INTERLOCAL AGREEMENT
FOR
COMMUTE TRIP REDUCTION

I. Effective Date: July 1, 2013.

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 1991, the Washington legislature enacted statutory provisions, codified as §70.94.521-.551 RCW to assist in solving transportation related air pollution, energy, and congestion problems by promoting alternatives to single occupancy vehicle miles traveled. This legislation is known as the Commute Trip Reduction Law ("CTR law").

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 *2013-2015 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 *2013-2015 Commute Trip Reduction Work Plan.*

VII. Agreement Period. The effective date of this Agreement shall be July 1, 2013. The termination date shall be June 30, 2015.

VIII. Coordination of Work: Each of the parties to this Agreement agree 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 *2013-2015 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 those 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:_____ _____

Ted H. Gathe, 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:_____ 10-21-2013

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: *2013-2015 Commute Trip Reduction Work Plan*