



# City Council Agenda Bill

**20111**  
Bill Number

**Subject:** Interlocal Agreement Between City of Bellingham and Whatcom Council of Governments to help fund the Whatcom Smart Trips Program.

**Summary Statement:** Since 2006, the City has entered into annual agreements with the Whatcom Council of Governments (COG) to help fund the Whatcom Smart Trips Program.

**Previous Council Action:** Annual agreement.

**Fiscal Impact:** \$25,000 in 2013 paid to Whatcom Council of Governments toward the planning and implementation of the Whatcom Smart Trips Program.

**Funding Source:** General Fund as authorized in the 2013 annual budget.

**Attachments:** Interlocal Agreement

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Consent Agenda	16-Sep-2013	Authorize Contract	Ted Carlson, Public Works Dir.	

**Council Committee:**

**Agenda Bill Contact:**

Kim Brown, Transportation Options Coord. 778-7950

**Committee Actions:**

Reviewed By	Initials	Date
Ted Carlson, Public Works Dir.	TAC	8/19/13

**Council Action:**

Reviewed By	Initials	Date
Legal	MYS	8/18/13
Mayor	KL	9.3.13

**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 2013 to COG in one lump sum upon receipt of an invoice from COG toward the planning and implementation

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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, 2013, 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.**

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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 14<sup>th</sup> day of August, 2013, for the **WHATCOM COUNCIL OF GOVERNMENTS:**

  
Robert H. Wilson, Executive Director

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2013, for the **CITY OF BELLINGHAM:**

Attest:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Mayor

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**Approved as to form:**

**Department Approval:**

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Office of the City Attorney

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Public Works Director

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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

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MY APPOINTMENT EXPIRES

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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.

August 14, 2013  
DATED

Ron A. Cubellis  
SIGNATURE OF NOTARY PUBLIC

Ron A. Cubellis  
Name Printed

Finance Manager  
TITLE

November 15, 2013  
MY APPOINTMENT EXPIRES



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## Scope of Work

# Whatcom Smart Trips: A Community Trip Reduction Program for Bellingham and Whatcom County

### A Community Approach

Whatcom Smart Trips was created in 2006 as a program that markets sustainable transportation choices to the entire community. Since the beginning it has been supported by the City of Bellingham, Whatcom Transportation Authority, Whatcom County, Whatcom Council of Governments (WCOG) and Washington State Department of Transportation. Whatcom Smart Trips is an outgrowth of our community's experience with the worksite-based Commute Trip Reduction program (CTR), and a 2004 Individualized Marketing™ pilot project, which provided residential-based education and assistance to help people use sustainable transportation for all of their trips. Smart Trips combines successful elements from both approaches.

### Expected Results

Our experience with Whatcom Smart Trips and IndiMark suggests that we can achieve an 8-12% reduction in drive-alone vehicle trips and 8 million vehicle miles reduced annually in the City of Bellingham (population 82,000). More than 3,200 tons of Carbon Dioxide would be reduced annually. An increase in walking, bicycling and transit trips would be welcomed by community members and local leaders alike. Surveys and community forums demonstrate a strong interest in measures that encourage the use of sustainable transportation as a way of protecting our natural resources, preserving a high quality of life and responding to the challenges of climate change.

### The Programs

Whatcom Transportation Authority (WTA) and WCOG staff work together to administer Whatcom Smart Trips, which continues to include the same educational, assistance and incentive programs that were envisioned at the outset.

### *Funded Elements*

- **Smart Trips Diary** – allows adults living or working in Whatcom County to track walking, cycling, transit and ridesharing trips made, miles traveled and pollution prevented at [www.WhatcomSmartTrips.org](http://www.WhatcomSmartTrips.org)
- **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
- **Emergency Ride Home** – provides limited, free taxi service to bus pass holders and Smart Trips participants who experience an emergency or illness at work and need to get home quickly
- **Smart Trips Employer Partners** – provides assistance to employers who implement voluntary and/or CTR-required worksite trip reduction programs
- **EverybodyBIKE** – provides educational opportunities for children and adults who want to learn how to ride bicycles as transportation [www.everybodyBIKE.com](http://www.everybodyBIKE.com)
- **Smart Trips Public Awareness Campaign** – includes advertising and public presentations to make the community aware of all elements of the Smart Trips program



- **Targeted Outreach** – includes providing education, assistance and incentives to specific demographic groups with greater potential for using sustainable transportation modes.
- **School Smart Trips** – provides classroom activities for middle school students and their teachers to teach the benefits of using sustainable transportation choices [www.SchoolSmartTrips.org](http://www.SchoolSmartTrips.org)

***Unfunded Elements***

- **Smart Trips Neighborhood Education Campaign** – will provide home-based education and assistance to all interested individuals in Bellingham households. One-third of Bellingham households were included in a summer 2008 campaign. Future campaigns will target other areas of the city.

**Timeline**

January 2013– December 2013

**Budget**

	<b>2013</b>
<b>Puget Sound Energy</b>	\$7,000
<b>City of Bellingham</b>	25,000
<b>Whatcom Transportation Authority (In-kind)</b>	50,000
<b>Whatcom Council of Governments</b>	77,000
<b>USDOT – Federal Highway Admin.</b>	117,000
<b>Washington State Legislature</b>	150,000
<b>USDOT – Office of the Secretary</b>	235,000
<b>Annual Total</b>	<b>\$661,000</b>