

**INTERLOCAL AGREEMENT  
COMMUTE TRIP REDUCTION PROGRAM  
&  
WHATCOM SMART TRIPS PROGRAM**

**THIS AGREEMENT** is made and entered into by and between the CITY OF BELLINGHAM, a first-class municipal corporation of the State of Washington (hereinafter "City"), and the WHATCOM COUNCIL OF GOVERNMENTS, a regional transportation planning organization organized under RCW 47.80 and Chapter 39.34 RCW (hereinafter "WCOG").

**WITNESSETH THAT:**

**WHEREAS**, the City of Bellingham is required under the Washington State Commute Trip Reduction (CTR) Law, RCW 70A.15.4000-4110, to adopt and implement a CTR Plan and CTR program requirements for major employers within the City; and

**WHEREAS**, the City adopted its updated four-year Commute Trip Reduction Plan for 2025-2029 by ordinance, consistent with RCW 70A.15.4020 and the CTR Guidelines, establishing targets, strategies, and program requirements for CTR-affected employers; and

**WHEREAS**, Chapter 16.90 of the Bellingham Municipal Code designates the City as the regulatory authority responsible for adopting the CTR Plan, enforcing CTR requirements, setting performance targets, and serving as the CTR Appeals Board; and

**WHEREAS**, BMC 16.90.030(B) authorizes the City to enter into an interlocal agreement with the Whatcom Council of Governments (WCOG) to designate WCOG as the lead agency responsible for implementing and administering the City's CTR Plan and ordinance; and

**WHEREAS**, the CTR Plan itself states that WCOG will continue implementing and administering the CTR program in a cooperative and flexible manner, including identifying affected employers, providing technical assistance, coordinating mandatory program elements, conducting CTR surveys, and supporting employers through its Smart Trips programming; and

**WHEREAS**, WCOG administers the Whatcom Smart Trips Program, which provides employer outreach, employee trip-logging systems, multimodal incentives, educational programming, and data collection that constitute the primary implementation tools for the City's CTR strategies and employer requirements; and

**WHEREAS**, the City benefits from Smart Trips through reduced vehicle travel, improved air quality, and support for mode shift goals identified in the CTR Plan, and therefore wishes to include Smart Trips program funding and responsibilities within this Agreement; and

**WHEREAS**, the City and WCOG desire to enter into this Interlocal Agreement pursuant to Chapter 39.34 RCW to formalize the division of responsibilities whereby the City retains regulatory authority for the CTR program, and WCOG performs implementation and administration as set forth in the CTR Plan, CTR ordinance, and this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **I. PURPOSE**

The purpose of this Agreement is to implement and administer the City of Bellingham Commute Trip Reduction (CTR) Plan and Program in accordance with RCW 70A.15.4000-4110 and BMC 16.90 by delegating certain responsibilities to WCOG.

The City remains the regulatory authority responsible for adoption of the CTR ordinance, plan, and enforcement of program compliance. WCOG, through its Whatcom Smart Trips Program, shall act as the lead agency for program implementation and administration on behalf of the City, as authorized under BMC 16.90.030(B).

This Agreement also incorporates the City's support for the Whatcom Smart Trips Program, recognizing Smart Trips as an integral implementation tool that helps achieve CTR Plan goals through incentives, trip reduction strategies, employer outreach, and public education.

### **II. TERM**

Notwithstanding the date of execution hereof, the contract term shall commence January 1, 2026 and expire December 31, 2029.

### **III. ADMINISTRATION**

**A. Lead Agency.** WCOG shall serve as the lead agency responsible for implementing and administering the City's CTR Plan and Program.

**B. City Role.** The City shall act as the regulatory body responsible for:

1. Adoption of the CTR Plan and Ordinance;
2. Setting citywide CTR performance targets;
3. Serving as the CTR Appeals Board under BMC 16.90.070; and
4. Coordinating with WSDOT and regional partners to ensure compliance with state CTR requirements.

**C. WCOG Role.** WCOG shall act as the administrator responsible for:

1. Identifying and notifying affected employers within City limits;
2. Providing technical assistance, training, and materials to employer transportation coordinators;
3. Conducting CTR worksite and employee surveys;
4. Maintaining program data, records, and reports required by WSDOT;
5. Implement Smart Trips outreach, incentives, and marketing consistent with CTR Plan strategies;
6. Coordinating employer compliance reviews and assisting employers in meeting program obligations; and
7. Providing technical support to the City Council in its role as CTR Appeals Board.

D. Smart Trips Program Administration. In addition to CTR administrative duties, WCOG shall operate the Whatcom Smart Trips Program as part of its support for CTR implementation, including trip logging systems, incentive programs, community and employer outreach, public education, and reporting functions that contribute to reduced drive alone trips within the City.

#### **IV. PAYMENT**

- A. The City shall pay an annual Service Fee to WCOG for its services under this Agreement as follows:
  - a) Service Fee for 2026: \$25,000.00.
  - b) Service Fee for 2027, 2028 and 2029: Not less than 60 days prior to the end of each contract year, the parties shall negotiate the annual contract amount for the following year and memorialize it in a written addendum to this contract. If the parties are unable to agree, the contract amount for the following year shall be equal to the contract amount for the preceding year plus an inflationary factor tied to the most recent August-to-August annual percentage change in the Consumer Price Index, All Urban Consumers (CPI-U), Seattle-Tacoma-Bellevue.
- B. WCOG shall invoice the City and the City shall pay the invoice in a lump sum within thirty (30) days of invoicing. To the extent feasible, City funding shall be applied to Smart Trips program activities that benefit the City.
- C. Relationship to CTR Implementation. Smart Trips is recognized in the Regional & Metropolitan Transportation Plan as the regional transportation demand management (TDM) strategy as well as a primary tool supporting the CTR Plan's multimodal travel reduction strategies, and the City's annual payment supports those activities that advance CTR and broader TDM outcomes.

## **V. REPORTING**

**A. Survey Administration and Data Collection.** WCOG shall administer the CTR employer program assessment survey and the CTR employee commute survey required under RCW 70A.15.4040 and the CTR Guidelines, and shall collect and maintain the resulting data.

**B. Program Review and Compliance Documentation.** WCOG shall review employer programs and determine whether employers are making a good faith effort as required under RCW 70A.15.4040(5). WCOG shall prepare and issue any required determination notices for employers not in compliance, consistent with CTR law and the CTR Plan.

**C. Data Provision for State Reporting.** WCOG shall provide the City with the survey data and program review materials necessary for the City to fulfill its reporting obligations to the Washington State Department of Transportation under RCW 70A.15.4020(5).

**D. Record Retention.** CTR program data collected under this Agreement shall be retained and made available as required by RCW 70A.15.4040 and applicable state record-keeping requirements.

## **VI. LIABILITY**

Each party shall be responsible for the acts and omissions of its officers, employees, and agents. No party shall be liable for the acts or omissions of the other. To the extent permitted by law, each party shall indemnify and hold harmless the other from claims arising out of its own negligent acts or omissions in connection with this Agreement

## **VII. AMENDMENTS**

This Agreement may be amended by mutual written consent of both parties. Amendments shall be approved by the governing bodies of the City and WCOG.

## **VIII. TERMINATION**

Either party may terminate this Agreement upon **six (6) months' written notice** to the other. Termination shall not relieve either party of financial obligations incurred prior to the effective termination date.

## **IX. RECORDS AND AUDIT**

WCOG shall maintain all financial and program records for a period of **three (3) years** and shall make such records available for inspection or audit by the City or the Washington State Auditor upon reasonable notice.

**X. GENERAL PROVISIONS**

- A. This Agreement constitutes the entire agreement between the parties concerning administration of the CTR Program.
- B. Nothing herein shall be construed to create a separate legal entity.
- C. This Agreement is entered pursuant to **RCW 39.34**, the Interlocal Cooperation Act.
- D. All notices shall be delivered to:

**City of Bellingham**  
 Public Works – Transportation Planning Division  
 210 Lottie Street, Bellingham WA 98225


**Whatcom Council of Governments**  
 314 E. Champion Street, Bellingham WA 98225

**XI. EFFECTIVE DATE**

This Agreement shall become effective upon execution by both parties and filing in accordance with RCW 39.34.040.

EXECUTED THIS 27<sup>th</sup> day of April, 2026 for the **CITY OF BELLINGHAM** by:

**Departmental Approval**

  
 \_\_\_\_\_  
 Mayor ~~Kim Lund~~ *pro Tempore*

  
 \_\_\_\_\_  
 Joel Pfundt, Public Works Director

**Attest**

  
 \_\_\_\_\_  
 Andy Asbjornsen, Finance Director

**Approved as to Form**

  
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 Office of the City Attorney

EXECUTED THIS 8<sup>th</sup> day of May, 2026 for the **WHATCOM COUNCIL OF GOVERNMENTS** by:

*Hugh Conroy*

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Hugh Conroy, Executive Director