

MEMORANDUM

TO: Chairperson and Members of the Board of Directors

FROM: Les Reardanz, General Manager
Maureen McCarthy, Community and Government Relations Director
Magan Waltari, Procurement & Contracts Manager

DATE: September 21, 2023

SUBJECT: Consideration of Interlocal Agreement and Subrecipient Agreement with Whatcom Council of Governments for Whatcom Smart Trips

Attachments: (1) Interlocal agreement
(2) Subrecipient agreement

RECOMMENDATION

Staff recommends that the Board of Directors authorize the General Manager to sign the attached interlocal agreement and subrecipient agreement with Whatcom Council of Governments (WCOG) and authorize the General Manager to execute any modifications and extensions under the agreement.

PURPOSE

The purpose of the interlocal agreement is to continue our WTA/WCOG partnership on Whatcom Smart Trips (Smart Trips). The purpose of the subrecipient agreement is to formalize each agency’s responsibilities with regard to grant funding from the Washington State Department of Transportation (WSDOT).

BACKGROUND

Smart Trips is Whatcom County’s regional transportation demand management program. It is a partnership among local governments, public agencies, employers, merchants, and schools. Its objective is to increase walking, biking, transit, and ridesharing trips as a percentage of total trips, in an effort to

- Reduce traffic congestion
- Improve transportation efficiency by increasing mobility and access at a lower cost
- Provide health benefits to individuals
- Strengthen social connections
- Create a more vibrant local business community
- Reduce greenhouse gas emissions and other types of air and water pollution

Smart Trips pursues these goals through education, encouragement, and incentives.

STRATEGIC VALUE

Smart Trips is a key component of both WTA's and WCOG's long-range transportation plans, including WTA 2040. For that reason, WTA, on behalf of both Parties and the Smart Trips program, applied for (and was awarded) an \$820,000 WSDOT Regional Mobility Grant to enhance the Program. The grant will run the next two biennia, from July 1, 2023 through June 30, 2027.

FISCAL IMPACT

WTA provides \$50,000 annually to support program implementation. These expenses are in the 2023 budget and proposed 2024 budget. Regional Mobility Grant funding will be "passed through" to WCOG, in accordance with the subrecipient agreement.

**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@wco.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.

Whatcom Council of Governments
Hugh Conroy
Executive Director

Whatcom Transportation Authority
Les Reardanz
General Manager