

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

THIS INTER-AGENCY AGREEMENT BETWEEN SKAGIT TRANSIT AND WHATCOM TRANSPORTATION AUTHORITY ("Agreement") is made and entered into by and between the Whatcom Transportation Authority, ("WTA") and the Skagit Transit System ("Skagit"), pursuant to the general authority of RCW Chapter 36.57A, and RCW Chapter 39.34.

1. PURPOSE

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship relating to the shared providing of public transportation between the parties' competing public transportation benefit service areas, and for the provision of fares and fare revenues pertaining to this 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.

2. TERM

The term of this Agreement shall be for five (5) calendar years, beginning September 17, 2020 and ending September 1, 2025.

3. STATEMENT OF WORK

The Parties shall furnish at their own expense, the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the execution of this Agreement, and to provide the public transportation service between their respective public transportation benefit areas, from those locations and pursuant to a schedule mutually agreed upon by the parties. The service when provided by WTA shall be referred to as Route 80X, while service provided by Skagit shall be referred to as route 90X. The parties shall not acquire, hold or dispose of any real or personal property as part of their joint and cooperative undertaking. Such service shall be provided by the parties subject to the following additional particulars:

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 31st 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 and 90X 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 Skagit-Whatcom Monthly and Day Passes on all local and regional fixed route services including the 80X and the 90X as defined below.

C. FARE TABLE

Route 80X & 90X Fare Pass Designations	Cost
Youth 7 and Under	free
Skagit-Whatcom Day Pass - Standard Fare	\$6
Skagit-Whatcom Day Pass - Reduced Fare	\$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

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

In addition to the above, each party will provide service on its system to all riders pursuant to any pass negotiated and agreed to between the other party and a third party. For instance, and as an example only, Skagit would provide service on the route 90X to any student of Western Washington University pursuant to the price and through use of any pass that may have been issued pursuant to any agreement between WTA and Western Washington University.

D. PASSES

Skagit and WTA have both implemented TouchPass fare collection systems for their agency. The agencies will move to a "Regional TouchPass" system as soon as the technology is in place. Each party shall pay its own associated expenses for implementing such "Regional TouchPass" for its operations.

E. PROMOTIONS

WTA and Skagit will work jointly to communicate and promote the County Connector service, and use of the TouchPass Regional System to the general public. This includes, but is not limited to, communication through local networks and coordination and linkage of web page information.

F. OWNERSHIP OF REVENUES AND TRANSACTION FEES

WTA and Skagit will each retain sole ownership of fare revenues collected by each respective agency from fare boxes on its buses. Fare revenues otherwise collected, including, but not limited to pass sales, will remain separate and exclusive to the agency of original pass sales transaction.

Each agency will be responsible to pay for the transaction fees (taps) recorded on their buses.

G. RIDERSHIP DATA

The agencies will share TouchPass ridership data on a timely and regular basis.

H. EMPLOYEE & VOLUNTEER IDs

Standard identification for employees issued by either WTA or Skagit will be accepted as a flash pass on all 80X and 90X service. Volunteers who are given free ridership as part of their activity will be issued a TouchPass card and that agency will issue the appropriate pass.

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 (6) 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. Each party shall upon such termination retain its own equipment, and so no further disposition of the same shall occur.

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, and/or arising from the providing of public transportation service.

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 designates the following persons for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement, and to serve as the administrators for administering the joint and cooperative undertaking called for under this Agreement.

WTA Contact: Tami Coleman, Revenue Manager
Whatcom Transportation Authority
4011 Bakerview Spur Road
Bellingham, WA 98226
Telephone: 360-788-9333
E-mail: tamic@ridewta.com

Skagit Contact: Brad Windler, Planner
Skagit Transit
600 County Shop Lane
Burlington, WA 98233-9772
Telephone: 360-757-8801
Fax: 360-757-8019
E-mail: BWindler@skagittransit.org

13. RESOLUTION AND DISCLOSURE

Each party shall secure approval from their respective Board of Directors through a resolution authorizing entry into this Agreement. Each agency shall file this Agreement in as required under RCW 39.34.040.

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

WHATCOM TRANSPORTATION AUTHORITY

By: Peter L. Stark
Peter L. Stark
General Manager

Date: 9/17/20

SKAGIT TRANSIT SYSTEM

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

Date: 9-17-20

APPROVED AS TO FORM ONLY:

M J Z 9/17/20
General Counsel Date

APPROVED AS TO FORM ONLY:

[Signature] 3.12.22
General Counsel Date