

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERGOVERNMENTAL AGREEMENT)
BETWEEN SPOKANE COUNTY AND THE CITY)
OF SPOKANE FOR THE COMMUTE TRIP)
REDUCTION (CTR) IMPLEMENTATION)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, the WSDOT Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of TDM programs and CTR Plans and Ordinances as described in RCW 70.94.521-555; and

WHEREAS, on or about June 2023, the Spokane County was awarded funding from the Washington State Department of Transportation (WSDOT) for Transportation Demand Management (TDM) which is used to support the Commute Trip Reduction Project, for the period of July 1, 2023 through June 30, 2025 in the amount of \$651,100; and

WHEREAS, Spokane County desires to enter an agreement with the City of Spokane for the Commute Trip Reduction program in the amount of \$357,253 for the period of July 1, 2023 through June 30, 2025; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County that pursuant to the provisions of the County's Financial Assistance Policy adopted under Resolution Nos. 2012-1017 and 2013-0219, that:

- (1) The Board does hereby authorize the execution of the Intergovernmental Agreement between Spokane County and the City of Spokane for the Commute Trip Reduction Project in the amount of Three Hundred Fifty-Seven Thousand Two Hundred Forty-Three Dollars (\$357,253); and
- (2) Either the Chairman of the Board, majority of the Board, Chief Executive Officer, Chief Operations Officer, Chief Budget Officer, or the County Engineer, is hereby authorized to execute, at other than an open meeting, any and all documents to execute this agreement as any subsequent amendments after review by the Grants Administrator.

PASSED AND ADOPTED this 18th day of June, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board





Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/12/2024

Committee Agenda type: Discussion

Date Rec'd

2/12/2024

Clerk's File #

OPR 2024-0140

Renews #

Cross Ref #

Council Meeting Date: 02/26/2024

Submitting Dept

PLANNING & ECONOMIC

Project #

Contact Name/Phone

DELLA X6895

Bid #

Contact E-Mail

DMUTUNGI@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

0650 - COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT RENEWAL

Agenda Wording

Interlocal agreement between the City of Spokane and Spokane County regarding the biannual renewal of the Commute Trip Reduction program

Summary (Background)

The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction program for all major employers. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years, and every two years, historically, the City has signed this agreement with the County, granting the funds back to the County in exchange for their conducting the required CTR duties on the City's behalf.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Neutral

\$

#

Select

\$

#

Approved by Spokane City Council

Select

\$

#

on: 2/26/2024

Select

\$

#

Select

\$

#

[Signature]

Select

\$

#

city clerk



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

This provides economy of scale when the County as a whole conducts a single program, as opposed to multiple programs run by each jurisdiction.

[illegible]

Committee Agenda Sheet

Urban Experience Committee

Committee Date	02/12/2024
Submitting Department	Planning and Economic Development
Contact Name	Della Mutungi
Contact Email & Phone	dmutungi@spokanecity.org , 625-6895
Council Sponsor(s)	<u>CM Kitty Klitzke and CM Zack Zappone</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Commute Trip Reduction Interlocal Agreement-Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction (CTR) program under RCW 70A.15.4000-4110 for all major employers to reduce drive alone trips and promote a reduction in the miles traveled by commuting employees. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years for the performance of certain actions relating to employers in the City that employ 100 or more people. The amount of funds is dependent on the number of such employers in the City in a given two-year period. Since 1994, the County has implemented the City's CTR plan in exchange for the City's share of the allocated funds. The County is proposing an updated agreement to extend this arrangement for 2 years. This is the latest iteration of a biennial intergovernmental agreement between the County and the City, covering 2023 to 2025.</p> <p>For reference, the last few agreements have concerned the following amounts, which shifts based on the numbers of employers in the program:</p> <p>2011: \$194,510 2013: \$225,287 2015: \$214,387 2017: \$211,731 2019: \$206,660.38 2023: \$357,253</p> <p>Every two years, historically, the City has signed this intergovernmental agreement with the County, granting those funds back to the County in exchange for their conducting the required CTR duties on the City's behalf. The County's agent in these actions, Ms. LeAnn Yamamoto, operates a dedicated program for these kinds of activities and has both the expertise and the capacity to conduct the required actions. This approach creates an economy of scale by leveraging support from employers throughout the County to create a common, robust program.</p> <p><u>Executive Summary:</u> The proposed intergovernmental agreement would do the following:</p> <ul style="list-style-type: none"> • The County representative, Ms. Yamamoto, will conduct the 28 required actions (see Attachment A of the attached contract); <p>The City will:</p>

	<ul style="list-style-type: none"> • Provide to the County any proposed amendments to the CTR Plan and Ordinance {there are none at this time}; • Provide to the County copies of any CTR-related amendments to parking ordinances prior to public review (similarly, none are proposed at this time); • Implement a CTR Program for City employees (already underway as an ongoing program); • Provide to the County the \$357,253 upon issuance of the same funds to the City by WSDOT <p>Were the City to change this ongoing relationship and keep the \$357,253, the City would be required to conduct the 28 required actions, requiring a new full-time person as well as other financial and material assets. Conversely, the County has an ongoing successful program, staff with the capability and expertise to conduct these activities, and the capacity to perform them on our behalf. Furthermore, it provides economy of scale when the County as a whole conducts a single program, as opposed to multiple programs run by each jurisdiction.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A The program does not have any negative impacts on historically excluded communities. The benefits of the CTR program are advantageous to all communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Anonymized program demographic data can be requested as appropriate through the County's CTR office, Commute Smart Northwest.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

The County monitors and recognizes the City's performance as a CTR workplace to determine compliance with the CTR ordinance, reward exemplary performance, and conduct an annual review to determine if the City and other affected worksites are acting in good faith to meet the goals established by the CTR Law. In 2022, Commute Smart Northwest recognized the City of Spokane – City Hall with a Pinnacle Award for performance as a CTR workplace, achieving a Platinum Award for four years in a row.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

- 1) Comprehensive Plan Chapter 4 – Transportation: walkability, accessibility, and transportation goals. TR4.a "Implement the City's and County's Commute Trip Reduction Plan and explore expansion of reduction plans such as the Growth and Transportation Efficiency Centers (GTEC) Plan."
- 2) City of Spokane Commute Trip Reduction Implementation Plan Update: 2020-2024
- 3) Spokane Sustainability Action Plan Strategy 6, TL 6.1 – Work with regional partners to enhance and promote the commute trip reduction program.

**INTERGOVERNMENTAL AGREEMENT
Between Spokane County and the City of Spokane
Regarding Commute Trip Reduction Implementation**

THIS AGREEMENT, made and entered by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, WA, 99201, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, the Washington State Legislature has adopted legislation codified in RCW 70A.15.4000-4110, the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

WHEREAS, RCW 70A.15.4020 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, the County and each affected city within Spokane County have adopted Commute Trip Reduction Ordinances and must implement a Commute Trip Reduction (CTR) Plan for all major employers; and

WHEREAS, the Washington State Department of Transportation (WSDOT) Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of CTR Plans and Ordinances as described in RCW 70A.15.4000-4110.

WHEREAS, Spokane County has entered into an agreement with the WSDOT under Agreement No. PTD0845, hereinafter referred to as "WSDOT Agreement," pursuant to which Spokane County is eligible to receive a reimbursable amount of funds which the County will distribute to itself and cities to implement and administer Commute Trip Reduction Plans and Ordinances; and

WHEREAS, pursuant to the provisions of RCW 70A.15.4020 (5), counties and cities may enter into agreements through the Interlocal Cooperation Act to coordinate the development and implementation of Commute Trip Reduction Plans and Ordinances; and

WHEREAS, Spokane County has allocated \$357,253 to the City from the Agreement No. PTD0845 which the City is now desirous of making available to the County to perform those tasks which are the responsibility of the City.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW 70A.15.4020 (5), the parties hereto do mutually agree as follows:

Section 1: PURPOSE

The County has entered into a WSDOT Agreement with the WSDOT under which it will receive \$647,100 for two years. This funding is to be allocated to the County and cities within Spokane County for their use in the implementation and administration of their CTR Plans and Ordinances. The County, based upon an allocation formula established by the WSDOT, has determined that the City shall receive \$357,253 from the WSDOT Agreement from which it shall perform certain tasks. The City agrees to its proportionate share of the monies made available to the County in the WSDOT Agreement and agrees to allow Spokane County to retain its proportionate share in consideration of the County performing those tasks as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference. In conjunction with allowing the County to retain its proportionate share of monies, the City will execute any and all necessary documents which may be required by the WSDOT.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

Section 2: DURATION

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, 2025.

Section 3: TERMINATION

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the WSDOT in Agreement No. PTD0845, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the WSDOT terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

Section 4: DESIGNATION OF ADMINISTRATOR

The County hereby designated Ms. LeAnn M. Yamamoto, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

Section 5: ACQUISITION/DISPOSITION OF PROPERTY

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

Section 6: COMPLIANCE WITH LAWS

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but not necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the WSDOT in conjunction with performing those tasks for the City. The County agrees to make available to the City or its duly authorized representative during normal County business hours and all records which it has kept in conjunction with providing those services for the City as set forth herein above.

Section 7: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Section 8: HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

Section 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

Section 10: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The City has read and understands all of this Agreement, and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the City to execute the same.

Section 11: LIABILITY

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's

duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 12: ANTI-KICKBACK

No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

Section 13: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

Section 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 15: SEVERABILITY

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

Section 16: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section 1.
- B. DURATION: See Section 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: See Section 1.
- G. TERMINATION: See Section 3.
- H. PROPERTY UPON TERMINATION: See Section 5.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first above written.

CITY OF SPOKANE

By: Garrett Jones

Title: Garrett Jones



Approved by:

Elizabeth Schordel
Assistant City Attorney

ATTEST:

[Signature]
City Clerk

2/28/2024
Date

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary E. Kuey
Chair

[Signature]
Vice Chair

[Signature]
Commissioner

Amber Wadsworth
Commissioner

Chris Jordan
Commissioner



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

June 18, 2024
Date

Exhibit I
Funding Allocation Methodology

RCW 70A.15.4080 authorizes the CTR Board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities from July 1, 2023 through June 30, 2025 is based on the 2023-2025 Commute Trip Reduction (CTR) Notice of Award issued by WSDOT on June 23, 2023.

ATTACHMENT "A"
STATEMENT OF WORK

The County will:

1. Promote consistency within all affected local government jurisdictions within Spokane County, while serving the City's specific needs.
2. Maintain and administer the City's CTR Ordinances and Plan.
3. Employ a full-time Transportation Demand Management Manager to administer the County's and City's CTR Plans and Ordinances.
4. Take reasonable measures to identify and notify all affected employers within the City.
5. Assist each affected employer within the City in preparing a program and promoting the principles of Transportation Demand Management (TDM) with the employer's employees.
6. Maintain an appeals process consistent with RCW 70A.15.4060(e) by which major employers, who as a result of special characteristics of their business or its locations would be unable to meet the requirements of a commute trip reduction plan, may obtain a waiver or modification of those requirements and criteria for determining eligibility for waiver or modification. Within 30 days from the date of approval, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption. Include information about the duration of all exemptions and information on the type of modification granted.
7. Submit to WSDOT periodic progress reports summarizing the overall CTR implementation costs incurred by the County and shall be reported in a format provided by WSDOT.
8. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, 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.
9. Coordinate and administer baseline and measurement CTR employer surveys. Provide employer survey assistance, training and state-supplied survey forms.
10. Notify WSDOT prior to sending any surveys to University of Washington for processing. The notification must include the name of the worksite, employer identification code and type of survey for each survey being submitted for processing. The notification shall be

submitted as an electronic spreadsheet via electronic mail. The County agrees to wait for confirmation from WSDOT prior to sending or delivering the surveys for processing.

11. Provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a periodic basis or as requested by WSDOT. These updates will be submitted electronically in a format specified by WSDOT.
12. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.
13. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.
14. Market available services to affected employers to assist in accomplishing CTR goals.
15. Work collaboratively with and provide technical guidance and support to employers in developing successful CTR programs.
16. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.
17. Provide employers with written information on basic requirements of the CTR ordinance and goals set forth in approved CTR plans.
18. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR program.
19. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.
20. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.
21. Submit to WSDOT periodic invoices along with progress reports that accurately assess the progress made by County, on behalf of City, in implementing RCW 70A.15.4000-4110.
Report contents include:

- a. Detailed summary of CTR events and projects, including implementation assistance provided to affected employers within the City;
 - b. Actual total CTR expenditures used by the County for all state CTR funds expended by the County during the previous quarter for the purpose of CTR implementation using WSDOT pre-approved format;
 - c. Updated list of affected employers and worksites (electronic);
 - d. Total number of worksites by jurisdiction;
 - e. List of sites which have applied for exemptions or modifications;
22. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly 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. Establish and maintain a separate "CTR Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.
 23. Participate in local implementation of statewide CTR public awareness and recognition programs developed by Washington State Department of Transportation.
 24. Offer recommendations to the City for policies on parking and site design which will encourage the use of alternative transportation modes.
 25. Encourage employers to develop site designs and improvements to office and industrial sites that promote the use of alternative transportation modes.
 26. Assist WSDOT with CTR evaluation.
 27. Serve as liaison between WSDOT and cities, towns, transit agencies and regional transportation planning organizations for the purpose of RCW 70A.15.4000-4110.
 28. Continue applying for funding opportunities to further encourage the use of commute alternatives.

ATTACHMENT "B"
STATEMENT OF WORK

The City will:

1. Provide Spokane County with copies of any proposed amendments to the CTR Plan and Ordinance.
2. Provide Spokane County with copies of any CTR-related amendments to parking ordinances prior to public review.
3. Develop, implement and maintain its own CTR Program as an affected employer or as otherwise specified in the CTR Board Guidelines or RCW 70A.15.4000-4110.
4. Reimburse the County for the services provided by this Agreement in an amount equal to the City's share of the CTR funding as provided in RCW 70A.15.4080.

Certificate Of Completion

Envelope Id: B2227FDDD122450882C66AB8CA8ABF8B

Status: Completed

Subject: OPR 2024-0140 CONTRACT COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT RENEWAL

Source Envelope:

Document Pages: 17

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

EnvelopeId Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &

drose@spokanecity.org

Canada)

IP Address: 198.1.39.252

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Holder: Daniel Rose

Location: DocuSign

2/28/2024 10:23:07 AM

drose@spokanecity.org

Signer Events**Signature****Timestamp**

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication
(None)Signature Adoption: Uploaded Signature Image
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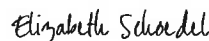
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Schoedel

eschoedel@spokanecity.org

Assistant City Attorney - approved as to form only

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

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Signed: 2/28/2024 10:37:14 AM

Electronic Record and Signature Disclosure:

Accepted: 2/28/2024 10:37:08 AM

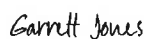
ID: 4ea5327b-d45d-4d0c-a286-e155b8dea4e4

Garrett Jones

gjones@spokanecity.org

Interim City Administrator

City of Spokane Parks

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Sent: 2/28/2024 10:37:16 AM

Viewed: 2/28/2024 11:20:16 AM

Signed: 2/28/2024 11:20:24 AM

Electronic Record and Signature Disclosure:

Accepted: 2/28/2024 11:20:16 AM

ID: 00a8149c-c280-494e-bf6a-3f1317ca8fe0

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication
(None)Signature Adoption: Uploaded Signature Image
Using IP Address: 198.1.39.252

Sent: 2/28/2024 11:20:26 AM

Viewed: 2/28/2024 11:30:57 AM

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/28/2024 10:27:34 AM
Certified Delivered	Security Checked	2/28/2024 11:30:57 AM
Signing Complete	Security Checked	2/28/2024 11:31:08 AM
Completed	Security Checked	2/28/2024 11:31:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: *Public Works*

CONTACT PERSON: *LeAnn Yamamoto*

PHONE NUMBER:

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

☒ Regular Legislative Session Agenda

Clerk's Resolution No.	<u>24 - 0355</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	<u> </u>
Public Works No.	<u> </u>
Purchasing Dept. No.	<u> </u>

AGENDA TITLE *(please provide a reasonably descriptive agenda title for this item:* In the matter of executing an intergovernmental agreement between Spokane County and the City of Spokane for the Commute Trip Reduction (CTR) implementation.

DESCRIPTIVE SUMMARY *(please provide anticipated fiscal and budgetary information & reason for request):*
Spokane County has been implementing the WA State Commute Trip Reduction (CTR) Law for our region since 1993. Jurisdictions affected by the CTR Law include the cities of Airway Heights, Cheney, Liberty Lake, Medical Lake, Spokane, Spokane Valley and unincorporated Spokane County. WSDOT allocates funding to implement the CTR Law each biennium. The funding for this biennium was for \$651,100. Each of the CTR Intergovernmental Agreements outline the allocated funding for the jurisdiction and grants the funding back to Spokane County to continue implementing the requirements of the CTR Law and CTR Plans in their jurisdiction.

FISCAL IMPACT *(please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* The \$651,100 in funding from WSDOT was approved for the 2023 – 2025 biennium previously. The CTR intergovernmental Agreement extends and continues the work Spokane County has been doing to implement the CTR Law for the jurisdictions.

REQUESTED BOARD ACTION *(if any):* Approve resolution and intergovernmental agreement

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item:
Central Services - Grants, Office of the Prosecuting Attorney

This Item will need to be codified in the Spokane County Code: No