

**INTERLOCAL AGREEMENT  
FOR  
2023 – 2029 COMMUTE TRIP REDUCTION**

Parties: City of Vancouver, a Washington municipal corporation; and  
Clark County, a Washington municipal corporation; and  
City of Camas, a Washington municipal corporation; and

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. As described in Washington Administrative Code (WAC) Chapter 468-63, the CTR Efficiency Act amended the 1991 Commute Trip Reduction Law, originally codified as §70.94.521-.551 RCW and subsequently amended as RCW 70A.15.4000-.4110 (collectively, the “CTR Act”).
- B. As required by § 70A.15.4020 RCW and WAC 468-63-040, 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. Since 2005, the City of Vancouver, Clark County, and the city of Camas, have entered into intergovernmental agreements similar to this this Interlocal Agreement for 2023 – 2029 Commute Trip Reduction (this “Agreement”) establishing a regional work plan and assigning administration responsibilities for the CTR program.
- D. Subject to approval by the governing bodies of the parties hereto and as authorized under the CTR Act 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 Act.

NOW, THEREFORE, BE IT RESOLVED that, in consideration of covenants, conditions, and obligations described herein, the parties hereto agree as follows:

- I. Purpose. The purpose of this Agreement is to establish a mechanism for ensuring compliance with the CTR Act, to designate the City of Vancouver as the CTR Program Administrator, 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 Act.

II. Funding.

A. The City of Vancouver will utilize funds received from the Washington State Department of Transportation in the manner described in the *2023-2025 Commute Trip Reduction Administrative Workplan*, as may be updated from time to time, that is attached hereto as Exhibit A and incorporated herein (the “CTR Plan”), 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 Act.

III. Service Provisions. Funds provided to the parties under this Agreement shall be used exclusively for activities undertaken to fulfill the requirements of the CTR Act and to implement the tasks as described in the *2023-2025 Commute Trip Reduction Work Plan*.

IV. Agreement Period. This Agreement commences on July 1, 2023 (the “Effective Date”) and terminates on June 30, 2029 unless the Washington State Legislature does not appropriate funding for the Commute Trip Reduction Work Plan in the 2025-2029 funding cycle, in which case this Agreement will terminate on June 30, 2025.

V. 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 Act and implement the CTR Plan.

VI. 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 of Vancouver 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 will 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; and
  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 requirements of the CTR Act 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 CTR Plan.
- VII. 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 veteran 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.
- VIII. 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.
- IX. 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.

- X. Governing Law and Venue: The Agreement will 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.
- XI. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity will 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.
- XII. Recapture Provision:
- A. In the event that a party fails to expend state funds in accordance with Washington 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 as Exhibit B.
- XIII. 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.
- XIV. 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.
- XV. 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.

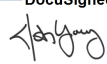
- XVI. Property: All equipment, property, or improvement used to effectuate this Agreement shall become the sole property of the Party who provided the equipment, property, or improvement.
- XVII. Notices: Any notice given pursuant to this Agreement shall be directed to the authorized signatory of each party at the publicly available address for such entity. Unless otherwise requested by a party or required by law, notice may be given electronically.
- XVIII. Approval and Ratification. The parties hereto acknowledge and affirm that, pursuant to RCW 39.34.030(2), all necessary and appropriate action by the governing bodies of the participating public agencies has been taken to ratify and enter this Agreement into force upon execution by the authorized representative of each party.
- XIX. Counterparts: This Agreement may be executed electronically and in any number of counterparts, each of which when executed and delivered constitute a duplicate original, but only all counterparts together constitute the complete, executed Agreement.
- XX. Attachments:
- A. *2023-2025 Commute Trip Reduction Administrative Workplan (Exhibit A)*
  - B. *Commute Trip Reduction Implementation Agreement (Exhibit B)*

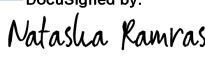
**[SIGNATURE PAGE FOLLOWS – REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF the undersigned entities have entered into and ratified this Agreement as of the Effective Date.

**CITY OF VANCOUVER**

DocuSigned by:  
  
By: \_\_\_\_\_  
By: Eric Holmes, City Manager (or Designee)

Approved as to Form:  
DocuSigned by:  
  
By: \_\_\_\_\_  
By: Vancouver City Attorney

Attest:  
DocuSigned by:  
  
By: \_\_\_\_\_  
By: Vancouver City Clerk

**CLARK COUNTY**

By: \_\_\_\_\_  
By: Chair, Clark County Commissioners

Approved as to Form:  
By: \_\_\_\_\_  
By: Clark County Deputy Prosecuting Attorney

**CITY OF CAMAS**

By: \_\_\_\_\_  
By: Mayor/City Manager

Approved as to Form:  
By: \_\_\_\_\_  
By: Camas City Attorney

**EXHIBIT A**  
**2023-2025 COMMUTE TRIP REDUCTION ADMINISTRATIVE WORKPLAN**

**[SEE ATTACHED]**

**EXHIBIT B**  
**COMMUTE TRIP REDUCTION IMPLEMENTATION AGREEMENT**

**[SEE ATTACHED]**