

**WTA BUS PASS SALES
TOUCHPASS/UMO/UMO PROVIDER AGREEMENT**

THIS WTA BUS PASS SALES TOUCHPASS/UMO PROVIDER AGREEMENT (“Agreement”) by and between Whatcom Transportation Authority (“WTA”), and Northwest Indian College, (“PROVIDER”), is entered into this 23rd day of August, 2024. This Agreement will automatically renew each year, unless terminated in writing as described herein;

WHEREAS WTA provides public transportation services in Whatcom County, and in such capacity sells a variety of bus passes to the public;

WHEREAS PROVIDER desires to provide WTA bus passes (“WTA Passes”) to their clients;

WHEREAS TOUCHPASS/UMO is WTA’s account-based fare collection system where products are digitally loaded into an individual’s “account” and not sold as a physical product;

WHEREAS TOUCHPASS/UMO customers use physical smart cards or a mobile app to access the account;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, WTA and PROVIDER agree as follows:

1. WTA will provide PROVIDER with a reseller account in the TOUCHPASS/UMO system and access to the TOUCHPASS/UMO Merchant Portal in order to offer WTA Passes to the Provider’s employees (“RESELLER ACCOUNT”).
2. WTA shall, when required to offer WTA Passes, also provide the following to facilitate TOUCHPASS/UMO sales:
 - a. A handheld Barcode scanner (#HT-BS003, Value \$39.00)
 - b. TOUCHPASS/UMO smartcards
3. PROVIDER shall be invoiced no later than the tenth (10th) of the month for WTA Passes distributed through the TOUCHPASS/UMO system, during the previous calendar month. Full payment of the invoice is due within thirty (30) days of receipt of an invoice from WTA.

4. PROVIDER shall use the following address for all correspondence and deliveries:

Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, Washington 98226
Attn: Accounting
Email: Accounting@ridewta.com

5. Billing address for the PROVIDER is:

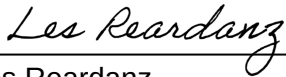
Northwest Indian College
2522 Kwina Road
Bellingham, Washington 98226
Attn: Victoria Retasket
vretasket@nwic.edu
(360) 392-4255

6. Interest in the amount of twelve percent (12%) per annum, or such rate as allowed by law, will be charged on all past-due balances owed by PROVIDER.
7. PROVIDER accepts the complete financial responsibility for and shall provide proper security for equipment and fare media. PROVIDER shall be responsible to pay for all WTA Passes distributed through the TOUCHPASS/UMO system and as well as any pass media or equipment from WTA that is lost, stolen or destroyed.
8. PROVIDER understands that WTA may restrict and/ or terminate PROVIDER's access to WTA Passes without notice if an invoice is delinquent.
9. Any failure or default by PROVIDER to comply with any term and condition of this Agreement shall constitute the wrongful appropriation of public funds and PROVIDER will be held legally responsible. Moreover, WTA may, in addition to seeking all other available remedies, terminate this Agreement immediately based upon any failure or default by PROVIDER to comply with any term and condition of this Agreement, without any notice or opportunity to cure.
10. Either party may terminate the Agreement for convenience with thirty (30) days written notice to the other party. In such case, PROVIDER shall deliver to WTA any equipment or property of WTA including unused pass media and equipment. WTA will invoice PROVIDER for services provided prior to termination within thirty (30) days of receiving notice from termination for convenience.
11. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party its/his/her attorneys' fees and costs, in addition to all other remedies allowed by law. Any action to enforce or interpret this Agreement shall be commenced in the Washington State Superior Court, Whatcom County. PROVIDER shall pay all other collection fees incurred by WTA in collecting funds owed by PROVIDER.

12. PROVIDER agrees to offer WTA Passes on a non-discriminatory basis in compliance with the US Department of Transportation regulations, including 49 CFR Part 21.
13. This Agreement may not be assigned by PROVIDER to a third party without the prior written consent of WTA which shall be in its sole discretion. In the event of an unauthorized assignment by PROVIDER, WTA may terminate the Agreement for default as outlined herein. Involuntary assignment of the Agreement due to bankruptcy or receiver appointment from RESELER's insolvency is considered breach of the Agreement and subject to termination.
14. Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.
15. No alterations or variation of any of the terms or conditions of this Agreement shall be effective without prior endorsement of the WTA's General Manager and execution by both parties of a written amendment.
16. At all times, PROVIDER shall be an independent contractor whereby, in the performance of this Agreement, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. PROVIDER shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. PROVIDER shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the PROVIDER is not an independent contractor of WTA.
17. As a recipient of State funds, PROVIDER shall provide sufficient access to inspect and audit records and information pertaining to the Agreement to the (a) U.S. Secretary of Transportation or the Secretary's duly authorized representatives; (b) Comptroller General of the United States; (c) and the Comptroller General's duly authorized representatives; and (d) WTA.
18. As a public contract, all records prepared, generated or used by PROVIDER or its/his/her agents, employees and subcontractors relating to the Agreement and associated work shall be subject to being a "Public Record" under RCW Chapter 42.56. PROVIDER shall maintain and retain all such records in a manner that is accessible, and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Agreement. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA and will not refrain from disclosing any record under an exemption that may be personal to the PROVIDER. PROVIDER will need to seek judicial approval to prevent such disclosure, at its/his/her expense.

19. PROVIDER shall indemnify, hold harmless and defend WTA from and against any claim, demand or judgment arising from PROVIDER's performance under this Agreement. Such duty to indemnify, hold harmless and defend shall apply and extend to any and all claims, demands or judgments by an employee of PROVIDER, and to this extent only PROVIDER hereby waives the benefits of any exclusivity provision under the Industrial Insurance Act, RCW Chapter 51.

The Parties hereby acknowledge that the person named herein is authorized to enter into this Agreement on behalf of each organization.



Les Reardanz
General Manager
Whatcom Transportation Authority

Date: 8/23/2024



Victoria Retasket
Dean of Students & Enrollment Management
Northwest Indian College

Date: 8/22/2024