

**INTERLOCAL AGREEMENT BETWEEN  
WHATCOM TRANSPORTATION AUTHORITY  
and  
WHATCOM COUNCIL OF GOVERNMENTS  
for  
WHATCOM SMART TRIPS PROGRAM**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between Whatcom Transportation Authority ("WTA") and Whatcom Council of Governments ("WCOG"), and effective as of the final signature date below.

**WHEREAS**, WTA and WCOG recognize the importance of providing a program of services to increase the use of alternative modes of transportation, including use of public transportation as a percentage of all trips;

**WHEREAS**, WTA and WCOG are jointly implementing the Whatcom Smart Trips Program ("Smart Trips") to increase multimodal trips which include, among other things, increased transit ridership which will benefit the citizens of Whatcom County by reducing the numbers of vehicle trips in Whatcom County; and

**WHEREAS**, WTA will potentially benefit in increased fixed route ridership; and

**WHEREAS**, RCW Chapter 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**

**PURPOSE.** The purpose of this Agreement is to assist in funding Smart Trips as described in the Scope of Work attached hereto and incorporated as Exhibit A ("Program"). The Program objective as it relates to WTA is to increase transit trips as a percentage of total trips through education, assistance, and incentives. The Program's primary focus will be on the Bellingham area, however many of the Program's 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 on its system.

**FINANCING.** WTA shall pay WCOG fifty thousand and no/100 (\$50,000.00) due on January 15 each year the Agreement is in effect. Notwithstanding, WTA may pay for the first term on the date of contract execution below. WCOG agrees to invoice WTA annually for this payment. This is WTA's contribution to the planning and implementation of the Program in relationship to promoting use of WTA's system and increasing use of WTA's public transportation system. Other financing of the Program shall be as set out in Exhibit A. In cooperation and partnership with WTA, WCOG shall prepare an annual budget for the Program.

Any other funds that may be provided by WTA through specific State or Federal Grants will be governed by a separate Sub-Recipient agreement.

**ADMINISTRATION.** The parties commit to working in partnership and cooperation to implement the Program. WCOG shall administer the planning and implementation of the Program, pursuant to the guidelines set forth in Exhibit A. The parties agree to meet on a mutually agreed upon frequency, but no less than once a year. The parties are not creating any new or separate organization or entity to administer the provisions of this Agreement.

**TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, the initial term of this Agreement will be four (4) years. The parties may renew the agreement for additional four (4) year terms through the life of the Smart Trips Program unless terminated in writing by either party as described below.

**PROPERTY.** No real or personal property shall be acquired or held under this Agreement. Any and all plans, drawings, notes, and other documents drafted by either party or their contractors shall be shared jointly among the parties.

**MODIFICATION AND TERMINATION.** Any change, addition or other modification to this Agreement shall be valid and binding only if made in writing and executed by an authorized representative of each of the parties. Either party may terminate this Agreement for Convenience with thirty (30) days written notice to the non-terminating party as defined herein.

**NOTICES.** Notices shall be considered received five (5) days after the postmark if sent via regular US Mail service and three (3) days if sent via electronic means to the recipient below

WCOG ATTN: Executive Director 314 E. Champion Street Bellingham WA 98225 Hugh@wcog.org	WTA ATTN: Procurement & Contracts 4011 Bakerview Spur Bellingham, WA 98226 procurement@ridewta.com
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**NON-APPROPRIATIONS.** In lieu of termination of this Agreement, WTA shall have the discretion to withdraw, reduce or limit its annual contribution called for under this Agreement due to WTA budgetary constraints and prior to the Agreement's normal completion. If WTA exercises such discretion, and WCOG determines that such action is so great that it concludes that continuation of this Agreement is no longer desirable, then it may terminate this Agreement for Convenience as outlined above and any funds paid by WTA, but have not yet been obligated to pay for the Project will be refunded to WTA.

Any other funds that may be provided by WTA through specific State or Federal Grants and governed by a separate Sub-Recipient agreement, are exempt from this non-appropriations clause.

**ASSIGNMENT** Neither party shall assign or delegate any or all duty, obligation, right or interest in this Agreement, without the express written consent of the other party.

#### **MISCELLANEOUS PROVISIONS.**

- A. 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.
- B. Status of Employees.** Nothing herein shall create any employment or agency relationship between the parties, nor otherwise trigger workers 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. Neither party shall have any express or implicit authority to bind the other to any obligation.
- C. 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.
- D. 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.
- E. 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.
- F. 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 judgement arising out of the actions of the indemnifying party, and its performance under this Agreement. Such duty to indemnify, defend and hold the other harmless shall extend to a claim, demand, action, suit, or judgment by an employee of indemnifying party, and to this limited extent, the parties waive any exclusivity rights under the Washington state Industrial Insurance Act.

**EXECUTED** as of the final signature date below.

  
Hugh Conroy (Oct 4, 2023 16:29 PDT)

Whatcom Council of Governments  
Hugh Conroy  
Executive Director



Signed: Thursday, October 5, 2023

Whatcom Transportation Authority  
Les Reardanz  
General Manager

## Whatcom Smart Trips Scope of Work

### Introduction

Whatcom Smart Trips (WST) is the Whatcom region's transportation demand management (TDM) strategy. The WST program is administered by the Whatcom Council of Governments (WCOG) and collaboratively implemented in partnership with the Whatcom Transportation Authority (WTA).



Consisting of community outreach, education, encouragement, and ongoing communications, WST (WCOG and WTA staff) build and sustain ongoing partnerships with local governments, other public agencies, employers, merchants, and schools to promote transportation by walking, bicycling, sharing rides and riding the bus. The program is designed to benefit people of all ages and focuses on all trip purposes in Whatcom county.

### Scope Elements

#### Public Awareness

The goal of this element is that every person and business in Whatcom County knows what the WST program is; understands the array of transportation options that are available to them, their employers, and customers; and knows how they can easily obtain information or instruction on how to access and use all types of transportation.

This ongoing, overarching, public portrayal of WST is developed and managed in close partnership between WCOG and WTA.

#### Periodic Coordination Meetings

In addition to ongoing dialog, WCOG and WTA will have at least two programming meetings per calendar year. These meetings will review and establish near-term **marketing**/media-development activities and expectations for editorial review and finalization. E.g., high profile, broad promotion of trip diary and incentive programs or branding updates should be carefully and collaboratively developed while a single web-page or brochure on a specific WST training opportunity (such as riding an e-bike) is not expected to require review by multiple staff.



Minimally, programming meetings are expected to cover:

- Planned/anticipated WST activities for the next 12 months
  - Timeline (including review and approvals schedule)
  - Cost sharing
  - WCOG and WTA staff roles
- Review of other media to be developed for specific WST activities (e.g., a bike class, customized work-site promotions, etc.) that do *not* require as close coordination and review.

## Trip Diaries & Incentives

A foundational element of WST is the recruitment of community members to register, start logging Smart Trips, and achieve TDM results through individuals' choices to use non-single occupancy vehicle trips further reinforced by ongoing WST encouragement and incentives (e.g., prize drawings). This scope element is primarily performed by WCOG.

### Trip Diaries

Creates awareness of opportunities to make smart trips by allowing people aged 14 and older to record walking, cycling, transit, and ride sharing trips, and miles traveled at [www.watcomsmartrips.org](http://www.watcomsmartrips.org). WCOG Responsibilities include website design and maintenance; materials design and printing; customer service; and data entry.

### 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. WCOG Responsibilities include making and maintaining agreements with local merchants; materials design and printing; and materials distribution.

## Education

This scope element consists of WST's mobility management work

### 7th grade bus training (FTA funded)

WCOG staffs and conducts yearly bus education each spring in 7th grade classrooms at all middle schools throughout Whatcom County. Topics cover trip planning, route familiarization, putting a bike on the bus, and rules for riding. Responsibilities include coordination with schools and scheduling; development of presentations and materials; printing; and all classroom duties. WTA supports the creation of program materials and provides a bus and bus driver for hands-on familiarization on site at middle schools. WTA conducts community outreach to create awareness of the 7th grade program.

### Senior bus training (FTA funded)

WCOG staff lead guided bus trips featuring useful and interesting destinations. Bus trips are advertised at senior centers and residences. Participants are introduced to individual WTA bus

routes and shown how those routes connect to the rest of the system. Transit guides and maps are shared with participants as well as information about bus passes including Gold Cards. WTA provides bus passes.

## Youth summer camps

WCOG staffs and conducts week-long educational camps during summer months teaching 12-14 year-olds to bike, walk, and use the bus for independent transportation. Topics cover riding in traffic, simple bike maintenance, map reading and navigation, trip planning, and bus schedules. Camps are co-sponsored by Bellingham Parks and Recreation.

## Bike training classes for groups and individuals

WCOG staff offers free bike training and classes for individuals and small groups. Individuals can sign up for one-on-one instruction including tips for building confidence in riding in traffic, rules of the road, route planning, bike maintenance, and using an e-bike. Staff offers group presentations to businesses, school classes, neighborhood associations, and more.

## Work with schools -- principals, teachers, and parent groups

- Promotions of walking, biking, and riding the bus to school
- Curricular integration of transportation system navigation and safety
- Using regional transit services for school events & extra-curricular activities

Provides classroom activities and bicycle skills courses for elementary, middle, and high school students including curricular integration of transportation system navigation and safety. Supports schools with education and encouragement in using active transportation including walking, biking, and riding the bus to school. Responsibilities include recruiting partner teachers and parent volunteers through PTO meetings; teaching class sessions; installing temporary traffic gardens; supporting use of WTA for field trips and after-school activity transportation; materials design and printing.

## Employer Partner Activities

Provides assistance to employers who promote Smart Trips to their employees. Responsibilities include: recruitment, training worksite coordinators; materials design and printing; managing First Time Rider passes; development and delivery of employer-partner-specific promotional campaigns including custom promotions for specific sites; leading worksite educational events; and management of required program elements at CTR work sites including but not limited to annual surveys. WTA provides passes for first time riders.

## Events and Promotions

- Annual, large-scale promotion
- Bike to Work and School day

WCOG and WTA staff collaborate on planning, promoting, and implementing large scale community wide promotional campaigns and events with the purpose of driving program participation including the registration of new Smart Trips participants and trip logging. Yearly events and roles and responsibilities will be determined at programming meetings.

## **Community Outreach**

WCOG staff 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 social media; soliciting community groups for speaking engagements; presenting Smart Trips information at community meetings and events; leading guided bicycle rides and bus trips; partnering with organizations who wish to promote Smart Trips to their members and customers; and developing materials needed for these activities. WCOG and WTA represent each other at community events and collaborate on collateral materials.

## **Emergency Ride Home**

WTA 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. WCOG promotes this service to employer partners and all Smart Trips participants.

## **Smart Trips Website**

WCOG administers and maintains the WST website. WTA supports various website content and integrates information and tools on its website ([ridewta.com](http://ridewta.com)) as needed. WCOG is responsible for retaining IT support, data storage, software updates, content updates,

## **Program Administration, Performance Measurement, and Reporting**

- WCOG is responsible for overall administration of the WST program.
- WTA is the recipient of Regional Mobility Grant (RMG) funding for. WCOG and WTA will collaborate to gather data and measure performance relative to vehicle-trip reduction goals presented in the RMG application.
- With regard to the RMG, both WCOG and WTA agree to execute the subrecipient agreement, included with this scope of work as ATTACHMENT 1.