

INTERLOCAL AGREEMENT
FOR
COMMUTE TRIP REDUCTION

- I. Effective Date: July 1, 2017.
- II. Parties: City of Vancouver, a municipal corporation of the State of Washington; and

Clark County ("the County"), a municipal corporation of the State of Washington;

City of Camas, a municipal corporation of the State of Washington;
and,

City of Washougal, a municipal corporation of the State of Washington
- III. Recitals:
- A. In 2006 the Washington legislature passed the " Commute Trip Reduction (CTR) Efficiency Act requiring local governments in urban area with traffic congestion to develop programs that reduce drive-alone trips and vehicle miles traveled per capita. The CTR Efficiency Act amended the 1991, Commute Trip Reduction Law, codified as §70.94.521-.551 RCW.
- B. As required by § 70.94.527(1) RCW of the CTR law as amended, the parties have adopted Commute Trip Reduction ordinances and plans for the purpose of reducing the number of commute trips to work in single occupant vehicles, alleviating air pollution, reducing energy consumption, and addressing traffic congestion problems.

- C. As authorized under the CTR law and the Interlocal Cooperation Act, Chapter 39.34 RCW, the parties desire to enter into this Agreement to achieve and maintain compliance with the requirements of the CTR law.

NOW, THEREFORE, BE IT RESOLVED that in consideration of covenants, conditions, performances, and promised hereinafter set forth, the parties hereto agree as follows:

- IV. Purpose. The purpose of this Agreement is to establish a mechanism for ensuring compliance with the CTR law, to enable the parties of this Agreement to meet the statutory requirements by the applicable deadlines, and to specifically provide for the definition and coordination of each of the tasks for which the parties to this Agreement will be responsible in achieving the goals and requirements of the CTR law.

- V. Funding.
 - A. The City of Vancouver will utilize funds received from the Washington State Department of Transportation in the manner described in the *2017-2019 Commute Trip Reduction Work Plan* that is attached hereto and incorporated herein, by this reference, as part of this Agreement. The City of Vancouver is authorized to redistribute funds as necessary due to changes in program responsibilities and would do so using an amendment to this agreement if necessary.

 - B. The expenditure of funds is subject to the requirements of Washington State Department of Transportation guidelines.

 - C. The parties to this Agreement shall use best efforts to jointly apply for additional grant funds to support continued and coordinated implementation of the CTR law.

- VI. Service Provisions. Funds provided to the parties under this Agreement shall be used exclusively for activities undertaken to fulfill the requirements of §§70.94.521-.551 RCW and to implement the tasks as described in the *2017-2019 Commute Trip Reduction Work Plan*.

- VII. Agreement Period. The effective date of this Agreement shall be July 1, 2017. The termination date shall be June 30, 2019.
- VIII. Coordination of Work: Each of the parties to this Agreement agrees to use its best efforts to coordinate with the other parties hereto in order to best achieve the purposes of the CTR law.
- IX. Disbursement Provisions:
- A. Acting as Program Administrator, the City of Vancouver shall submit an invoice, with an estimate of expenditures by budget categories used by the City for all state CTR funds expended for the purpose of CTR implementation. The period for which these invoices cover all expenses can be determined by the party submitting the invoices, but shall not be submitted more frequently, or cover periods of less than three months.
 - B. The City of Vancouver shall submit progress reports, to be forwarded to the Washington State Department of Transportation, accompanying the invoices for covered expenses. These reports should summarize:
 - 1. Recent CTR events and projects;
 - 2. A detailed summary of implementation assistance provided to affected employers within each jurisdiction;
 - 3. A list of scheduled CTR events, projects, and implementation assistance to be provided to affected employers including all CTR training classes
 - C. All invoiced items shall be exclusively for activities undertaken to fulfill the requirement of §70.94.521-.551 RCW and in accordance with Washington State Department of Transportation guidelines on the expenditure of funds. Such funds may only be used to implement tasks as described in the *2017-2019 Commute Trip Reduction Work Plan*.

- X. Employment Provisions: There shall be no discrimination against any employee who is paid by the funds indicated in the Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rate of pay or other forms of compensation, and selection for training.
- XI. Agreement Modifications. The governing bodies of the parties hereto may request modifications to this Agreement. Any such changes that are mutually agreed upon by the parties hereto shall be incorporated herein by written amendment of this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and that any oral understanding or agreements not incorporated herein shall not be binding.
- XII. Hold Harmless: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or that of its officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that neither the State of Washington nor the parties to this Agreement are liable for damage or claims for damages arising from any subcontractor's performance or activities under the terms of the contracts.
- XIII. Governing Law and Venue: The 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. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Clark County, Washington.

XIV. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

XV. Recapture Provision:

A. In the event that a party fails to expend state funds in accordance with state law and/or the provisions of this Agreement, the City of Vancouver reserves the right to recapture state funds in an amount equal to the extent of noncompliance.

B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the Agreement. Repayment by the party of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the City of Vancouver is required to institute legal proceedings to enforce the recapture provision, the City of Vancouver shall be entitled to its cost thereof, including reasonable attorney's fees, to be compensated by the party.

C. This Agreement shall be subordinate to and governed by all provisions and terms contained in the *Commuter Trip Reduction Implementation Agreement* between City of Vancouver and the Washington State Department of Transportation attached hereto

XVI. Reduction in Funds: The City of Vancouver may unilaterally terminate all or part of this agreement, or may reduce its scope of work or budget under this Agreement, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this Agreement.

XVII. Americans with Disabilities Act of 1990, Public Law 101-336 (ADA): Parties to this Agreement must comply with the ADA, which provides comprehensive civil rights

protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

XVIII. Termination: Notwithstanding any provisions of this Agreement, any party may terminate their participation in this Agreement by providing written notice of such termination to all other parties, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by any party and not otherwise paid for prior to the effective date of such termination shall be made according to the terms of this Agreement.



XIX. Property: All equipment, property, or improvement used to effectuate this Agreement shall become the sole property of the Party who provided the equipment, property, or improvement.

IN WITNESS THEREOF the undersigned entities have executed this Agreement as of the date and year written below.


City of Vancouver

Approved as to Form only:

AUTHORIZED SIGNATURE:

By:  By:  12.8.17
Bronson Potter, City Attorney Eric Holmes, City Manager Date

Attest:

By: 
Natasha Ramras, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Clark County

Approved as to Form only:

AUTHORIZED SIGNATURE:

By: _____

By: _____

Deputy Prosecuting Attorney

Chair, Clark County Commissioners Date

City of Camas

Approved as to Form only:

AUTHORIZED SIGNATURE:

By: _____

By: _____

City Attorney

Mayor / City Manager

Date

City of Washougal

Approved as to Form only:

AUTHORIZED SIGNATURE:

By: _____

By: _____

City Attorney

Mayor / City Manager

Date

ATTACHMENTS: *2017-2019 Commute Trip Reduction Work Plan*

COMMUTE TRIP REDUCTION WORK PLAN

For the Interlocal Agreement
covering the
2017-2019 Biennium
July 1, 2017 - June 30, 2019

COMMUTE TRIP REDUCTION WORK PLAN

I. Introduction

The purpose of this work plan is to establish commute trip reduction (CTR) task descriptions and responsibilities, and associated budgets for each public agency party to the Interlocal Agreement, effective July 1, 2017 – June 30, 2019, between the City of Vancouver, Clark County, City of Camas and City of Washougal.

The work plan is divided into four sections: Introduction, Agency Task Descriptions and Responsibilities, Major Goals and Budget.

II. Agency Task Descriptions and Responsibilities

City of Vancouver:

TASK	PURPOSE/GOAL
Employee Transportation Coordinator Networking Meetings	To keep ETC's updated with current information, motivated and trained. Attendance goal – 75%.
Plan CTR regional promotional campaigns and provide the messaging and content for the campaign promotional materials. Additionally participate in any statewide CTR campaigns	Keep the employees at the CTR participating worksites aware of the benefits of alternative commute options and current campaigns to encourage trying an alternative commute
Identify and notify worksites that may be affected by the CTR law	Employer worksites with 100+ employees that work between 6-9AM are required by law to participate in the CTR program. The CTR Jurisdiction representatives are to contact those worksites to verify its status and notify the employer if it is a CTR affected worksite.
Conduct ETC Basic Training workshops at least once/year. More workshops will be added if the need exists.	Fulfill the WSDOT requirement to provide ETC Basic Training using the ETC Handbook template provided by WSDOT
Administer the regional Emergency Ride Home (ERH) program	The ERH program provides "peace of mind insurance" to employees to help them overcome the barrier of not having a car accessible at work in the event of an emergency. The local ordinances require CTR employer worksites to offer an ERH program to its employees participating in the CTR program. The current budget supports the CTR program providing an ERH program.
Participate in CTR employer benefit fairs, transportation fairs, etc.as needed.	The CTR program is committed to supporting the worksite efforts to increase employee participation in CTR by staffing CTR information booths at employer sponsored events. ETC's are encouraged to include the CTR program at the employer

	sponsored events.
Administer the CTR Website, ClarkCommute.org	Perform quarterly updates of ClarkCommute.org assuring content, links, etc. are current.
Oversee the bi-annual employee survey process	The CTR office will coordinate with WSDOT to oversee the CTR employee survey process, making sure 100% of the CTR affected worksites comply with the CTR survey requirement. The next survey is scheduled for Spring, 2019.
Provide technical guidance and support to worksite employers in developing, implementing and/or modifying an employer's CTR program. Oversee the CTR worksite annual reporting process	Provide the training and program materials necessary for CTR affected worksites to submit a CTR Annual Program Report. This includes review of the report and recommendation to the worksites that may increase non-drive alone commutes by the employees. Once reviewed, the CTR Program Report will be submitted to the appropriate CTR Jurisdiction representative for final approval.
Submit a biennial work plan to WSDOT which outlines the major tasks and activities including, but not limited to, employer training and networking activities, employer program review, survey activities, and advertising and promotional campaigns.	Submitted with first Quarterly billing of new biennial contract (on or about October following the signing of the biennial WSDOT Transportation Demand Implementation Agreement.
Serve as a liaison between WSDOT CTR office, Clark County, City of Camas, and City of Washougal	Fulfill obligation in RCW 70.94.521.551
Coordinate with SW Washington Region Transportation Council (RTC) regarding update of CTR regional plans	Process will take place 2018-2019 based on direction received from WSDOT
Submit invoice to WSDOT on WSDOT approved invoice format along with progress reports, in the format provided in Attachment 1 of the State CTR Contract that accurately assesses the progress made by the county and affected jurisdictions in implementing RCW 70.94.521.551.	Submitted within forty-five (45) days of the end of each six month period. The final progress report filed will discuss lessons learned, challenges and barriers.

All Parties to this Agreement (as appropriate)

- A. Meet as needed with the Commute Trip Reduction Steering Group which is made up of Clark County, the City of Vancouver, the City of Camas, City of Washougal and other city jurisdictional representatives if applicable.
- B. Maintain and administer a CTR ordinance and local CTR plans for affected employers in their respective jurisdictions.

- C. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, local CTR plans, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
- D. Establish and maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. To facilitate the administration of the work described in this agreement, separate accounts shall be established and maintained within the existing accounting system or independently set up. Such accounts are referred to herein collectively as the "CTR Account". All costs charged to the CTR Account, including any approved services contributed by the jurisdictions or others, shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products, proving in proper detail, the nature and propriety of the charges.
- E. Maintain an appeals process. This process must be consistent with RCW 70.94.534(6) and procedures contained in the Commute Trip Reduction Task Force Guidelines whereby employers in the local jurisdictions may obtain an exemption or modification of CTR requirements, including the establishment of alternative SOV/VMT goals. The county, affected jurisdictions, or their designee, will submit requests for exemptions or modifications including requests for goal modifications, to the WSDOT for review and comment within five (5) days of receiving such requests. The county, affected jurisdictions, or their designee, shall not approve or deny any such request until receiving comment on the request as specified by the Clark County/WSDOT CTR Agreement under WSDOT Task, Section 2 Exemption and Modifications.

Washington State Department of Transportation, SW Region

- A. Washington State Department of Transportation is not a formal signatory to the interlocal Agreement. It has, however, provided support for commute trip reduction activities over the past ten years. It has assisted with training, surveying, developing marketing materials, and has led the effort to make Clark County's CTR program a successful county-wide effort. The Washington State Department of Transportation will be encouraged to continue its involvement and provide its expertise for local commute trip reduction efforts.

III. Major Goals

GOAL	PLAN
<p>Increase carpool and vanpool rates by 2% from 2007 baseline of 7.85% carpool rate to 9.85% (or 516 or more new daily carpool trips – actual numbers vary based on total number of employees surveying, if carpooling decreased since baseline, etc.) by 2019.</p>	<ul style="list-style-type: none"> • 50% of CTR affected worksites will host carpool matching event at the worksite • CTR staff will provide support, materials and subsidy rewards (from TRPP Performance fund) to encourage drive alone commuters to shift to carpool commute • Cultivate private/public partnerships featuring coupons from local businesses near CTR worksite clusters to reward carpool and other alternative commute options

	<ul style="list-style-type: none"> Encourage C-TRAN Vanpool program to attend CTR network meetings to promote and explain vanpool formation for the region
<p>Increase bicycle commute rates by 2% from 2007 baseline of 1.23% bicycle rate to 2.23% (or 310 or more new daily bicycle trips – actual numbers vary based on total number of employees surveying, if carpooling decreased since baseline, etc. Note this is an exceptionally high goal given national average is 0.6% commuters bike to work.) by 2019.</p>	<ul style="list-style-type: none"> Partner with Bike Clark County and CVTV to create short bike videos (Changing a Flat Tire, Correct Bike Helmet Fitting, Bike Mechanics 101, Safe Riding Tips) accessible on ClarkCommute.org to help remove barriers that keep commuters from cycling to work Bike Commuting campaigns Cultivate private/public partnerships featuring coupons from local businesses near CTR worksite clusters to reward carpool and other alternative commute options
<p>Coordinate regional transportation partners (C-TRAN, SW-WSDOT, RTC, CTR Jurisdictions) to provide input for the statewide WSDOT CTR planning and advance practical solutions in SW Washington</p>	<ul style="list-style-type: none"> Attend CTR Board meetings as needed Provide comments and suggestions representative of the SW region as appropriate Participate in SW region corridor sketch
<p>Increase vanpool participation</p>	<ul style="list-style-type: none"> Increase coordination with C-TRAN's vanpool program coordinator to increase awareness and vanpool formation opportunities
<p>Increase network opportunities and coordinated efforts with community organizations, such as Human Services Council, to increase awareness of work commute transportation options</p>	<ul style="list-style-type: none"> Promote community transportation options to CTR employer worksites Reach out to non-traditional CTR target audiences, such as churches, multi-family housing communities, etc. to educate about transportation options
<p>Integrate CTR program with the City of Vancouver's Destination Downtown program</p>	<ul style="list-style-type: none"> Work with the new transportation planner to promote alternative transportation modes for the downtown businesses Consider impact on parking and ways to address parking demand

IV. Budget

There is \$204,011 available for the 2017-2019 biennium as is outlined in this workplan. Additionally the remaining funding from the Trip Reduction Performance grant (2007-2009) and the allocated grant funds designated in the 2016-2019 Clark County TDM Program package will be used to support implementation of the 2017-2019 CTR Plan. The projected budget allocation is outlined below:

Project / Task	2017-2019 Budget
<i>Regional CTR Coordination</i>	
Worksite Carpool Matching Program	\$ 15,000
Emergency Ride Home	\$ 1000
Postage/Mailroom Charge	\$ 1000
Program Materials (ex. Brochures, Bike Maps, Bike Cycling Guides, Posters, Carpool Signs, ETC Training, Website updates,etc.)	\$ 15,000
Program Administration/Implementation	\$ 180,150
City of Vancouver Computer/Phone Charge	\$ 5300
<i>2017-2019 Biennium Total</i>	\$217,450
<i>2017-2019 CTR Implementation Grant</i>	\$204,011
<i>Performance Funds TRPP Grant</i>	\$ 22,357
<i>STP Grant</i>	\$ 20,000
<i>Total:</i>	\$ 246,368