

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	CTR	4/18/08	RECEIVED APR 21 2008 WHATCOM COUNTY COUNCIL	4/22/08	Council
Division Head:					
Dept. Head:					
Prosecutor:	rjw	4/21/08			
Purchasing/Budget:					
Executive:	<i>[Signature]</i>	4/21/08			

TITLE OF DOCUMENT: Authorizing the County Executive to enter into an Interlocal Agreement between Whatcom County and Whatcom Transportation Authority (WTA) for reduced-fare bus passes for County employees

ATTACHMENTS: Draft Interlocal Agreement

SEPA review required? () Yes () NO SEPA review completed? () Yes () NO	Should Clerk schedule a hearing? () Yes () NO Requested Date:
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SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Resolution requesting authorization for Executive Kremen to sign an Interlocal Agreement between Whatcom County and WTA for a pilot program to provide bus passes to County employees.

COMMITTEE ACTION:	COUNCIL ACTION:
	4/22/2208: Council Approved 7-0 Res. 2008-035

Related County Contract #:	Related File Numbers:	Ordinance or Resolution Number: Res. 2008-035
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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.

PROPOSED BY: Executive
SPONSORED BY: Consent
INTRODUCTION DATE: 4/22/2008

RESOLUTION NO. 2008-035

**AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT
BETWEEN WHATCOM COUNTY AND WHATCOM TRANSPORTATION AUTHORITY (WTA) FOR
REDUCED-FARE BUS PASSES FOR COUNTY EMPLOYEES**

WHEREAS, Whatcom County supports alternative transportation and the reduction of single-occupant vehicle trips in this community; and

WHEREAS, it is prudent to extend that support to include County employees as a subset of the community as a whole; and

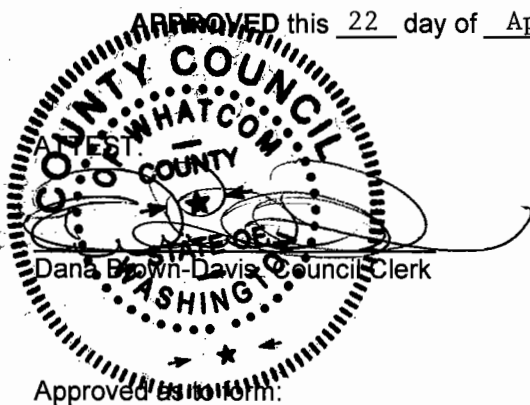
WHEREAS, in March 2008 the WTA Board of Directors unanimously approved a pilot program, in which WTA would provide reduced-fare bus passes to Whatcom County employees for a 5-month period in 2008; and

WHEREAS, this pilot program has the potential to significantly increase alternative transportation use by County employees, which will help to reduce congestion, improve air quality, and decrease carbon emissions in our community overall.

NOW, THEREFORE, BE IT RESOLVED that we hereby authorize the County Executive to enter into an Interlocal Agreement between Whatcom County and WTA with the following parameters:

1. WTA will provide free bus passes to Whatcom County, for distribution to staff, for the months of May and June, 2008.
2. For the months of July, August, and September, 2008, Whatcom County agrees to purchase bus passes for at least 25% of Courthouse employees at a rate of \$5 per pass per month.
3. WTA will provide additional passes to staff housed in other county facilities at a rate of \$5 per pass per month, with no minimum requirement.
4. Whatcom County will distribute these passes at no charge to staff who commit to riding the bus at least once per week over the duration of the pilot period.
5. The program will be evaluated for continuation at the end of the 5-month period.

APPROVED this 22 day of April, 2008.

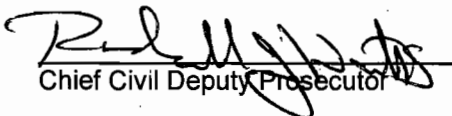


Dana Brown-Davis, Council Clerk

Approved as to form:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Carl Weimer, Council Chair


Chief Civil Deputy Prosecutor

WHATCOM TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 25th day of April, 2008 by and between the Whatcom County hereinafter called "The County", and the Whatcom Transit Authority, hereinafter called the "WTA", pursuant to Chapter 39.34 RCW and to other provisions of law, specifically RCW 39.34.080.

FOR AND IN CONSIDERATION OF the covenants, terms and conditions set forth herein, the parties hereto agree as follows:

- The WTA will provide free bus passes to The County for the time period May 1, 2008 thru June 30, 2008.
- The County will offer those passes to all their employees at their worksites. These free passes will be GFI coded for the entire two month period.
- The WTA will produce the passes.
- The County will distribute the passes at their worksites along with information regarding the appropriate use of the passes (non-transferable, non-refundable).
- After this two month period The County will be sold quarterly bus passes for the time period July 1 – September 30, 2008. The County must buy a minimum number of passes equal to 25% of Full Time Employees (FTE's) based upon just the Courthouse which at current consists of a pool of approximately 335 people plus the optional addition of the \$5.00 passes for interested staff in other locations.
- The County will purchase these passes from the WTA at a rate of \$15.00 per quarterly pass (equivalent of \$5.00 per month). They will then distribute them to their employees as they see fit but cannot resell them for more than the amount the WTA is charging. The WTA will track ridership on the passes by worksite and by bus pass number and will provide this information to The County as soon as it is available.
- After the trial period, which will end, September 30, 2008, the WTA, and The County will determine the effectiveness of the pilot program and willingness to continue with it.

As between the parties to this Agreement, each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. The County and WTA agree to defend, indemnify and hold harmless its officers, agents or employees from any claims, costs and/or demands arising out of or related to this Agreement or to any amendment made under this Agreement.

This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto. This agreement may be cancelled or terminated by either party in writing at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first hereinabove written:

Whatcom County Council

WHATCOM TRANSIT AUTHORITY
4111 Bakerview Spur
Bellingham, WA 98226

Richard G. Walsh
General Manager

Approved as to Form:

Richard Langabeer
Legal Counsel for the Authority