

INTERAGENCY AGREEMENT

**BETWEEN
WHATCOM COMMUNITY COLLEGE
AND
WHATCOM TRANSPORTATION AUTHORITY**

PARTIES TO THE AGREEMENT

THIS AGREEMENT is made and entered into by and between Whatcom Community College, hereinafter referred to as "WCC" and the Whatcom Transportation Authority, hereinafter referred to as "WTA" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide: an outline for the organization, responsibilities, and administration of the Orca Express Bus Pass program conducted by WCC and WTA. This agreement establishes a program allowing authorized WCC students to have prepaid access to WTA service. This agreement ties eligible student enrollment to the fee paid by WCC for the bus pass program.

THEREFORE, IT IS MUTUALLY AGREED THAT:

- A. WCC currently makes available and will continue to make available, during this agreement, a Whatcom Community College ID Card (Orca Card) encoded for use as a WTA Bus Pass to students upon paid registration through WCC. WCC assumes the expense of this card and the required encoding.
- B. WCC will administer the activation/deactivation of the Orca Express Bus Pass.
- C. The Intellectual Property Agreement, Attachment A, and the Letter of Agreement outlining expectations associated with upholding the Family Educational Rights and Privacy Act (FERPA), Attachment B, are incorporated through reference and required as part of this master agreement.
- D. WTA will provide public transportation services at no additional cost, to WCC students who use the Orca Express Bus Pass on any WTA Fixed-Route (including 80X Mt. Vernon service) or Specialized Transportation (consistent with WTA Specialized Transportation policies).
- E. The Orca Express Bus Pass is an annual bus pass that will be billed to WCC on a quarterly basis.
- F. WTA will partner with WCC to create and provide promotional and educational materials related to the Orca Express Bus Pass program.
- G. Winter 2017 passes may be flash passes depending on the status of WTA's SMART Card project.
- H. WTA will evaluate the ridership statistics at the conclusion of the Summer Quarter 2017. Potential changes for the next year, including service and pass price, will be evaluated at this time.
- I. WCC will provide WTA with the Full-time Equivalent (FTE) student count for each Quarter at the end of that Quarter's Add/Drop period.

STATEMENT OF WORK

The parties shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in this agreement.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 1, 2017 and be completed on December 31, 2017, unless terminated sooner or extended, as provided herein.

Following this trial calendar year, the contract will be in effect for the remainder of the 2017-2018 [January to August 2018] academic year ending August 31, 2018, plus four [4] additional academic years beginning September 1, 2018 and ending August 31, 2022.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130.

The parties have determined that the cost of accomplishing the work herein will be \$50 per annualized Full-Time Equivalent (FTE) student at the conclusion of the quarter's Add/Drop period. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

Annualized FTE is calculated by dividing each quarter's FTE count by three quarters. The following table demonstrates how payment calculations are made using the last two academic years' FTE counts (2014-15 and 2015-16) as examples:

2014-15	FTE *	Annualized	Quarterly Billing @ \$50 per Annualized FTE
Summer '14	690.72	230.24	\$11,512.00
Fall '14	3,430.32	1,143.44	\$57,172.00
Winter '15	3,192.77	1,064.26	\$53,213.00
Spring '15	2,960.55	986.85	\$49,342.50
TOTAL for 2014-15		3,424.79	\$171,239.50

2015-16	FTE *	Annualized	Quarterly Billing @ \$50 per Annualized FTE
Summer '15	638.31	212.77	\$10,638.50
Fall '15	3,439.26	1,146.42	\$57,321.00
Winter '16	3,256.23	1,085.41	\$54,270.50
Spring '16	3,004.78	1,001.59	\$50,079.50
TOTAL for 2015-16		3,446.19	\$172,309.50

* Full Time Equivalent – Credit Only

Source: MIS-2 Report: FTEs by Institutional Intent/Funding Source (10th Day Report)

WTA will evaluate and accommodate the impact of the Orca Express Bus Pass on ridership. WTA will monitor Orca Pass usage and provide shuttles, if necessary, for routes that regularly have overflow passengers. The first year, Jan. 1, 2017 through Dec. 31, 2017, WTA will bear the expense of any required additional shuttles. WCC will be billed at that current year's budgeted rate for the additional shuttles after December 31, 2017.

Passes may be provided to all students regardless of WCC's ability to bill students.

WTA is not responsible for adjusting charges or issuing credit to WCC for students unable to be billed for the passes.

BILLING PROCEDURE

WTA will create invoices based on the quarterly FTE student count provided by WCC at the end of the Add/Drop period. WTA shall submit invoices quarterly to WCC. Payment to the WTA for approved and completed work will be made by warrant within 30-days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30-days after the expiration date or the end of the fiscal year, whichever is earlier.

BILLING AND PAYMENT DATES

Academic Quarter	Quarter Starts	End of Add/Drop	FTE Count to WTA	Invoice to WCC	Payment Due to WTA
<i>Example</i>	<i>Quarter Start Date</i>	<i>Start Date + 20 days*</i>	<i>End Add/Drop date + 10 days</i>	<i>FTE Count Date + 10 days</i>	<i>Invoice Date + 30</i>
Winter 2017	01/04/2017	01/24/2017	02/03/2017	02/13/2017	03/15/2017
Spring 2017	04/04/2017	04/24/2017	05/04/2017	05/14/2017	06/13/2017
Summer 2017	06/26/2017	07/16/2017	07/26/2017	08/05/2017	9/04/2017
Fall 2017	09/19/2017	10/09/2017	10/19/2017	10/29/2017	11/28/2017

Sources: WCC Registration and Academic Calendar, <http://whatcom.edu/get-started/registration-calendar> and WCC Course Catalog, pg 12-13, <http://whatcom.edu/academics/course-catalog>

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The point of contact for WCC is: Nate Langstraat, 237 W. Kellogg Road, Bellingham, WA 98226, 360.383.3350, nlangstraat@whatcom.ctc.edu

The Program Manager for WTA is: Tami Eastwood, 4111 Bakerview Spur, Bellingham, WA 98226, 360.788.9333, tamie@ridewta.com

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to

the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WCC or WTA depending on from where the data originated. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies,

computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement at the end of an Academic Quarter by notifying the other party in writing prior to the beginning of the preceding Quarter (minimum of one full quarter advance notice). If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

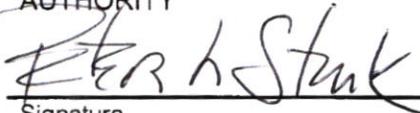
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

POSTING OF AGREEMENT

Pursuant to RCW 39.34.040, WCC and WTA shall list the existence of this Agreement on their websites by subject, or alternatively file the Agreement with the County auditor.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WHATCOM TRANSPORTATION
AUTHORITY



Signature

WHATCOM COMMUNITY COLLEGE



Signature

General Manager _____
Title: General Manager Date 10/27/16

President _____
Title _____ Date 10/25/2016

APPROVED AS TO FORM:

Signature on file _____
Assistant Attorney General