CLARK COUNTY
STAFF REPORT

DEPARTMENT: **Environmental Services**

DATE: December 15, 2015

REQUESTED ACTION:
Approve an Interlocal Agreement with the cities of Camas, Vancouver and Washougal which establishes the 2015-2017 CTR Work Plan covering the regional administration or the program.

_X_ Consent ____ Hearing ____ County Manager

BACKGROUND
In 2006, the Washington Legislature passed the Commute Trip Reduction (CTR) Efficiency Act, requiring local governments in identified urban areas with traffic congestion to develop programs that reduce the 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. Since 2005, the City of Vancouver, Clark County and the cities of Camas and Washougal, have developed an agreement establishing a regional work plan. The City of Vancouver provides program management and oversight of the CTR program for Vancouver, Clark County (those portions lying within the unincorporated Vancouver UGA), Camas and Washougal. Through this program, the City of Vancouver will provide direct services to a total of 60 affected participating worksites including six unincorporated county worksites.

As part of the 2015 Legislative session, the CTR program was authorized for funding for the 2015-2017 biennium in the amount of $204,011. These funds are distributed on a formula basis through the Washington State Department of Transportation, Office of Public Transportation, and Commute Options. The proposed CTR agreement and associated CTR Work Plan specifies that the City of Vancouver will receive the state grant funds to administer the regional program.

COUNCIL POLICY IMPLICATIONS-Not Applicable

ADMINISTRATIVE POLICY IMPLICATIONS-Not Applicable

COMMUNITY OUTREACH
The agreement is consistent with program services for County residents identified in the Solid Waste Management Plan. The Solid Waste Advisory Commission has been advised of the Program and is in support of the program. As the Solid Waste Program is regional, the County will coordinate with all municipalities.

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	n/a
Grant Fund Dollar Amount	n/a
Account	
Company Name	

DISTRIBUTION:
Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/

Peter DuBois
Solid Waste Program Manager

Don Benton
Environmental Services Director

APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 12/15/15

SR# SR 236-15

APPROVED:
Mark McCauley, Acting County Manager

DATE:

INTERLOCAL AGREEMENT
FOR
COMMUTE TRIP REDUCTION

I. Effective Date: July 1, 2015.

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 the1991, 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 *2015-2017 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 *2015-2017 Commute Trip Reduction Work Plan.*

VII. Agreement Period. The effective date of this Agreement shall be July 1, 2015. The termination date shall be June 30, 2017.

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 *2015-2017 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 *Commute 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.

Clark County

Approved as to Form only: AUTHORIZED SIGNATURE:

By: _____ By: _____ 12/15/15

Deputy Prosecuting Attorney Chair, Clark County Councilor Date

City of Camas

Approved as to Form only: AUTHORIZED SIGNATURE:

By: _____ By: _____ 10-26-15

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: *2015-2017 Commute Trip Reduction Work Plan*

COMMUTE TRIP REDUCTION WORK PLAN

For the Interlocal Agreement
covering the
2015-2017 Biennium
July 1, 2015 - June 30,2017

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, 2015 – June 30, 2017, 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:

A. Shall provide regular opportunities for an employer's ETC to network with other local Employee Transportation Coordinators ETCs;

B. Shall supply informational materials (posters, clip art, forms, brochures, webpage) which will assist the employer in implementing a worksite CTR program on requirements of the CTR ordinance to help the employer achieve the CTR goals of the local ordinance;

C. Shall participate in local implementation of the statewide CTR public awareness and recognition programs when applicable;

D. Shall pursue contact of potential new affected worksites in Clark County region;

E. Shall provide (ETC) training classes, using the WSDOT provided ETC Handbook or other training materials;

F. Shall offer services that contribute to an increase in CTR program participants (ClarkCommute.org, Carpool Only Parking Program signs and posts, Emergency Ride Home Program, Transportation Fairs, Vanpools);

G. Shall be the Clark County Administrator for the regional carpool matching Web site, www.clarkcommute.org.

H. Shall work collaboratively with and provide technical guidance and support to affected employers in developing, implementing, and/or modifying an employer's CTR program;

I. Shall supply state-supplied employee survey forms and training for employers to achieve a successful survey process;

J. Shall supply forms for annual progress reports that are consistent with the WSDOT requirements and help employers prepare their CTR annual program reports;

K. Shall implement the regional CTR plans to achieve the carpool and bicycle targets.

L. Shall submit an annual 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 to be conducted for the coming year.

M. Shall serve as a liaison between WSDOT, Clark County, City of Camas and City of Washougal for the purposes of RCW 70.94.521.551.

N. Coordinate with the Southwest Washington Regional Transportation Council (RTC), the region's Regional Transportation Planning Organization.

O. Shall 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. These reports and invoices are to be submitted within forty-five (45) days of the end of each six month period.

P. Shall distribute funds to affected jurisdictions within the county implementing CTR plans and ordinances as required by RCW 70.94.544 and in accordance with the Interlocal Agreement.

All Parties to this Agreement (as appropriate)

A. Shall 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. Shall maintain and administer a CTR ordinance and local CTR plans for affected employers in their respective jurisdictions.

C. Shall 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. Shall 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. Shall 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

- Implement work site clusters strategy outlined in the Regional CTR plan to increase the carpool and bicycle mode shares by 2%
- Cultivate private/public partnerships for implementation of incentive coupon book featuring local businesses near the identified work site clusters
- Pursuant to funding, update the ClarkCommute.org website
- Systematically contact all sites and review how many new carpools and bicycle participants needed to meet the 2% targets of the CTR plan and cultivate new commitments from these sites to achieving the goals of the program

IV. Budget

There is $204,011 available for the 2015-2017 biennium as is outlined in this workplan. Additionally performance funding from the Trip Reduction Performance grant (2007-2009) will be used to support implementation of the 2015-2017 CTR Plan. The projected budget allocation is outlined below:

Project / Task	**2015-2017 Budget**
Regional CTR Coordination	
ETC Network Meetings/Carpool Matching Events	$ 800
Emergency Ride Home	$ 700
Postage/Mailroom Charge	$ 1,038
Program Materials (ex. Brochures, Campaign Rewards, Posters, Carpool Signs, ETC Training, etc.)	$ 31,148
Program Administration/Implementation	$ 211,753
City of Vancouver Computer/Phone Charge	$ 8,572
2015-2017 Biennium Total	**$254,011**
2015-2017 CTR Implementation Grant	**$204, 011**
Performance Funds TRPP Grant	**$ 50, 000**
Total:	**$ 254,011**

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: _____ 9.21.15

E. Bronson Potter, City Attorney Eric Holmes, City Manager Date

Attest:

By: _____

R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk