

**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 ("Skagit") (individually "Party" and collectively "Parties"), and shall be effective as of September 1, 2026, notwithstanding the date of execution by either Party, pursuant to the general authority of RCW Chapter 36.57A., and RCW 39.34.080.

1. PURPOSE

The purpose of this Agreement is to establish a mutually beneficial contractual relationship to provide public transportation between the Parties' competing public transportation benefit service areas ("PTBA Boundary"), and for the provision of fares and fare revenues pertaining to this service. The transit service referenced herein shall be provided to the general public within the Parties' PTBA Boundary in Whatcom and Skagit Counties.

2. TERM

The term of this Agreement shall commence on September 1, 2026, notwithstanding the date on which the Agreement is executed by the Parties, and shall continue indefinitely unless terminated or amended in accordance with the terms of this Agreement.

The Parties acknowledge that the Route 80X provides an ongoing regional transportation connection between the Agencies' service areas and is intended to continue for the foreseeable future. The Parties shall review this Agreement when a substantial change occurs that may materially affect the terms or administration of the Agreement, including, but not limited to:

1. Any change to the fare rates or fare rules of either Agency;
2. A change to Route 80X;
3. A change to either Agency's fare collection software or system that results in Umo fare media no longer being accepted by both Agencies; or
4. Any other change that the Parties mutually agree may materially affect the terms or administration of this Agreement.

Any revisions resulting from such a review shall be made by mutual written agreement of the Parties and executed in accordance with applicable law and the Agencies' respective procedures.

3. AGREEMENT TO PROVIDE RECIPROCAL SERVICES

The Parties will each continue to provide fixed route public transportation services between and within each Party's PTBA Boundary at the levels currently offered by each for Route 80X ("Service"). The Parties will work in good faith to make modifications or changes to the Route 80X that are mutually agreeable to the parties.

Each Party shall provide the transportation services called for herein at its own expense, including, but not limited to, necessary personnel, buses and other equipment (including but not limited to, fare collection systems), materials, services, and transaction fees recorded on their buses. The Parties shall not jointly acquire, hold or dispose of any real or personal property pursuant to this Agreement.

4. RECIPROCAL GRANT OF RIGHT TO OPERATE WITHIN PTBA BOUNDARY AND TO USE PROPERTY

To the greatest extent allowed by law, each Party grants the other Party the right to operate within the other's PTBA Boundary, and to use the other's real property and bus stops as needed to provide the Service, all without any additional consideration.

5. DEFINITIONS

The following definitions shall be recognized for purposes of this Agreement:

Youth: Riders 18 and under.

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

Reduced/

Select: Half price fare rate for seniors (65 and above), riders with social security disability or income eligibility, and veterans, as defined by each agency. Each of the Parties agree to honor the reduced fare ID cards issued by the other Party.

Stored

Value: Amount stored on an Umo card or app valid for prepayment of rides at the rate determined valid for service on WTA and Skagit. Good on local rides on both Parties' buses, as well as the Route 80X and Route 90X.

Fare

Cap: The maximum amount a rider will pay within a specific time period on each transit system. This provides an incentive to ride once the Fare Cap is reached and allows riders to receive a pass-like discount while continuing to pay as they go. Once a rider reaches the applicable Fare Cap on either transit system, all subsequent rides on that transit system are free for the remainder of that time period. Fare Caps are specific to each transit system and are not interchangeable between WTA and Skagit.

6. FARES

The Parties agree to recognize the fare rates set out below during the Term. During the Term, a Party shall not adjust any fare without first providing notice and consulting with the other Party, and entry into an amendment to this Agreement. These fares only apply to Fixed Route service.

Each Party agrees to accept the Stored Value of the other Party on all other routes.

FARE TABLE

Route 80X & Route 90X Fare Pass Designations	Cost
Youth 18 Years and Under	free
Skagit Local Fare	\$1
Skagit Route 80X & Route 90X – 2 counties	\$2
Skagit Route 80X & Route 90X – 1 county	\$1
WTA Local Fare and all Route 80X	\$2
Skagit Daily Fare Cap	\$3

Skagit Reduced Daily Fare Cap	\$1.50
Skagit Monthly Fare Cap	\$30
Skagit Reduced Monthly Fare Cap	\$15
WTA Daily/Reduced Fare Cap	\$6
WTA Monthly Fare Cap	\$60
WTA Reduced Monthly Fare Cap	\$30

7. **STUDENT FARES**

a) **Whatcom Community College (WCC)**

Notwithstanding the fares set out in Section 6, Skagit will track rides by WCC students on all Skagit routes (including the Skagit Route 80X) and will invoice WTA within (30) business days after the end of each quarter for these rides at the rate of zero and 50/100 Dollars (\$0.50) per ride. Skagit will allow WCC students to use their WCC Orca Student ID as a fare pass and Youth student counts are separated from age-19-and-over by fare type. Skagit will provide a ridership report showing WCC student rides during the prior quarter with any invoice to WTA. WTA will pay each invoice within thirty (30) days of receipt.

Invoices will be mailed to:	Payments will be made to:
Accounts Payable Whatcom Transportation Authority 4011 Bakerview Spur Bellingham, WA 98226	Accounts Receivable Skagit Transit 600 County Shop Lane Burlington, WA 98233

b) **Western Washington University (WWU)**

The Parties acknowledge that each Agency separately contracts with Western Washington University regarding its respective student fare program. The Parties further acknowledge that, while the Agencies utilize the same UMO electronic benefit code fare media, each Agency's agreement with Western Washington University is separately administered and governed by its respective terms.

8. **ENTITLEMENT TO REVENUES AND TRANSACTION FEES**

Except as otherwise denoted herein, WTA and Skagit will each retain all fare revenue collected for the Services and any other public transportation provided by the Party.

9. **EMPLOYEE IDS**

Standard employee identification issued by either Party shall be accepted by the other Party as a flash pass. Employees of either Party may ride fare-free on all routes operated by either Party upon presentation of valid employee identification.

10. **ON-GOING EVALUATION**

The Parties shall work cooperatively to monitor implementation of this Agreement, delivery of the Service, and the ridership associated with the Service. The parties will share key ridership and running time statistics and additional information as needed.

11. RECORDS MAINTENANCE

The Parties shall each maintain books, records, documents, and other information which monitors costs expended and fares collected by each Party in the performance of the Service. These records shall be available for inspection, review or audit by the Parties, those authorized by either Party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to or prepared in conjunction with this Agreement will be retained for six (6) years after expiration of the Agreement.

12. MODIFICATIONS AND AMENDMENTS

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

13. TERMINATION FOR CONVENIENCE

Either Party may terminate this Agreement upon ninety (90) days prior written notification to the other Party. If so terminated, each Party shall retain its own equipment.

Upon termination of this Agreement, the Parties shall cooperate to conduct a final reconciliation of ridership and fare revenue associated with the Service through the effective date of termination. The Parties shall run a final ridership report and compare the ridership data with the fare revenue collected to determine whether any amounts are due and owing between the Parties. Any outstanding amounts identified through the final reconciliation shall be invoiced and paid in accordance with the applicable provisions of this Agreement.

14. DISPUTES AND VENUE

The Parties will attempt in good faith to resolve any conflicts arising out of this Agreement at the staff level. If this is unsuccessful, the Parties will elevate review of the dispute to equivalent management levels of each Party, and if necessary, to the WTA General Manager and Skagit Transit Chief Executive Officer.

If the Parties remain unable to resolve the dispute through this escalation process, the matter shall be submitted to mediation before a mutually agreeable mediator, whose fees and costs shall be equally shared by the Parties. If mediation does not resolve the dispute, either Party may commence an action and pursue any legal or equitable remedies that are available.

Any action arising out of this Agreement that is commenced against WTA shall be filed in the Superior Court of the State of Washington, Whatcom County. Any action arising out of this Agreement that is commenced against Skagit shall be filed in the Superior Court of the State of Washington, Skagit County.

15. INDEMNIFICATION, HOHLDHARMLESS AND DUTY TO DEFEND

Each Party shall indemnify, defend and hold harmless the other Party from and against all claims, suits, judgments and actions, including costs and attorneys' fees, arising out of the indemnifying Party's providing of the Service, its operations, or the Party's providing of public transportation service. Such duty to indemnify, defend and hold harmless shall extend to any claim, suit, judgment or action raised by an employee of the Party obligated to indemnify, defend and hold harmless, and to this limited extend only, each Party waives all exclusivity protection afforded by the Industrial Insurance Act, RCW Title 51.

16. NON-WAIVER

A failure by either Party to exercise its rights under this Agreement or to demand compliance from the other Party shall not preclude that Party from subsequent exercise of such rights or to demand

compliance, 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.

17. FULLY INTEGRATED CONTRACT

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.

18. CONTACTS

WTA and Skagit designate 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: Audra Stiles, Revenue Manager
Whatcom Transportation Authority
4011 Bakerview Spur Road
Bellingham, WA 98226
Telephone: 360-788-9333
E-mail: audras@ridewta.com

Skagit Contact: Chris Arkle, Finance Director
Skagit Transit
600 County Shop Lane
Burlington, WA 98233-9772
Telephone: 360-757-8801
E-mail: carkle@skagittransit.org

19. RESOLUTION APPROVING ENTRY INTO AGREEMENT

Each Party shall obtain all approvals and authorizations required from its respective governing body to enter into and perform under this Agreement pursuant to RCW 39.34.080.

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

WHATCOM TRANSPORTATION AUTHORITY

By: _____
Les Reardanz
General Manager
Les Reardanz

Signed: Thursday, September 17, 2026

APPROVED AS TO FORM ONLY:

Mark Lee

Mark Lee (Sep 17, 2026 14:41:46 PDT)

WTA General Counsel

SKAGIT TRANSIT SYSTEM

Crystle Stidham
By: _____
Crystle Stidham
Signed: Thursday, September 17, 2026
CEO

APPROVED AS TO FORM ONLY:

Carmon Traxler

Carmon Traxler (Sep 17, 2026 17:08:07 EDT)

Skagit General Counsel

Skagit - WTA County Connector Agreement - FINAL

Final Audit Report

2026-09-17

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