Subject: Commute Trip Reduction (CTR) Program, and Interlocal Agreements.

Key Points:
- State Law required 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 City provides program management and oversight of the regional CTR program for Vancouver, Clark County and the cities of Camas and Washougal. The City also administers grant funding received from the state.
- An interlocal agreement and work plan for the CTR program is proposed to management of the program and funding for the 2015-2017 biennium.

Objective: To enter into an agreement with the Washington State Department of Transportation that authorizes the City of Vancouver to receive state grant funds which cover the costs of the regional CTR administration for the 2015-2017 Commute Trip Reduction (CTR) program; and to approve an Interlocal agreement with Clark County and the cities of Camas and Washougal which establishes the 2015-2017 CTR Work Plan covering the City’s regional administration or the program.

Present Situation: 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. Biannually, the State Legislature allocates grant funds to support local CTR activities. Since 2005, the City of Vancouver, Clark County and the cities of Camas and Washougal, have developed an interlocal agreement establishing a regional work plan and assignment of administration responsibilities for the CTR program.

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 will provide direct services to a total of 60 affected participating worksites and three volunteer worksites.

Financial support of the CTR program has been provided in the past biennium by the State Legislature. As part of the 2015 Legislative session, the CTR program was authorized for funding for the 2015-2017 biennium. These funds are distributed on a formula basis through the Washington State Department of Transportation, Office of Public Transportation and Commute Options. In this case, the City of Vancouver will be the primary contracting agency for the Vancouver, Camas and Washougal urban growth areas.
The proposed CTR interlocal agreement and associated CTR Work Plan specifies that the City of Vancouver will receive all of the state grant funds to administer the regional program. For the biennium (starting July 1, 2015 and ending June 30, 2017), $204,011 in grant funds have been authorized. In receiving this allocation of program funds, the City should have sufficient resources to manage the program.

Staff proposes the City enter into a contract with the Washington State Department of Transportation to receive State CTR program grant funding; and enter into a Commute Trip Reduction interlocal agreement with Clark County and the Cities of Camas and Washougal to guide the City’s administration of the regional program.

**Advantages:**
1. The proposed action provides a mechanism for meeting the requirement of the City’s Commute Trip Reduction code (VMC 18.12).
2. The agreement provides the City with resources from which proactive support of Vancouver’s and regional employers’ commute trip reduction planning efforts can be sustained and enhanced.
3. The agreement provides funds to the City for meeting state-mandated Commute Trip Reduction requirements.

**Disadvantages:**
1. Failure to sign the agreement would eliminate the City’s opportunity to receive state CTR funds.
2. Failure to sign the agreement would negatively impact the City’s role as a regional partner in working with other government agencies and employers.

**Budget Impact:** None. Expenditures anticipated in conjunction with receipt of this grant have been included in the 2015-2017 Budget. A limited-term position has been approved in the 2015-2017 General Fund Budget to assume program management responsibilities that cannot be absorbed within existing staffing levels. Costs associated with this position (salary plus benefits) are reimbursed by the CTR program grant funding allotment.

**Prior Council Review:** None. The CTR Program was last updated in September 2013.

**Action Requested:** On September 14, 2015, authorize the City Manager or his designee to sign the Commute Trip Reduction Implementation Agreement with the Washington Department of Transportation (GCB2154); and sign the 2015-2017 Commute Trip Reduction interlocal agreement with Clark County and the cities of Camas and Washougal.

**Attachments:**
- GCB2154, Commute Trip Reduction Grant Agreement
- CTR Interlocal Agreement between Vancouver, Clark County, Camas and Washougal
- CTR Work Plan
Federal/State Transportation Demand Management
Implementation Agreement

<table>
<thead>
<tr>
<th>Washington State Department of Transportation</th>
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<tbody>
<tr>
<td>Address: 310 Maple Park Avenue SE</td>
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<tr>
<td>PO Box 47387</td>
</tr>
<tr>
<td>Olympia, WA 98504-7387</td>
</tr>
<tr>
<td>Contact Person: Kathy Johnston 360-705-7845</td>
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<tr>
<th>Contractor</th>
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<tbody>
<tr>
<td>City of Vancouver</td>
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<tr>
<td>Address: PO Box 9810</td>
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<tr>
<td>Vancouver, WA 98666-9810</td>
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<tr>
<td>Federal ID #: 91-6001299</td>
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<tr>
<td>Contact Person: Jan Bowers 360-487-7733</td>
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<td>Contractor Funds</td>
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<td>Total Project Cost</td>
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<th>Agreement Number:</th>
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<td>GCB2154</td>
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<th>Term of Project:</th>
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<td>July 1, 2015 through June 30, 2017</td>
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<th>Service Area:</th>
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<tr>
<td>Clark County</td>
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This AGREEMENT is entered into by the Washington State Department of Transportation, hereinafter referred to as “WSDOT” and the Contractor identified above, hereinafter referred to as “CONTRACTOR”, and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES.”

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

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

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

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

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

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter10, Section 220 (6) and (7), authorizes funding for Public Transportation and Commute Trip Reduction programs
and other special proviso funding through the multi-modal transportation account as identified in
the budget through its 2015-2017 biennial appropriations to WSDOT; and

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

NOW, THEREFORE, in consideration of terms, conditions, performances and mutual
covenants herein set forth and the attached Exhibit 1, “Project Scope of Work,” and Exhibit 2,
“Project Progress Reports,” 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 1, “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 1, “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. Payment is subject to the submission to and approval by WSDOT of
properly prepared invoices that substantiate the costs and expenses submitted by
CONTRACTOR for reimbursement. Failure to send in progress reports and financial
information as required in Section 7 – Progress Reports may delay payment. The
CONTRACTOR must submit an invoice using either State of Washington Form A-19 (Invoice
Voucher), a copy of which is attached hereto as Exhibit 3 and by this reference incorporated into
this AGREEMENT or a format approved by WSDOT. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. The CONTRACTOR shall submit an invoice by July 15, 2016, for any unreimbursed eligible expenditures incurred between July 1, 2015, and June 30, 2016. 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, 2017. Any invoice received after July 15, 2017 will not be eligible for reimbursement.

Section 6
Project Records

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

Section 7
Progress Reports

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

Section 8
Audits, Inspections, and Retention of Records

WSDOT auditor, federal auditor, state auditor, city 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 a party's records with respect to all matters covered by this AGREEMENT. Such auditors and 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, all documents, papers, accounting records, and other materials pertaining to the Project shall be retained by the PARTIES for six years from the date of completion of the Project or the Project final payment date. However, in case of an audit and/or litigation or a claim, the CONTRACTOR must retain all records until the audit and/or litigation or claim is completed and fully resolved.
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
Limitation of Liability

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as “claims”), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR’s performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the acts or omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the acts or omissions of 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 12
Disputes

A. If the PARTIES cannot resolve by mutual agreement, a dispute arising from the performance of this AGREEMENT the CONTRACTOR may submit a written detailed description of the dispute to the WSDOT Public Transportation Division’s Statewide Transportation Demand Management Programs Manager or the WSDOT Public Transportation Statewide Transportation Demand Management Programs Manager’s designee who will issue a written decision within ten calendar (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive unless within ten (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 WSDOT 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 WSDOT 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.

C. Claims for Damages. Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY’s employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. Rights and Remedies. All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by the WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

E. Venue. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County.

Section 13
Termination

Either party, at its sole discretion, may terminate this Agreement in whole; or from time to time in part, whenever:

1. The other PARTY has breached the contract, and after fourteen (14) days written notice, has failed to correct the breach; or
2. The requisite state, local, or federal funding is reduced or becomes unavailable through failure of appropriation or otherwise; or
3. The continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds; or
4. A request to terminate in whole or in part has been made in writing by the other PARTY.

If this Agreement is terminated prior to fulfillment of the terms stated herein, the CONTRACTOR shall be reimbursed only for actual and eligible grant expenses incurred on the Project prior to the date of termination and as set forth in Section 5, Project Reimbursement and Payment, and shall not exceed the Total Project Amount as set forth in the caption header entitled “Project Amount”.

Section 14
Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal funds pursuant to a contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, a grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements) which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Section 15
Compliance with Laws and Regulations

Each PARTY agrees to abide by all applicable state, local, 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.
Section 16
Nondiscrimination Provision
No liability shall attach to the State or Federal Government except as expressly provided herein.
The CONTRACTOR shall not discriminate on the base of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT’s DBE program as required by 49 CFR Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the CONTRACTOR of its failure to carry out its approved program, WSDOT may impose sanctions as provided for under Part 26 and may in appropriate cases refer the matters for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
The CONTRACTOR agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted work.

Section 17
Suspension and Debarment
The CONTRACTOR agrees to comply, and assures the compliance of each sub-recipient, lessee, third-party contractor, or other participant at any tier of the project, with the requirements of Executive Orders Numbers 12549 and 12689, “Debarment and Suspension, “31 USC § 6101 note, and U.S. DOT regulations, “Non-procurement Suspension and Debarment” 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. The CONTRACTOR agrees to, and assures that its sub-recipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the Excluded Parties Listing System records at www.sam.gov before entering into any sub-agreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions.

Section 18
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 19
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 20  
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 21  
Governing Law, Venue, and Process

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

Section 22  
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 23  
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 24  
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 25  
Binding Agreement

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.
IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: ____________________________
    Brian Lagerberg
    Director, Public Transportation

Date: ____________________________

CONTRACTOR

By: ____________________________

Print Name: ______________________

Title: ____________________________

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

Date: ____________________________

Approved as to form:

By: Susan Cruise
    Assistant Attorney General

Date: July 1, 2015
EXHIBIT 1
Project Scope of Work

Commute Trip Reduction (CTR)

1. Scope of Work

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

1. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.

2. The administrative work plan budget shall identify how the CONTRACTOR will use the state funds provided in this AGREEMENT for each task. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT that will be used to complete each task.

3. The administrative work plan must be approved in writing by the WSDOT Project Manager, and shall be incorporated as a written amendment to the AGREEMENT. The administrative work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR and shall be incorporated as a written amendment to this AGREEMENT.

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

C. Use of State Funds for Incentives
The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance to be provided by WSDOT.

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

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

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

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

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

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

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

K. Planning Data
The CONTRACTOR agrees to provide WSDOT with the program goals established for newly affected worksites when they are established by the local jurisdiction. The CONTRACTOR agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.
L. **Database Updates**
The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR’s contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.
EXHIBIT 2
Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

<table>
<thead>
<tr>
<th>Reporting quarter:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization:</td>
<td>Agreement number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Biennial targets</th>
<th>Estimate of drive-alone trips to reduce to meet goal:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key deliverables: (from administrative work plan)</td>
<td>•</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Completed activities this quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>•</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planned activities for next quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>•</td>
</tr>
</tbody>
</table>

Describe issues, risks or challenges and resolutions

<table>
<thead>
<tr>
<th>Estimated expenditures of state funds for this quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>•</td>
</tr>
</tbody>
</table>
### VENDOR OR CLAIMANT (WARRANT TO BE PAYABLE TO)

<table>
<thead>
<tr>
<th>agency</th>
<th>address</th>
<th>city, state ZIP</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>contact name</th>
<th>Phone #</th>
<th>email</th>
</tr>
</thead>
</table>

### VENDOR’S CERTIFICATE

I hereby certify under penalty of perjury that the items and total listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and / or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age.

**BY (SIGNATURES IN INK)**

### INSTRUCTIONS TO VENDOR OR CLAIMANT:

Show complete detail for each item below.

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>CURRENT EXPENDITURES</th>
<th>EXPENDITURES TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TDM Implementation/Administration and Employer Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Guaranteed Ride Home</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Employer Trainings/Networking</td>
<td></td>
<td></td>
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</tbody>
</table>

### AGREEMENT

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>INVOICE</th>
</tr>
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<tbody>
<tr>
<td>xxxx</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BILLING PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Demand Management Implementation (TDM)</td>
<td></td>
</tr>
</tbody>
</table>

### ACCOUNTING CLASSIFICATION

<table>
<thead>
<tr>
<th>JOB NUMBER</th>
<th>WORK OP</th>
<th>ACCOUNT</th>
<th>ORG. NUMBER</th>
<th>CONTROL SECTION</th>
<th>FEDERAL</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1P0000-00</td>
<td>0723</td>
<td>NZ13</td>
<td>631020</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL | |
|-------||

<table>
<thead>
<tr>
<th>SIGNATURE OF APPROVING AUTHORITY</th>
<th>DATE</th>
<th>RECEIVING VERIFICATION (SIGNATURE)</th>
<th>DATE RECEIVED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CHECKED AND APPROVED FOR PROCESSING BY</th>
<th>DATE</th>
<th>WARRANT NUMBER</th>
<th>VOUCHER NUMBER</th>
</tr>
</thead>
</table>
**EXHIBIT 4**
Final Project Progress Report

**Commute Trip Reduction (CTR) Final Project Report**

<table>
<thead>
<tr>
<th>Biennium:</th>
<th>2015-2017</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization:</td>
<td></td>
<td>Agreement number:</td>
</tr>
</tbody>
</table>

**Biennial targets**
- Estimate of drive-alone trips to reduce to meet goal:

**Deliverables:** *(from administrative work plan)*
- 

Describe your progress on each of your deliverables this biennium.
- 

Did you meet your targets for this biennium? Why or why not?

What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction’s CTR plan(s)?
- 

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.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Expected outcomes</th>
<th>Performance measures</th>
<th>Outcomes met?</th>
<th>Why or why not?</th>
</tr>
</thead>
</table>
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.

<table>
<thead>
<tr>
<th>Source of local funds</th>
<th>Estimated funds spent this agreement</th>
<th>How the funds were used</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td><strong>Total local funds:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Organization</th>
<th>Total disbursed this agreement</th>
<th>Purpose of disbursal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td><strong>Total disbursement:</strong></td>
<td></td>
<td></td>
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</tbody>
</table>
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 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 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.

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: ___________________________ __ _____________
   E. Bronson Potter, City Attorney   Eric Holmes, City Manager   Date

Attest:

By:_________________________________
   R. Lloyd Tyler, 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:  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:

<table>
<thead>
<tr>
<th>Project / Task</th>
<th>2015-2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Regional CTR Coordination</strong></td>
<td></td>
</tr>
<tr>
<td>ETC Network Meetings/Carpool Matching Events</td>
<td>$ 800</td>
</tr>
<tr>
<td>Emergency Ride Home</td>
<td>$ 700</td>
</tr>
<tr>
<td>Postage/Mailroom Charge</td>
<td>$ 1,038</td>
</tr>
<tr>
<td>Program Materials (ex. Brochures, Campaign Rewards, Posters, Carpool Signs, ETC Training, etc.)</td>
<td>$ 31,148</td>
</tr>
<tr>
<td>Program Administration/Implementation</td>
<td>$ 211,753</td>
</tr>
<tr>
<td>City of Vancouver Computer/Phone Charge</td>
<td>$ 8,572</td>
</tr>
</tbody>
</table>

**2015-2017 Biennium Total** $254,011

**2015-2017 CTR Implementation Grant** $204,011

**Performance Funds TRPP Grant** $ 50,000

**Total:** $ 254,011