance attached hereto and incorporated herein.

**3. Term**

- A. All services shall be satisfactorily completed by June 30, 2017 and this Agreement shall expire on said date unless mutually extended in writing by the Parties.
- B. In the event this Agreement is signed subsequent to its Effective Date, all Terms and Conditions herein shall operate retroactively to the Effective Date.

**4. Funding and Compensation**

A. The sole funding for this Agreement is funds obtained by CITY from WSDOT. Funding under this Agreement is dependent upon CITY's receipt of funds from WSDOT in accordance with the provisions of Agreement No. GCB2151. The total funding from CITY to TRANSIT under this Agreement shall not exceed

\$68,000 without written amendment to this Agreement.

- B. TRANSIT will be compensated on a quarterly basis upon CITY's receipt of TRANSIT's report and a properly completed invoice in the form shown on Exhibit C establishing TRANSIT's satisfactory performance of the deliverables contained on Exhibit A.
- C. TRANSIT shall submit quarterly invoices using the invoice voucher contained at Exhibit C for reimbursement of services completed and/or deliverables furnished during the previous quarter. Upon CITY'S request, TRANSIT shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.
- D. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E. The CITY may withhold payment to TRANSIT for any services or deliverables not performed as required hereunder until such time as TRANSIT modifies such services or deliverables to the satisfaction of the CITY.
- F. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G. In the event TRANSIT incurs cost in excess of the sum authorized for service under this Contract, TRANSIT shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and TRANSIT shall have no claim against the CITY on account thereof.

## 5. Project Records

TRANSIT 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 costs incurrent 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.

## 6. Agreement Administration and Right to Audit

- A. The Office of Environmental Policy and Sustainability/Diane Wiatr for the CITY shall have primary responsibility for contract administration and approval of services to be

performed by TRANSIT, and shall coordinate all communications between TRANSIT and the CITY.

- B. TRANSIT shall, at such times and in such form as the CITY may reasonably require, but not less than quarterly, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY's request, TRANSIT shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Contract.

## **7. Progress Reports**

TRANSIT shall submit to CITY quarterly progress reports so that CITY and WSDOT may adequately and accurately assess the progress made under the terms of this Agreement. The progress reports shall be submitted in the form approved by WSDOT, as is contained at Exhibit D. Quarterly progress reports for the first seven (7) quarters are to be submitted to CITY no later than thirty-five (35) days from the end of each calendar quarter. TRANSIT shall also submit to CITY a Final Project Progress Report in a form approved by WSDOT. The Final Project Progress Report shall be submitted to CITY no later than fifteen (15) days from the expiration of this Agreement.

## **8. Independent Contractor Status**

- A. The services and deliverables shall be furnished by TRANSIT as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to TRANSIT. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of TRANSIT's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of TRANSIT. TRANSIT may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, TRANSIT agrees to hold the CITY harmless from those costs, including attorney's fees.

- 9. TRANSIT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing

herein.

**10. Records Retention**

TRANSIT shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

**11. Notices**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

| CITY   | TRANSIT  |
|--|--|
| Diane Wiatr<br>City of Tacoma<br>326 E. D<br>Tacoma, WA 98421                | Sharon Stockwell<br>Pierce Transit<br>3701 96 <sup>th</sup> St. SW<br>Lakewood, WA 98499 |
| Phone: 253-591-5380  | Phone: 253-581-8112  |
| Fax: 253-502-2107  | Fax: 253-444-2559  |
| e-mail: <a href="mailto:dwiatr@cityoftacoma.org">dwiatr@cityoftacoma.org</a> | e-mail: <a href="mailto:sstockwell@piercetransit.org">sstockwell@piercetransit.org</a>   |

**12. Termination and Suspension**

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to TRANSIT. TRANSIT may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by TRANSIT pursuant to this Contract shall be provided to the CITY. In the event CITY or TRANSIT terminates this Contract due to the CITY's own reasons and without cause due to TRANSITs actions or omissions, the CITY shall pay the TRANSIT the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to TRANSIT. TRANSIT may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CITY. Such notice shall

indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to TRANSIT'S reasonable expenses and shall be subject to verification. TRANSIT shall resume performance of services under this Contract without delay when the suspension period ends.

- C. Termination or suspension of this Contract by CITY or TRANSIT shall not constitute a waiver of any claims or remaining rights the CITY may have against TRANSIT relative to performance hereunder.

### 13. Indemnification

- A. TRANSIT shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. TRANSIT specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, TRANSIT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. TRANSIT RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the indemnified party. This indemnification shall survive the termination of this Contract.

### 14. Insurance

During the course and performance of the services herein specified, TRANSIT will maintain at least the following insurance coverage:

- A. Workers' Compensation and employer's liability --statutory limits.
- B. Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written

notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain. TRANSIT may demonstrate a program of self-insurance in satisfaction of this insurance requirement.

**15. Nondiscrimination**

TRANSIT agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

**16. Conflict of Interest**

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations.

The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

**17. City ownership of Work/Rights in Data and Publications:**

- A. To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested

by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

## 18. Public Disclosure

- A. This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements of sub-section B herein, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B. If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

## 19. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other



remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

## 20. Miscellaneous Provisions

- A. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement. This Contract and the attached Exhibits, as may be modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification. No modification or amendment of this Contract shall be effective unless set forth in writing and signed by the Parties.

H. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

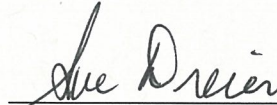
**IN WITNESS WHEREOF** the parties hereto have accepted and executed this Contract as of the day and year first written above.

**CITY OF TACOMA**

  
\_\_\_\_\_

Mark Lauzier, Assistant City Manager

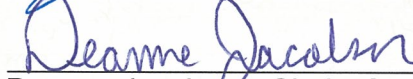
**PIERCE TRANSIT**

  
\_\_\_\_\_

Sue Dreier, Chief Executive Officer

  
\_\_\_\_\_

Wayne Fanshier, Chief Financial Officer

  
\_\_\_\_\_

Deanne Jacobson, Clerk of the Board

Tax ID: \_\_\_\_\_

Address:

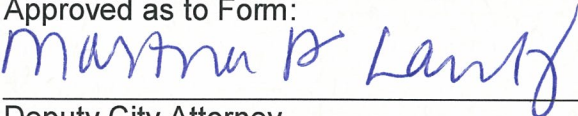
3701 96<sup>th</sup> Street SW  
Lakewood, WA 98499

  
\_\_\_\_\_

Andrew Cherullo, Finance Director

12/15/2015  
MPL

Approved as to Form:

  
\_\_\_\_\_

Deputy City Attorney

  
\_\_\_\_\_

Michael P. Slevin III, P.E., Director of  
Environmental Services

**EXHIBIT A  
PIERCE TRANSIT STATEMENT OF WORK  
FOR TRANSPORTATION DEMAND MANAGEMENT 2015-2017**

**OBJECTIVES**

The City of Tacoma will coordinate and administer the distribution of funds described in RCW 70.94.521-551. The Washington State Department of Transportation (WSDOT) will provide funds to the CITY to assist in the CITY'S 2015-2017 implementation of Transportation Demand Management (TDM) programs. The CITY will provide funds to TRANSIT for the purpose of implementing and administrating TDM programs including Commute Trip Reduction plans. Funds provided to the parties of this AGREEMENT are to be used solely for activities undertaken to fulfill the requirements of the ACT. The CITY will serve as a liaison between the WSDOT and TRANSIT.

**1. ROLE DEFINITION**

THE CITY is primarily responsible for assisting employers with program development, program review and approval, program modifications, and penalties. The CITY is responsible for overall monitoring of CTR activities within its jurisdiction. The affected jurisdiction is responsible for identifying affected employers, reviewing appeals, and communicating changes in the law. The CITY may transfer primary responsibility of any particular item in this agreement to Pierce Transit upon satisfactory settlement, which may or may not result in additional funding between the two parties.

TRANSIT is primarily responsible for employer training regarding the law; transportation services including bus, train/light rail, carpool, vanpool, bicycle, walk, compressed work week schedules, telework, and other program support elements; program implementation assistance; ongoing contact with employers to assist with program elements; and marketing efforts including development of materials and outreach.

**2. ADMINISTRATIVE WORK PLAN**

TRANSIT agrees to assist the CITY with the development of the WSDOT required administrative work plan.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to implementation strategies for the CTR Efficiency Act and other strategies as defined in approved and locally adopted CTR or CTR Downtown Tacoma Pilot

Alternative 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.

- B. The administrative work plan budget shall identify how TRANSIT will use the state funds provided in this AGREEMENT to complete work plan tasks associated with TRANSIT responsibilities.
- C. The administrative workplan, upon completion to the mutual satisfaction of CITY and TRANSIT, shall be adopted by the parties and fully incorporated into the Agreement.

### **3. EMPLOYER DATABASE MAINTENANCE**

TRANSIT will maintain a database of contact information for all CTR participating employers and employee transportation coordinators in Pierce County. The main purpose of this database will be for distributing materials and countywide communication pieces.

### **4. AFFECTED EMPLOYER CTR PROGRAM DEVELOPMENT**

The CITY will be primarily responsible for all affected employer CTR program development activities. Program development activities include, but are not limited to: (1) leading the effort to meet with employers prior to the CTR program submittals by employers, (2) working collaboratively with employers in accordance with the CTR Guidelines when making recommendations to employers regarding the best mix of site-specific CTR strategies, (3) reviewing employer CTR programs, (4) making a determination of employer program acceptability, and assisting employers with required reporting and surveying .

From a coordination standpoint, TRANSIT will notify the CITY of all meetings to be held with employers and about any issues that arose during those meetings. The CITY will decide whether or not to attend those meetings. The CITY will follow the same procedure and TRANSIT will decide whether or not to attend meetings set up by the CITY.

The CITY will request TRANSIT's comments on affected employer CTR programs as needed. TRANSIT's comments will focus on the relevance of specific CTR strategies cited in the employer CTR programs in terms of the ability of the affected employer to meet its CTR goals.

### **5. ONGOING SUPPORT, WORKSHOPS, AND TRAINING**

TRANSIT will meet regularly with the Employee Transportation Coordinators (ETCs) to review the effectiveness of their specific programs. TRANSIT will establish the format, structure, overall responsibilities, and logistics of this effort. TRANSIT effort will include, but will not be limited to,

training/workshops in specific areas (such as carpooling, vanpooling, teleworking, etc.), problem solving, conflict resolution, and general idea sharing. The CITY will assist TRANSIT in establishing a procedure and forum for ongoing ETC support for affected employers within its jurisdiction.

Newly affected employers will be provided with the opportunity to attend training sessions that are provided by TRANSIT in association with affected jurisdictions. TRANSIT will develop and maintain a training program including appropriate training materials that can be used to train new ETCs and employer representatives. The training program will be modified by TRANSIT based on the feedback received by the participants of previous sessions and by the affected jurisdictions. Training will occur (1) on an ad-hoc basis upon an employer's designation as affected, (2) on an individual basis as new ETCs are designated, and (3) in group settings when a need is demonstrated.

During TRANSIT's ongoing employer contacts for program implementation assistance, ETCs and employer representatives will be directed to contact the CITY for information regarding program modification, program review, the law, reporting, surveying and penalties.

## **6. PROGRAM IMPLEMENTATION**

The CITY and TRANSIT will continue to meet with employers to provide ongoing support and to assist in the implementation of the services provided for in their approved CTR programs. Employer meetings will be attended by both the CITY and TRANSIT whenever possible.

TRANSIT will take the lead maintaining coordination with the CITY in assisting employers in such CTR Program implementation services as:

- Ridematch services for carpools and vanpools.
- Carpool and vanpool formation and operation.
- Commuter information centers or assistance with custom orders.
- Bus/train/light rail information and trip planning.
- Support services such as transportation events and marketing materials.
- Marketing material development.
- Emergency Ride Home administration.

The CITY will take the lead maintaining coordination with TRANSIT in assisting employers in such CTR Program implementation services as:

- Reporting requirements.
- Employer surveys and other survey instruments useful to employers.
- Parking management programs specific to individual employer site needs.

**7. INTERAGENCY COORDINATION**

The CITY and TRANSIT will participate in all meetings of the Pierce County Transportation Demand Management/CTR Technical Work Group.

The CITY and TRANSIT will notify each other at least monthly of all contacts with employers.

The CITY will provide TRANSIT with copies of employer reports and survey results.

**8. MARKETING**

TRANSIT will provide the following marketing activities:

- Assist with transportation events at employment sites to encourage employee participation in high-occupancy vehicle (HOV) alternatives and to assist in the promotion of employer offered HOV services and incentives.
- Maintain a commute options website for commuters and employers located in Tacoma.
- Prepare marketing brochures or other informational pieces on all various program elements and services as needed, and distribute them to affected CTR employers and other interested employers within the affected jurisdiction.
- Assist employers with their marketing efforts.
- Ensure adequate supplies of materials are provided for commuter information centers at affected employer locations.
- Respond to transit requests made directly by CTR-affected employers.
- Collaborate with the CITY on the CTR Downtown Pilot Alternative Program and Downtown on the Go on programs and marketing materials
- Assist with Bike Month and the annual Bike Swap event at the University of Puget Sound.

**9. PROJECT PROGRESS REPORTING**

TRANSIT will provide quarterly progress reports to the CITY using EXHIBIT D regarding its activities that directly relate to the CTR program within the geographical limits of the City of Tacoma. These reports are due eight (8) days after the end of the quarter. For the first seven (7) quarters these reports are due no later than thirty-five (35) days from the end of each calendar quarter. The Final Project Progress Report is due no later than fifteen (15) days from the expiration of this Agreement. The reports will contain

a minimum of the following elements:

- A summary of the employer contacts that were made during the quarter.

- A copy of the updated phone/fax/e-mail employer list.
- Expenditures by budget categories for funds expended by TRANSIT during the previous quarter for the purpose of CTR implementation.
- A summary of CTR events, projects, training, and employer assistance for the quarter.
- A summary of marketing materials developed and produced.
- Any other key deliverables outlined in the WSDOT approved work plan.

**EXHIBIT "B"**  
**WSDOT GUIDANCE**

**WSDOT Guidance for TDM Incentives**

WSDOT recognizes that government must always carefully steward public money and trust. This guidance establishes standards for contractor use of WSDOT administered funds to promote non-single occupancy vehicle modes of travel. Grantees/contractors that receive WSDOT administered funds are required to follow this guidance.

- 1. Any incentives or rewards purchased with WSDOT administered funds must be consistent with these standards. Incentive or reward expenses inconsistent with these standards will not be reimbursed.**
- 2. TDM program funded incentives and rewards:**
  - Must be earned before they are received, except for programs that provide financial subsidies for efficient trips (subsidized bus passes, carpool parking discounts, etc.)
  - Must directly relate to future non-single occupancy vehicle commute/trips and costs. For example, bus pass and vanpool discounts for future trips, money for employers that purchase efficient commute infrastructure like a new bicycle rack, carpool/vanpool parking signs, etc.
  - May not include incentives like VISA gift cards; general retail gift cards like Starbucks or Target or sweepstakes prizes like trips, fine dining or electronics. Cash incentives are never permissible. If your organization provides these types of rewards and incentives using non-WSDOT program funds or donations, you may propose the use of state-provided funds for project administration and marketing. If using donation or other -sourced funds for such incentives, the state should not be identified on promotional or outreach materials.
- 3. Communicate the personal and lasting benefits people receive when they choose alternatives to driving alone.**

In promotional materials, highlight the personal benefits that everyone receives. If you choose to emphasize incentives or prizes, that message should complement rather than substitute for messaging about the more important and universal benefits.

Personal benefit examples include: you will improve your health, reduce your stress, save time, save money, help protect air and water quality, reduce greenhouse gas emissions, save enough money on parking to buy three lattes, receive a free or reduced-price transit pass, or park in vanpool space close to the front door.

*This incentive guidance is effective with the 2013-2015 contracts. WSDOT wants to hear from our grantees/contractors about past practices and incentive ideas that would effectively promote travel mode behavior change. The guidance could be updated based upon feedback.*

*Effective date: July 2013.*



**Exhibit C**



Invoice Voucher

| MINORITY BUSINESSES         |                            |
|-----------------------------|----------------------------|
| MARK BOX(ES) IF APPROPRIATE |                            |
| M                           | <input type="checkbox"/> % |
| W                           | <input type="checkbox"/> % |
| E                           | <input type="checkbox"/> % |

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|--|--|--|--|
| VENDOR OR CLAIMANT (WARRANT TO BE PAYABLE TO)<br>agency<br>address<br>city, state ZIP<br><br>contact name Phone # <u>email</u> |  | VENDOR'S CERTIFICATE. I here 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.<br><br>BY (SIGNATURES IN INK) |  |
| FEDERAL I.D. NUMBER OR SOCIAL SECURITY NUMBER (FOR REPORTING PERSONAL SVCS. CONTRACT PAYMENT TO IRS) 00-0000000                |  | TITLE _____ DATE _____   |  |

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

| DATE | DESCRIPTION        | CURRENT EXPENDITURES | EXPENDITURES TO DATE |
|------|--------------------|----------------------|----------------------|
|      | TDM Implementation |                      |                      |
|      |                    |                      |                      |
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|      |                    |                      |                      |
|      |                    |                      |                      |
|      |                    |                      |                      |
|      |                    |                      |                      |

**Total Billed This Period**

|                  |  |                       |
|------------------|--|-----------------------|
| <b>AGREEMENT</b> | <b>INVOICE</b>   |                       |
| <b>XXXX</b>      | <b>DESCRIPTION Transportation Demand Management Implementation (TDM)</b> | <b>BILLING PERIOD</b> |

**ACCOUNTING CLASSIFICATION**

| JOB NUMBER     | WORK OP | ACCOUNT OJB | SUB OJB | ORG. NUMBER | CONTROL SECTION EQUIPMENT NUMBER ORDER NUMBER | FEDERAL NON-PARTICIPATING | NET AMOUNT |
|----------------|---------|-------------|---------|-------------|---|---------------------------|------------|
| 1P0000-00      | 0723    | NZ13        |         | 631020      |   |                           |            |
| <b>TOTAL →</b> |         |             |         |             |   |                           |            |

|  |  |      |                                    |  |                |
|--|--|------|------------------------------------|--|----------------|
| SIGNATURE OF APPROVING AUTHORITY       |  | DATE | RECEIVING VERIFICATION (SIGNATURE) |  | DATE RECEIVED  |
| CHECKED AND APPROVED FOR PROCESSING BY |  | DATE | WARRANT NUMBER                     |  | VOUCHER NUMBER |

**EXHIBIT "D" Project**

**Progress Report**

**TDM (CTR) Pilot Quarterly Project Report**

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