

**INTERLOCAL AGREEMENT BETWEEN
WHATCOM TRANSPORTATION AUTHORITY
AND
WHATCOM COUNCIL OF GOVERNMENTS
FOR A WHATCOM SMART TRIPS PROGRAM**

This agreement, entered into for the period of January 1, 2006, through June 30, 2009, by and between Whatcom Transportation Authority (WTA) and Whatcom Council of Governments (WCOG) is for the purpose of defining roles and responsibilities for implementing the Whatcom Smart Trips program.

WHEREAS Whatcom Transportation Authority and Whatcom Council of Governments recognize the importance of providing a program of services to increase the share of pedestrian, bicycle and public transit trips as a percentage of all trips;

WHEREAS Whatcom Transportation Authority will benefit in increased fixed route ridership;

NOW, THEREFORE it is mutually agreed as follows:

SECTION 1: SCOPE OF WORK

WTA Managed Elements

Smart Trips Public Awareness Campaign – will make community aware of all elements of the Smart Trips program through advertising and public / media relations. Responsibilities include: designing and managing ongoing advertising and promotion, Emergency Ride Home, employer assistance, group bus pass sales, school program, bicycle education and Neighborhood Smart Trips; and public presentations with messaging targeted to individual audiences.

Emergency Ride Home – will provide limited, free taxi service to bus riders and Smart Trips participants who experience an emergency or illness at work and need to get home quickly. Responsibilities include: marketing and promotion; managing taxi contract; database design and maintenance; materials design and printing; customer service; and data entry.

Group Bus Pass Sales – will provide discounted bus passes to individuals in groups where large percentages of the individuals will purchase bus passes. Responsibilities include: marketing and promotion; procuring passes; and during first year only – managing contract with WSDOT (for Trip Reduction Performance Program grant).

Neighborhood Smart Trips – will provide home-based, Individualized Marketing to all

interested individuals in Bellingham households – only implemented if funding is secured. Responsibilities include: communication and support to consultant; materials design and printing; and incentive procurement.

WCOG Managed 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. Responsibilities include: website design and maintenance; materials design and printing; customer service; and data entry.

Smart Trips Incentives – will include gift certificates, prizes and recognition for Smart Trips participants as they reach certain milestones in the number of smart trips made. Responsibilities include: incentive items procurement; materials design and printing; materials distribution.

Smart Trips Discounts – will provide ID cards to Smart Trips participants making them eligible for discounts at participating merchants. Responsibilities include: communication with participating merchants; materials design and printing; materials distribution.

Employer Assistance – will provide assistance to employers who implement voluntary and/or CTR-required worksite trip reduction programs. Responsibilities include: training worksite coordinators; materials design and printing; development and delivery of turnkey promotional campaigns; and management of required program elements at CTR worksites.

Group Bus Pass Sales – will provide discounted bus passes to individuals in groups where large percentages of the individuals will purchase bus passes. Responsibilities include: marketing passes through face-to-face contact in targeted areas; filtering eligible recipients; distribution of passes; and during first year only – online tracking system design and operation; and reporting data to WSDOT.

Smart Trips School Program – will operate pilot educational and incentive programs at elementary schools. Responsibilities include: recruiting, training and managing teachers and parent volunteers; incentive items procurement; materials design and printing; development and delivery of turnkey promotional campaigns for Walk Your Child to School Day and Bike to Work & School Day.

Bicycle Education – will provide educational opportunities for children and adults who want to learn how to ride bicycles as transportation. Responsibilities include: development and coordination of Everybody Bike promotional campaign; managing community volunteers for Bike to Work & School Day; recruiting, training and managing educational event leaders for family bike rides, rodeos and courses for adults and children; managing certification program for school-based bike educators; planning,

promoting and managing bicycle ambassador program; materials design and printing; outreach to bike shop owners for appropriate bicycle design.

Neighborhood Smart Trips – will provide home-based, Individualized Marketing to all interested individuals in Bellingham households – only implemented if funding is secured. Responsibilities include: consultant contract management; communication and support to consultant; map design.

SECTION 2: TERM OF AGREEMENT

Notwithstanding the execution date of execution hereof, this Agreement shall terminate by its own terms on June 30, 2009.

SECTION 3: PAYMENT

No funds will be exchanged between WTA and WCOG pursuant to this agreement. Each party is responsible for securing the funding necessary for delivering their respective services.

SECTION 4: INDEMNIFICATION AND HOLD HARMLESS

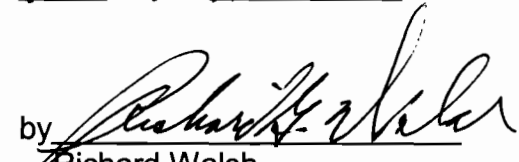
Whatcom Council of Governments agrees to hold harmless Whatcom Transportation Authority, its officers, agents and employees from and against any and all claims, action, demands, losses, costs, penalties, and damages of whatsoever kind and nature caused either by WCOG, its agents, employees, or by other persons operating under WCOG direction, including claims by WCOG employees, and arising out of and in connection with or incident to the services to be performed by WCOG under this contract. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of WTA.

Whatcom Transportation Authority agrees to hold harmless Whatcom Council of Governments, its members, affiliates and employees from and against any and all claims, actions, demands, losses, costs, penalties, and damages of whatsoever kind and nature caused either by WTA, its agents, employees, or by other persons operating under WTA direction, including claims by WTA employees, and arising out of and in connection with or incident to the services to be performed by WTA under this contract. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of WCOG.

SECTION 5: NONDISCRIMINATION IN PROVIDING SERVICES

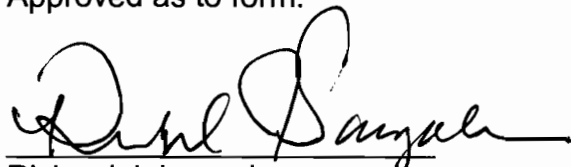
Neither Whatcom Transportation Authority nor Whatcom Council of Governments shall deny any individual an opportunity to participate in any program or service provided by the contract on the grounds of race, creed, color, national origin, gender, marital status, age, religion, or physical handicap.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of this 25th day of APRIL, 2006.

by 
Richard Walsh
Whatcom Transportation Authority
General Manager

by 
James G. Miller
Whatcom Council of Governments
Executive Director

Approved as to form:


Richard J. Langabeer
Legal Counsel to WTA