

**INTER-AGENCY AGREEMENT  
BETWEEN  
SKAGIT TRANSIT  
AND  
WHATCOM TRANSPORTATION AUTHORITY**



**THIS AGREEMENT** is made and entered into by and between the Whatcom Transportation Authority, ("WTA") and the Skagit Transit System ("Skagit").

**1. PURPOSE**

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship for the provision of fares and fare revenues pertaining to Route 80X, a cross-county service shared by WTA and Skagit. The Parties understand and agree that the transit service referenced herein shall be provided to the general public within the county limits of both Whatcom and Skagit Counties and to Snohomish County with a County Connector Pass. This Agreement is intended to establish the responsibilities of the Parties, including shared definitions, fare rates and fare revenues, pass designs and promotions.

**2. TERM**

The term of this Agreement shall be for five (5) calendar years, beginning October 1, 2014 and ending September 30, 2019.

**3. STATEMENT OF WORK**

The Parties shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the execution of this Agreement.

**A. DEFINITIONS**

WTA and Skagit mutually accept the following definitions identifying riders and bus passes:

**Youth:** Riders age 8 through 18

**Student:** Riders enrolled at a college, university, or vocational school physically located in Whatcom County or Skagit County

**Reduced/  
Select:**

Products or passes for seniors (65 and above) and riders with disabilities as defined by each agency. Agencies agree to honor the reduced fare ID cards issued by each agency.

**Day Pass:** Pass valid for unlimited rides until midnight the day it is first used. Day Pass is valid in Whatcom County and Skagit County; Skagit-Whatcom Day Pass is not valid on Route 90X.

**31-Day Pass:** Pass valid for unlimited rides until midnight of the 31<sup>st</sup> day after it is first used. The 31-Day Pass is valid on Route 80X, Route 90X and all local service within Skagit County and Whatcom County.

**B. FARES**

Route 80X fare rates and pass availability are detailed in the fare table (Section C., p. 2). Rates and pass issuance processes have been mutually agreed upon by both Parties. Subsequent changes to fare rates must not occur without prior consultation amongst both

Parties. This Agreement must be amended prior to any fare price change implementation by either Party. These fares only apply to Fixed Route service.

Each Party agrees to accept the County Connector passes and the Skagit-Whatcom Day Passes on all local service, the 80X and the 90X as defined below.

**C. FARE TABLE**

<b>Route 80X Fare Pass Designations</b>	<b>Cost</b>
Skagit-Whatcom Day Pass - Standard Fare*	\$6
Skagit-Whatcom Day Pass - Reduced Fare – ONLY SOLD BY Skagit *	\$3
Single Ride Cash Fare **	\$2
Single Ride Reduced Cash Fare **	\$1
31-Day Pass – County Connector - Standard Fare	\$50
31-Day Pass – County Connector - Reduced/Select Fare	\$25
31-Day Pass – County Connector – Youth	\$25
31-Day Pass – County Connector - Student Fare – ONLY SOLD BY WTA	\$25

\* Not applicable to 90X service

\*\* Local cash fares will apply to rides entirely within Skagit County or Whatcom County

**D. PASSES**

WTA will create a co-branded design for the County Connector 31-Day Passes.

WTA will be responsible for procurement of pre-printed and pre-encoded magnetic stripe 31-Day County Connector Bus Passes. Skagit may also use their standard pass media or the media procured by WTA.

Each agency chooses the distribution options that best fit the agency for the above pre-paid fare options.

**E. PROMOTIONS**

WTA and Skagit will work jointly to communicate and promote use of the Skagit-Whatcom Day Pass and County Connector 31-Day Pass to the general public. This includes, but is not limited to, communication through local networks and coordination and linkage of web page information. WTA will continue to provide public information materials for the County Connector service.

**F. OWNERSHIP OF REVENUES**

WTA and Skagit will each retain sole ownership of fare revenues received by each respective agency. Fare revenues will remain separate and exclusive to the agency of original pass sales transaction.

**G. EMPLOYEE & VOLUNTEER IDs**

Standard identification for employees & volunteers issued by either WTA or Skagit will be accepted as a flash pass on all 80X service.

#### **4. ON-GOING EVALUATION**

WTA and Skagit shall work cooperatively to monitor implementation of this Agreement and the delivery of services.

WTA and Skagit will share key ridership and running time statistics and additional information as needed.

#### **5. RECORDS MAINTENANCE**

The Parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect costs expended and fares collected by either Party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both Parties including 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.

#### **6. CHANGES**

This Agreement may be changed, modified, amended or waived only by mutual agreement of the Parties in writing and executed by personnel authorized to bind each of the Parties.

#### **7. TERMINATION FOR CONVENIENCE**

Either Party may terminate this Agreement upon ninety (90) days prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be responsible only for adherence to the terms of this Agreement prior to the effective date of termination.

#### **8. DISPUTES**

The Parties agree that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the Parties agree to elevate the dispute through equivalent management levels of each Party, and if necessary, to the WTA General Manager and Skagit Executive Director.

In the event that a dispute cannot be resolved in the manner described above, it shall be determined by a Dispute Board in the following manner: Each Party 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, terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto.

#### **9. INDEMNIFICATION**

Each Party agrees to protect, defend, appear, save harmless and indemnify the other Party from and against all claims, suits and actions, including costs and attorney's fees, arising from the intentional or negligent acts or omissions of such Party, its agents or employees in the performance of this Agreement.

#### **10. 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.

**11. 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.

**12. CONTACTS**

WTA and Skagit shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

WTA Contact: Rick Nicholson, Director of Service Development  
Whatcom Transportation Authority  
4111 Bakerview Spur Road  
Bellingham, WA 98226  
Telephone: 360-738-4585  
Fax: 360-738-7302  
E-mail: [ricken@ridewta.com](mailto:ricken@ridewta.com)

Skagit Contact: Carolyn Chase, Planner  
Skagit Transit  
600 County Shop Lane  
Burlington, WA 98233-9772  
Telephone: 360-757-8801  
Fax: 360-757-8019  
E-mail: [CChase@skagittransit.org](mailto:CChase@skagittransit.org)

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**WHATCOM TRANSPORTATION AUTHORITY**

**SKAGIT TRANSIT SYSTEM**

By: Pete Stark  
Pete Stark  
General Manager

By: Dale S. O'Brien  
Dale S. O'Brien  
Executive Director

Date: 10/1/14  10-3-14

**APPROVED AS TO FORM ONLY:**

**APPROVED AS TO FORM ONLY:**

Richard Kingalean 10/8/2014  
General Counsel Date

Richard Kingalean 10/8/2014  
General Counsel Date

**SIDE LETTER TO  
INTER-AGENCY AGREEMENT  
BETWEEN  
SKAGIT TRANSIT  
AND  
WHATCOM TRANSPORTATION AUTHORITY**

**SIDE LETTER** to the Inter-agency Agreement entered into by and between the Whatcom Transportation Authority, ("WTA") and the Skagit Transit System ("Skagit").

**1. PURPOSE**

The purpose of this Side Letter is to establish implementation schedule for the transition in fares required by the Inter-agency Agreement.

**2. TERM**

The term of this Side Letter shall be for one (1) calendar years, beginning October 1, 2014 and ending September 30, 2015.

**3. TRANSITION SCHEDULE**

- January 2, 2015 ..... New rates and restrictions go into effect except those extended below.
- September 1, 2015.... WWU Student ID Cards no longer accepted as flash pass.
- September 1, 2015.... WTA issued WWU Faculty and Staff Passes no longer accepted as flash pass.
- September 1, 2015.... Skagit Community College Student ID cards with valid sticker no longer accepted as flash pass.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Side Letter.

**WHATCOM TRANSPORTATION AUTHORITY**

**SKAGIT TRANSIT SYSTEM**

By: Pete Stark  
Pete Stark  
General Manager

By: Dale S. O'Brien  
Dale S. O'Brien  
Executive Director

Date: 10/1/14

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Duane Sangal 10/8/2014  
General Counsel Date

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