

**INTERLOCAL AGREEMENT BETWEEN
CITY OF BELLINGHAM
AND
WHATCOM COUNCIL OF GOVERNMENTS
FOR
THE WHATCOM SMART TRIPS PROGRAM**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the City of Bellingham (the "City") and Whatcom Council of Governments ("COG").

RECITALS

WHEREAS, the City desires to increasingly reduce automobile trips as a percentage of total trips; and,

WHEREAS, COG and Whatcom Transportation Authority are jointly implementing the Whatcom Smart Trips Program to reduce automobile trips, which will benefit the citizens of Bellingham by reducing the numbers of vehicle trips in Bellingham and the harmful carbon dioxide emissions in Bellingham air quality; and,

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. The program objective is to reduce automobile 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. The City benefits from this program as it will reduce the number of vehicle trips on Bellingham city roads (regardless of where the resident/employee lives) and will lower harmful carbon dioxide emissions thereby enhancing Bellingham air quality. Accordingly, Bellingham finds that it receives a benefit from this program regardless of the fact that it is open to all Whatcom County residents and employees.

II. FINANCING. The City shall pay \$25,000.00 for the calendar year 2018 to COG in one lump sum upon receipt of an invoice from COG toward the planning and implementation

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 778-8270

Whatcom Smart Trips Interlocal - Bellingham (1)

of the Whatcom Smart Trips project with, to the extent feasible, City funding going toward those aspects of the program benefitting the City.

III. ADMINISTRATION. The COG shall administer the planning and implementation of the project. 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, 2018, 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 City budgetary constraints, and prior to the Agreement's normal completion, the City may reduce its payment due hereunder in proportion to the funds withdrawn, reduced or limited. If the level of funding withdrawn, reduced or limited 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 the City, which have not been obligated to pay for the project will be refunded to the City.

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

IX. MISCELLANEOUS PROVISIONS.

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 778-8270

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.

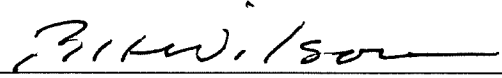
9.3 *Status of Employees.* This Agreement shall not create any employment or worker's compensation rights, duties or obligations. No agent, employee or other representative of the parties shall be deemed an employee of any other party hereto for any reason.

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.

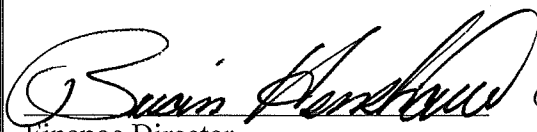
EXECUTED, this the 3rd day of April, 2018, for the **WHATCOM COUNCIL OF GOVERNMENTS**:



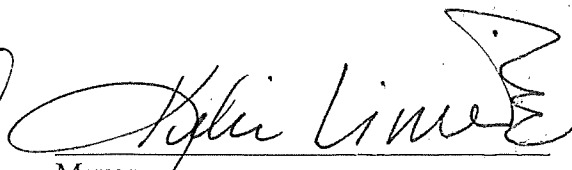
Robert H. Wilson, Executive Director

EXECUTED this the 20th day of March, 2018, for the **CITY OF BELLINGHAM**:

Attest:



Finance Director

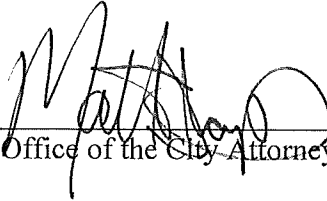


Mayor

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 778-8270

Whatcom Smart Trips Interlocal - Bellingham (3)

Approved as to form:



Office of the City Attorney

Department Approval:



Public Works Director

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

I CERTIFY that I know or have satisfactory evidence that **KELLI LINVILLE** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the **CITY OF BELLINGHAM** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



DATED 3/20/18

Tracy Lewis
SIGNATURE OF NOTARY PUBLIC

Tracy Lewis
Name Printed

Notary Public
TITLE

10/20/18
MY APPOINTMENT EXPIRES

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

I CERTIFY that I know or have satisfactory evidence that **ROBERT H. WILSON** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the **WHATCOM COUNCIL OF GOVERNMENTS** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



April 3, 2018
DATED

Ron A. Cubellis
SIGNATURE OF NOTARY PUBLIC

Ron A. Cubellis
Name Printed

Notary Public
TITLE

11-15-2021
MY APPOINTMENT EXPIRES