

**INTERLOCAL AGREEMENT BETWEEN
WHATCOM TRANSPORTATION AUTHORITY
AND
WHATCOM COUNCIL OF GOVERNMENTS
FOR
THE WHATCOM SMART TRIPS PROGRAM**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Whatcom Transportation Authority ("WTA") and Whatcom Council of Governments ("COG").

RECITALS

WHEREAS, Whatcom Transportation Authority and Whatcom Council of Governments recognize the importance of providing a program of services to increase the share of pedestrian, bicycle and public transit trips as a percentage of all trips;

WHEREAS, COG and Whatcom Transportation Authority are jointly implementing the Whatcom Smart Trips Program to increase walking, bicycling and transit ridership which will benefit the citizens of Whatcom County by reducing the numbers of vehicle trips in Whatcom County; and,

WHEREAS, Whatcom Transportation Authority will benefit in increased fixed route ridership;

WHEREAS, RCW 39.34 provides for interlocal cooperation between governmental entities and authorizes interlocal agreements to accomplish mutually beneficial purposes in the public interest.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

TERMS AND CONDITIONS

I. PURPOSE. The purpose of this Agreement is to assist in funding the Whatcom Smart Trips program as described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference ("Scope of Work). The program objective is to increase walking, bicycling, transit and ridesharing trips as a percentage of total trips through education, assistance and incentives. The primary focus will be on the Bellingham area, however many of the programs elements will be open to all residents and employees in Whatcom County. WTA benefits from this program as it will increase the number of transit trips.

II. FINANCING. WTA shall pay \$50,000 per year for to COG in annual lump sum payments due on April 1st of each year the agreement is effect, as its contribution towards the planning and implementation of the Whatcom Smart Trips program. COG shall contribute \$75,000 per year as its contribution towards the planning and implementation of the Whatcom Smart Trips program.

III. ADMINISTRATION. The COG shall administer the planning and implementation of the project, pursuant to the guidelines set out in the Scope of Work. The parties are not creating any new or separate organization or entity to administer the provisions of this Agreement.

IV. TERM OF AGREEMENT. Notwithstanding the date of execution hereof, this Agreement shall terminate by its own terms on December 31, 2017, or upon completion of the planning project, whichever is earlier, unless the Agreement is terminated or extended by the parties pursuant to the terms herein.

V. PROPERTY. No real property shall be acquired or held under this Agreement. Any and all plans, drawings, notes, and other documents drafted by the planning consultant shall be shared jointly among the parties.

VI. MODIFICATION AND TERMINATION.

6.1 *Modification.* Any change, addition or other modification to this Agreement shall not be valid or binding upon any party hereto unless such change, addition or modification is in writing and executed by an authorized representative of the parties hereto.

6.2 *Termination.* The parties hereto may terminate this Agreement by written agreement of all parties hereto, which shall be executed by an authorized representative of each party.

VII. REDUCTION IN FUNDING. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to WTA budgetary constraints, and prior to the Agreement's normal completion, WTA may reduce its payment due hereunder in proportion to the funds withdrawn, reduced or limited. If the level of funding withdrawn, reduced or limited from COG, WTA or any other agency who proposed to contribute as set out in the Scope of Work is so great that the parties jointly deem the continuation of this Agreement is no longer desirable, the parties may summarily terminate this Agreement and any funds paid by WTA, which have not been obligated to pay for the project will be refunded to WTA.

VIII. ASSIGNMENT. The parties hereto shall not assign or delegate any or all duty, obligation, right or interest in this Agreement.

IX. MISCELLANEOUS PROVISIONS.

9.1 *Entire Agreement.* This document is the complete and exclusive agreement among the parties. It supersedes all oral or written proposals and/or other communications among the parties regarding this project.

9.2 *Severability.* If any provision of this Agreement is held to be invalid, illegal or unenforceable for whatever reason, that shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this Agreement.

9.3 *Status of Employees.* This Agreement shall not create any employment or worker's compensation rights, duties or obligations. No agent, employee or other representative of the parties shall be deemed an employee of any other party hereto for any reason.

9.4 *Status of Agreement.* This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the parties. Those other agreements continue in effect according to the terms of those agreements.

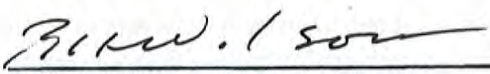
9.5 *Rights and Remedies.* The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law.

9.6 *Third Parties.* The parties do not intend to create any rights or benefits in any entity, organization or person that is not a party hereto.

9.7 *Approval of Agreement.* Each party shall obtain appropriate approval of this Agreement from its governing body, and shall post the Agreement on its websites.

9.8 *Indemnity, Duty to Defend and Hold Harmless.* Each party shall indemnify, defend and hold the other harmless from and against any claim, demand, action, suit or judgment arising out of the indemnifying party'

EXECUTED, this the 28th day of March, 2017, for the **WHATCOM COUNCIL OF GOVERNMENTS:**



Robert H. Wilson, Executive Director

EXECUTED this the 15 day of March, 2017, for **WHATCOM TRANSPORTATION AUTHORITY:**

Attest:



Peter L. Stark, General Manager

Approved as to form:



Mark Lee, WTA General Counsel

*Scope of Work***Whatcom Smart Trips**

Whatcom Smart Trips is an ongoing partnership between local government, public agencies, employers, merchants and schools to promote transportation by walking, bicycling, sharing rides and riding the bus. The program is intended to benefit people of all ages and focuses on all trip purposes in Whatcom County. Whatcom Smart Trips is operated by WCOG and WTA and includes the following educational, assistance and incentive programs:

WCOG Managed Elements

Smart Trips Employer Partners – provides assistance to employers who promote Smart Trips to their employees. Responsibilities include: training worksite coordinators; materials design and printing; managing First Time Rider Passes; development and delivery of promotional campaigns; leading worksite educational events; and management of required program elements at CTR worksites.

Community Outreach – provides education, assistance and incentives by partnering with community groups that wish to promote walking, bicycling, sharing rides and riding the bus. Responsibilities include: communicating through a social media platform; soliciting community groups for speaking engagements; presenting Smart Trips information at community meetings and events; leading guided walks, bicycle rides and bus trips; and partnering with organizations who wish to promote Smart Trips to their members and customers.

School Smart Trips – provides classroom activities and summer camps for middle school students and bicycle skills courses for elementary school students. Responsibilities include: recruiting partner teachers; teaching classroom sessions; training field trip volunteers; teaching summer adventure camps; and materials design and printing.

Smart Trips Diary – creates awareness of opportunities to make smart trips by allowing people aged 14 and older to record walking, cycling, transit and ridesharing trips, miles traveled and pollution prevented at www.WhatcomSmartTrips.org. Responsibilities include: website design and maintenance; materials design and printing; customer service; and data entry.

Smart Trips Incentives – include discount cards, gift certificates, cash prizes and recognition for Smart Trips participants as they reach certain milestones in the number of smart trips made. Responsibilities include: making and maintaining agreements with local merchants; materials design and printing; and materials distribution.

WTA Managed Elements

Emergency Ride Home – provides limited, free taxi service to bus riders and Smart Trips participants who experience an emergency or illness at work. Responsibilities include: managing taxi contract; database design and maintenance; materials design and printing; customer service; and data entry.

First Time Rider Passes – provides up to 20 free monthly bus passes for employees who have never ridden the bus before and want to try it. Responsibilities include: mailing passes to eligible recipients.

Smart Trips Public Awareness Campaign – includes advertising and business partnerships to make the community aware of all elements of the Smart Trips program and create a positive image of walking, bicycling, sharing rides and riding the bus. Responsibilities include: assisting with development of all Smart Trips materials to maintain consistent messaging and brand identity; and designing and managing ongoing advertising campaigns at a level of \$50,000/year using posters, banners, bus exteriors, print media, radio, television and social media as appropriate.

Timeline

January 2017– December 2018

Estimated Budget

	2017	2018
City of Bellingham	\$25,000	\$25,000
Whatcom Transportation Authority	50,000	50,000
Whatcom Transportation Authority (in-kind)	50,000	50,000
Northwest Clean Air Agency	60,000	35,000
Washington State Department of Transportation	115,000	70,000
Unsecured grants & contributions	-	70,000
Annual Total	\$300,000	\$300,000

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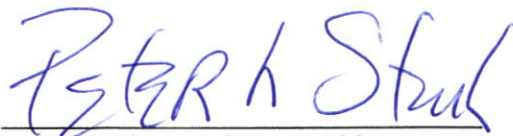
MODIFICATION OF AGREEMENT #1

This modification is made between WHATCOM COUNCIL OF GOVERNMENTS (COG) and the Whatcom Transportation Authority (WTA). On March 15, 2017 COG and WTA entered into an agreement to assist in the funding of the Whatcom Smart Trips Program. WTA's Board of Directors approved the agreement and granted a one year extension at the parties options.

EXTENSION OF EXISTING AGREEMENT: The Agreement is modified as follows:

1. COG and WTA agree to extend the current agreement through March 31, 2019 or the conclusion of the current Smart Trips program, whichever occurs first.
2. **TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME:** COG and WTA agree the terms and conditions of the original Agreement remain in effect except for the items noted.
3. Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

SIGNED this 5th day of APRIL, 2018



Peter L. Stark, General Manager
Whatcom Transportation Authority



Robert H. Wilson, Executive Director
Whatcom Council of Governments