

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAINBRIDGE ISLAND AND  
KITSAP COUNTY TRANSPORTATION BENEFIT AREA AUTHORITY FOR JOINT  
MARKETING OF BI RIDE**

- 1. Parties.** This interlocal agreement (“Agreement”) is made and entered into by and between the City of Bainbridge Island (“City”) and Kitsap County Transportation Benefit Area Authority, d/b/a Kitsap Transit, (“Kitsap Transit”). Both the City and Kitsap Transit are municipal corporations organized under the laws of the State of Washington and make this Agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.
- 2. Purpose of Agreement.** This Agreement provides for joint marketing of BI Ride, a shared-ride service that operates on Bainbridge Island.
- 3. Description of Marketing Funds Available.** On January 22, 2019, the Bainbridge Island City Council (“City Council”) adopted Resolution No. 2019-08, increasing the City’s vehicle license fee from \$20.00 to \$30.00. On January 22, 2019, the City Council also adopted Resolution No. 2019-06, allocating no more than \$100,000 of the increased revenue (“Marketing Funds”) to be used toward working with Kitsap Transit to engage the community and communicate the benefits of the current BI Ride service. On June 8, 2021, the City Council unanimously passed a motion to appropriate \$100,000 from the Transportation Benefit Fund and to direct the City Manager to use the funding to support communications and engagement related to the B.I. Ride service of Kitsap Transit.
- 4. Use of Marketing Funds.** All joint marketing of BI Ride performed under this Agreement shall go toward high-value and high-impact marketing outreach that shall include a metrics-based campaign designed to show an increase in awareness and use of the BI Ride service. Approved uses of the Marketing Funds for this purpose include, but are not limited to, the following:

  - A. Social media and traditional advertising and marketing efforts;
  - B. Event awareness and subsidizing rides for targeted groups to include seniors and youth during specified times of the year;
  - C. Collateral development for information campaigns with community groups; and
  - D. Stakeholder engagement and promotion with other taxing districts on Bainbridge Island.
  - E. Distribution of complimentary ORCA cards to Bainbridge Island residents under age eighteen.
- 5. Joint Decision Making.** The City Manager, and the Executive Director of Kitsap Transit (“Executive Director”) will jointly approve all uses of the Marketing Funds. No amount of the Marketing Funds will be allocated under this Agreement without the joint approval of both the City Manager and the Executive Director. Once a use of the Marketing Funds has been jointly approved via an administrative Memorandum of Understanding (MOU),

the City Manager and the Executive Director may mutually agree to a change in the use of the Marketing Funds as needed to accomplish the goals of this Agreement.

6. **Invoices.** When the parties have jointly approved a use of the Marketing Funds, Kitsap Transit shall proceed with, perform, and take all actions reasonably necessary to realize the jointly approved use. Kitsap Transit shall submit, in a format acceptable to the City, a quarterly invoice for the jointly approved costs of such use. Each jointly approved use of Marketing Funds shall be the subject of a separate invoice. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from Kitsap Transit. For each jointly approved use, the City is only responsible for paying the amount of Marketing Funds that was jointly approved by the City Manager and Executive Director.
7. **Reporting Requirements.** On or before the six-month and one-year milestone from the commencement of this agreement, Kitsap Transit shall provide the City with a report containing the following information:
  - A. A summary of uses of the Marketing Funds jointly approved by the parties since the execution of this Agreement;
  - B. Data showing ridership (i.e. number of riders, origins and destinations) of the BI Ride service for each month that this Agreement has remained in effect;
  - C. Data showing, for every month that this Agreement has remained in effect, the number and percentage of BI Ride users who call to schedule a ride using the mobile application;
  - D. Data visualizations showing, for the prior year, the areas of Bainbridge Island with the most calls for the BI Ride service; and
  - E. Data visualizations showing, for the prior year, the areas of Bainbridge Island with the least calls for the BI Ride service.
8. **Term and Termination.**
  - A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2023, unless sooner terminated by either party as provided below.
  - B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, Kitsap Transit shall be entitled to the amount of Marketing Funds that, at the time of termination, had been jointly approved by the parties under Section 5 of this Agreement.

**9. Indemnification.**

- A. Kitsap Transit shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of Kitsap Transit in performance of this Agreement, except for injuries and damages caused by the negligence, criminal acts, or willful misconduct of the City. If such claims, injuries, damages, losses, or suits, including attorney fees, are caused by or result from the concurrent negligence of the City, its officers, agents, employees, or volunteers, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of Kitsap Transit.
- B. The City shall defend, indemnify, and hold Kitsap Transit, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the City in performance of this Agreement, except for injuries and damages caused by the negligence, criminal acts, or willful misconduct of Kitsap Transit. If such claims, injuries, damages, losses, or suits, including attorney fees, are caused by or result from the concurrent negligence of Kitsap Transit, its officers, agents, employees, or volunteers, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- D. The provisions of this section shall survive the expiration of this Agreement and shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement or any portion thereof is not enforceable.

**10. Insurance.**

- A. Kitsap Transit is a member of the Washington State Transit Insurance Pool ("WSTIP"). If Kitsap Transit seeks to withdraw from WSTIP, Kitsap Transit shall provide the City with written notice of its decision to withdraw from WSTIP. Such notice shall be provided at least 45 days before the effective date of such withdrawal.
- B. The City is a member of the Washington Cities Insurance Authority ("WCIA"). If

the City seeks to withdraw from WCIA, the City shall provide Kitsap Transit with written notice of its decision to withdraw from WCIA. Such notice shall be provided at least 45 days before the effective date of such withdrawal.

**11. Disputes.** The Parties will work collaboratively in accordance with the following steps to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority appropriate. A Designated Representative will be identified by the City Manager for the City and the Executive Director for Kitsap Transit and the Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Designated Representative will notify the other Parties and the other Designated Representative in writing of any problem or dispute the Designated Representative believes needs formal resolution. This written notice will include: (1) a description of the issue to be resolved; (2) a description of the difference between the involved Parties on the issue; and (3) a summary of steps taken by the Designated Representative(s) to resolve the issue. The Designated Representatives for the Parties involved in the dispute will endeavor in good faith to meet within three (3) business days of receiving the written notice and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the Kitsap Transit Executive Director and or his/her designee of the City Manager or his/her designee will endeavor in good faith to meet within seven (7) business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute. The Parties agree that they will have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted; provided that if any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above, an action may be filed.

**12. Notice.** All notices or requests required or permitted under this Agreement shall be in writing. All notices or requests will be delivered by email, will be personally served, or will be sent by certified mail, return receipt requested, postage prepaid. An emailed notice or request shall be deemed received on the day the email is received by the recipient if it is a regular business day. If the email notice is received on a weekend or a holiday, as recognized by either party, the email shall be deemed received on the first regular business day following the weekend or holiday. A notice or request that is personally served shall be deemed received on the date it is delivered. A notice or request sent by certified mail shall be deemed received three business days following the date when mailed. All notices or requests to Kitsap Transit will be sent to the Kitsap Transit Executive Director. All notices or requests to the City of Bainbridge Island will be sent to the City Manager.

**13. Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Washington. Venue for any legal action arising from a dispute under this contract is in the Superior Court for Kitsap County, Washington.

**14. Non-Discrimination.** The parties shall not discriminate in any manner related to this

Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status, or disability.

- 15. Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all parties.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between Parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.
- 17. Compliance with RCW 39.34.040.** Within five (5) days from the effective date of this Agreement, Kitsap Transit shall file the original of this Agreement with the Kitsap County Auditor or, alternatively, listed by subject on a public agency's website or other electronically retrievable public source, in accordance with RCW 39.34.040, and shall then provide the City with a conformed copy of the filed Agreement.
- 18. No Separate Entity.** It is not contemplated that, as a result of this Agreement, any property, real or personal, will be jointly acquired by the parties to this Agreement. This Agreement does not establish or create a separate fund or legal entity. Neither party is authorized to bind the other to any contract or obligation. Each party to this Agreement shall be responsible for its own budgeting. To the extent that RCW 39.34.030 requires an administrator to be named, the City Manager and the Executive Director shall jointly administer this undertaking, as specified under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

**CITY OF BAINBRIDGE ISLAND**

Date: 6/17/22

By: [Signature]

Blair King  
City Manager

**KITSAP TRANSIT**

Date: 7/5/2022

By: [Signature]

John Clauson  
Executive Director