

INTERLOCAL AGREEMENT BETWEEN
WHATCOM TRANSPORTATION AUTHORITY
AND
WHATCOM COUNCIL OF GOVERNMENTS

This agreement, entered into on this date November 7, 2008, by and between Whatcom Transportation Authority (WTA) and Whatcom Council of Governments (WCOG) is to detail those tasks required of the WCOG that are associated with public transportation planning issues within the region that is Whatcom County and that specifically require coordination and cooperation with WTA.

WHEREAS WCOG is the Metropolitan Planning Organization (MPO) for Whatcom County, and,

WHEREAS WCOG is the Regional Transportation Planning Organization (RTPO) for Whatcom County, and,

WHEREAS Whatcom Transportation Authority provides publicly funded service within the Whatcom County Public Transportation Benefit Area;

NOW, THEREFORE it is mutually agreed as follows:

SECTION 1: SCOPE OF WORK

WCOG Responsibilities

- Incorporate WTA's annual Transportation Improvement Program (TIP) into the WCOG.
- Provide public access to draft TIP documents, and provide opportunities for public comment on those documents in a public hearing environment.
- Advertise availability of draft TIPs and the time and place of public hearings for TIP adoption by the Whatcom Transportation Policy Board in accordance with Federal Transit Administration (FTA) regulations.
- Record and, in cooperation with WTA, respond to comments expressed by the public as a result of draft TIP review or public hearings.
- Amend the TIP to reflect any pertinent changes in WTA's Transportation Improvement Program.
- Continue to assist WTA with public participation through the enhanced Community Transportation Advisory Group administered by WCOG. Approximately every four months CTAG membership is augmented by individuals interested primarily in transit aspects of transportation and the CTAG agendas for those meetings will reflect substantial time devoted to WTA-specific issues.

- Work with WTA staff in implementing transportation demand management (TDM) and commute trip reduction (CTR) programs.
- Complete additional work as required by FTA Regulations, Bulletins, and Directives, and as expressly agreed to between the parties. Any additional work agreed to by the parties will be specified in the WCOG Unified Planning Work Program (UPWP).

WTA Responsibilities

- Provide an adopted TIP to the WCOG in a timely manner to allow sufficient time to include the WTA projects in the public process associated with adoption of the following year's TIP.
- Assist WCOG in responding to public comments associated with WTA's projects included in the WCOG TIP.
- In the event WTA modifies its TIP, WTA shall request in writing, along with specific details of changes to pertinent entries, that WCOG amend its TIP.
- Cooperate with the WCOG in encouraging public participation and incorporating public comment into transit planning efforts.
- Provide financial information to WCOG concerning the financial feasibility of those projects identified in the WTA TIP.
- Work with the WCOG to ensure FTA requirements for inclusion of private public transportation providers are met.
- Work with WCOG staff in implementing TDM and CTR programs.

SECTION 2: TERM OF AGREEMENT

This agreement shall be in effect until superseded or rescinded by either or both of the parties. This agreement will renew automatically on an annual basis until or unless so modified by mutual agreement of both parties.

SECTION 3: PAYMENT

The WTA recognizes that the FTA sets the amount of funding available to the WCOG for transit related work annually, and agrees to pay the required 20% local match for those funds so that 100% of the funds are available for transit-related work to be completed by the WCOG. WCOG transit work for each federal fiscal year is categorically identified in the WCOG's annual UPWP. Year-to-year variations in tasks identified in the UPWP are based on Federal Highway Administration (FHWA), FTA, and Washington State Department of Transportation (WSDOT) requirements.

The cost of such work is billed monthly to FTA; the match for those funds is billed semi-annually to WTA.

SECTION 4: INDEMNIFICATION AND HOLD HARMLESS

Whatcom Council of Governments agrees to hold harmless Whatcom Transportation Authority, its officers, agents and employees from and against any and all claims, action, demands, losses, costs, penalties, and damages of whatsoever kind and nature caused either by WCOG, its agents, employees, or by other persons operating under WCOG direction, including claims by WCOG employees, and arising out of and in connection with or incident to the services to be performed by WCOG under this contract. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of WTA.

Whatcom Transportation Authority agrees to hold harmless Whatcom Council of Governments, its members, affiliates and employees from and against any and all claims, actions, demands, losses, costs, penalties, and damages of whatsoever kind and nature caused either by WTA, its agents, employees, or by other persons operating under WTA direction, including claims by WTA employees, and arising out of and in connection with or incident to the services to be performed by WTA under this contract. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of WCOG.

SECTION 5: NONDISCRIMINATION IN PROVIDING SERVICES

Neither Whatcom Transportation Authority nor Whatcom Council of Governments shall deny any individual an opportunity to participate in any program or service provided by the contract on the grounds of race, creed, color, national origin, gender, marital status, age, religion, or physical handicap.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of this 7th day of November, 2008.

By: _____

Richard Walsh
Whatcom Transportation Authority
General Manager

By: _____

James G. Miller
Whatcom Council of Governments
Executive Director

APPROVED as to form:

Richard J. Langabeer
Counsel to the WTA