

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF BELLINGHAM  
AND  
WHATCOM COUNCIL OF GOVERNMENTS**

**WHATCOM SMART TRIPS PROGRAM**

**WHEREAS**, the City of Bellingham (hereinafter "City") increasingly desires to reduce automobile trips as a percentage of total trips, and,

**WHEREAS**, the Whatcom Council of Governments (hereinafter "COG") and Whatcom Transportation Authority are jointly implementing the Whatcom Smart Trips Program to reduce automobile trips, and,

**WHEREAS**, the City desires to participate in the Whatcom Smart Trips program to assist in reducing drive alone vehicle trips by a goal of 8% - 12%; and,

**WHEREAS**, achieving this objective would reduce congestion, increase road capacity, extend the useful life of roadways, and thereby advance the health, safety, and welfare of the community;

**WHEREAS**, the City and its residents will benefit from a successful program to reduce drive alone vehicle trips; 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:**

- I. **PURPOSE and SCOPE OF WORK.** The purpose of this Agreement is to assist in funding the Whatcom Smart Trips program as described in attached Scope of Work (Attachment A). 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 COG will create a Commuter Trip Reduction program called Whatcom Smart Trips as further described in the attached Scope of Work (Attachment A), which is incorporated herein by this reference ("Project").
- II. **FINANCING.** The City shall pay \$100,000 per year to COG, for the term of this agreement, toward the planning and implementation of the Whatcom Smart Trips project, as further described in Attachment A (Scope of Work).

**City of Bellingham**  
CITY ATTORNEY  
210 Lottie Street  
Bellingham, Washington 98225  
Telephone (360) 676-6903

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 June 30, 2009, or upon completion of the 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. This Agreement may also be terminated for cause by either party provided the terminating party provides the other party written advance notice of the alleged material default justifying the termination for cause and provides the alleged breaching party a reasonable time to cure the default, which shall in no case, be less than ten (10) days.

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.**

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.

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- 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 interlocal 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 4<sup>th</sup> day of April, 2006, for the **WHATCOM COUNCIL OF GOVERNMENTS:**

  
 \_\_\_\_\_  
 James G. Miller, Executive Director

EXECUTED this the 6<sup>th</sup> day of April, 2006, for the **CITY OF BELLINGHAM:**

  
 \_\_\_\_\_  
 Mayor

Attest:   
 \_\_\_\_\_  
 Finance Director

Approved as to form:

Department Approval:

  
 \_\_\_\_\_  
 Office of the City Attorney

 *kat*  
 \_\_\_\_\_

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## Scope of Work

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

## Background

For the past nine years Whatcom Council of Governments (WCOG) has administered the Commute Participants' and (CTP) program in Whatcom County. This program is a variation of single-employer Marketing (IndiMark) and has been very successful in cities around the world. Participants are encouraged to examine all of their vehicle trips to see where they might walk, cycle or ride the bus instead. By focusing on all trips and not just work trips, IndiMark results in greater total reduction in drive-alone trips than a worksite-based program. The Bellingham pilot resulted in an overall reduction in drive-alone trips of 8%. We also have reason to believe that the results will be durable over time. In Perth, Australia, the first city to conduct an IndiMark project, they found the same percentages of walking, cycling and transit trips five years after the project had taken place.

In evaluating these two programs, we conclude that both are contributing tremendous value to our community and we should continue to work with large employers while expanding our marketing of sustainable transportation choices to include the entire community.

## A Community Approach

CTR employers are making significant investments in staffing, programs and incentives. We certainly want to maintain these valuable partnerships. However, we know that many community members have an interest in reducing their vehicle trips and that the work trip is not necessarily the easiest trip for them to make on foot, by bicycle or on the bus. In order to maximize the use of sustainable transportation choices, we need to engage more people in the effort; to do that, we need to allow them to choose where they want to begin. To give them that choice, we need to talk to them at home, at school and at work. We are creating a community program with four target audiences:

- Large worksites willing to invest their own resources, including a worksite coordinator
- Employees of businesses in downtown Bellingham and Fairhaven where there is high potential for walking, cycling and transit ridership
- School children
- Residents of Bellingham

## Expected Results

Because we are building upon our own experiences and successes, we are confident that we will achieve, at the least, an 8% reduction in drive-alone vehicle trips across the entire city of Bellingham. We feel that there is a high probability of achieving as much as a 12% reduction in trips. Speaking only in terms of roadway capacity, the value of an 8-12% reduction in vehicle trips is many millions of dollars. Such an achievement would be all the more valuable if we can preserve our quality of life as our community grows.

## The Programs

To serve the four target audiences, Whatcom Transportation Authority (WTA) and WCOG staff will work together to administer educational, assistance and incentive programs. Local funds will pay for the first six programs described below. WCOG staff is seeking state and federal funding for the remaining four programs. They would be implemented only if funding is secured.

### *Locally Funded Elements*

- **Whatcom Smart Trips Website** – will allow adults living or working in Whatcom County to record the walking, cycling, transit and ridesharing trips that they make
- **Smart Trips Incentives** – will include gift certificates and recognition for Smart Trips participants as they reach certain milestones in the number of smart trips made
- **Smart Trips Discounts** – will provide ID cards to Smart Trips participants making them eligible for discounts at participating merchants
- **Guaranteed Ride Home** – will provide free taxi service to Smart Trips participants who experience an emergency or illness at work and need to get home quickly
- **Group Bus Pass Sales** – will provide discounted bus passes to groups whose members agree to purchase a large number of passes
- **Commute Trip Reduction (CTR) Employer Assistance** – will provide materials and turnkey promotional programs to large employers affected by the CTR law

### *State and Federally Funded Elements*

- **Residential Individualized Marketing** – will reach all Bellingham households
- **Expanded Employer Assistance** – will provide materials and turnkey promotional programs appropriate to the size of the business for employers who are not affected by the CTR law
- **Smart Trips School Program** – will work with teachers and parent volunteers at elementary schools organizing ‘walking school buses’ and providing incentives for walking and cycling trips to school
- **Bicycle Education** – will include Bike to Work & School Day; family bike rides; rodeos; courses for adults and children; training for PE teachers; bicycle ambassadors and public awareness campaign; and outreach to bike shop owners for appropriate bicycle design

## Timeline

Locally Funded Elements: January 2006 – June 2009

State and Federal Funded Elements: July 2006 – June 2009

## Budget for Locally Funded Elements

|                     | 2006             | 2007             | 2008             |
|---------------------|------------------|------------------|------------------|
| City of Bellingham  | \$100,000        | \$100,000        | \$100,000        |
| WCOG                | \$80,000         | \$80,000         | \$ 80 ,000       |
| WTA                 | \$50,000         | \$50,000         | \$50,000         |
| <b>Annual Total</b> | <b>\$230,000</b> | <b>\$230,000</b> | <b>\$230,000</b> |