

RESOLUTION NO. R-43-21

A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF AMENDMENT NO. 4 TO THE 2019-2020 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM AND ENHANCED LEVELS OF SERVICE BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY.

WHEREAS, the City of Pullman (the "City") and Washington State University ("WSU") entered into an "2019-2020 Agreement for Use of Public Transportation System and Enhanced Levels of Service" (the "Agreement"), effective as of July 17, 2019, for the purpose of encouraging WSU student, faculty and staff use of Pullman Transit's public transportation system through the provision of enhanced public transportation services and the use of WSU-issued identification cards as a transit fare pass system; and

WHEREAS, the City Council for the city of Pullman has before it an agreement entitled Amendment No. 4 to 2019-2020 Agreement for Use of Public Transportation System and Enhanced Levels of Service ("Amendment No. 4 ") which is attached hereto as Exhibit "A"; and,

WHEREAS, it is necessary to amend the 2019-2020 Agreement to extend the Agreement from July 31, 2021 to October 31, 2021 and to set the monthly Payment for Service for such extension; and

WHEREAS, during this recovery period from the COVID-19 pandemic, federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funding is specifically available to Pullman Transit for qualifying expenses, including lost revenue, to cover a period until WSU Transportation Services revenue is fully reinstated and a new contract is negotiated and approved by the City and WSU in late fall 2021; and

WHEREAS, the City Council believes it is in the best interests of the City to authorize the execution of said Amendment No. 4; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the city of Pullman that Amendment No. 4 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute Amendment No. 4 in substantially the form attached as Exhibit "A", and to deliver an executed original thereof to Washington State University

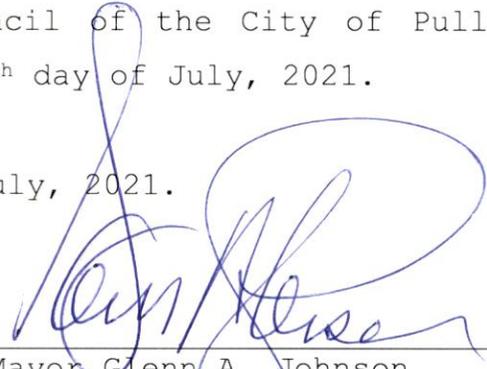
BE IT FURTHER RESOLVED that a copy of Amendment No. 4 shall be attached to and made part of the Agreement.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and Amendment No. 4 authorized thereby.

ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 27<sup>th</sup> day of July, 2021.

DATED this 28<sup>th</sup> day of July, 2021.



  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:

  
\_\_\_\_\_  
City Clerk Dee Stiles-Elliott

Approved as to Form:

\_\_\_\_\_  
City Attorney Laura D. McAloon

**FILED**

**JUL 28 2021**

**CITY CLERK'S OFFICE  
PULLMAN WASHINGTON**

**AMENDMENT NO. 4  
TO  
2019-2020 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM AND  
ENHANCED LEVELS OF SERVICE**

This Amendment No. 4 to 2019-2020 Agreement for Use of Public Transportation System and Enhanced Levels of Service (“Amendment No. 4”) is made and entered into this 13th day of July, 2021 by and between the City of Pullman, a municipal corporation of the State of Washington and provider of public transportation services (hereinafter referred to as “CITY”) and Washington State University, an institution of higher education and agency of the State of Washington (hereinafter referred to as “WSU”); and jointly hereinafter referred to as the “Parties.”

**WHEREAS**, the Parties entered into that certain Agreement for Use of Public Transportation System and Enhanced Levels of Service (the “Agreement”), effective as of July 17, 2019, for the purpose of encouraging WSU student, faculty and staff use of Pullman Transit’s public transportation system through the provision of enhanced public transportation services and the use of WSU-issued identification cards as a transit fare pass system; and

**WHEREAS**, the Parties desire to amend Section 4.1 of the Agreement to provide for the monthly payment amount to be made by WSU to CITY for August 2021, September 2021, and October 2021; and

**WHEREAS**, the Parties desire to amend Section 6.2 to extend the Term of the Agreement from July 31, 2021 to October 31, 2021.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendment to Section 4.1 of the Agreement. Section 4.1 of the Agreement is hereby amended as follows (deleted language ~~stricken~~; added language double underlined):

4.1 Payment for Service. WSU agrees to compensate CITY for the services provided pursuant to this Agreement as set forth on the schedule below. The CITY will invoice WSU on or before the 10th day of the month following each of the months listed below, and WSU will pay CITY within thirty (30) days of receipt of such invoice, the following fees:

Month	Fee	% of Total
August 2019	228,684.60	10.33%
September 2019	228,684.60	10.33%
October 2019	228,684.60	10.33%
November 2019	228,684.60	10.33%
December 2019	228,684.60	10.33%
January 2020	228,684.60	10.33%
February 2020	228,684.60	10.33%
March 2020	228,684.60	10.33%
April 2020	171,105.40	7.74%
May 2020	212,981.18	9.62%
June 2020	0	0%
July 2020	0	0%
August 2020	154,362.00	
September 2020	154,362.00	
October 2020	154,362.00	
November 2020	154,362.00	
<u>December 2020</u>	<u>146,358.14</u>	
<u>January 2021</u>	<u>146,358.14</u>	
<u>February 2021</u>	<u>146,358.14</u>	
<u>March 2021</u>	<u>146,358.14</u>	
<u>April 2021</u>	<u>146,358.14</u>	
<u>May 2021</u>	<u>146,358.14</u>	
<u>June 2021</u>	<u>0</u>	
<u>July 2021</u>	<u>0</u>	
<u>August 2021</u>	<u>146,358.14</u>	
<u>September 2021</u>	<u>146,358.14</u>	
<u>October 2021</u>	<u>146,358.14</u>	
Total Fee	\$2,831,011.38	100%
	<u>\$4,148,234.64</u>	

2. Amendment to Section 6.2 of the Agreement. Section 6.2 of the Agreement is hereby amended as follows (deleted language ~~stricken~~; added language double-underlined):

6.2 Term. The Term of this Agreement shall be for a period commencing on the latter of the Effective Date or August 1, 2019 through ~~November 30, 2020~~ October 31, 2021 (the "Term").

3. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement (including Amendment No. 1, Amendment No. 2, and Amendment No. 3) and this Amendment No. 4, the terms of this Amendment No. 4 shall control.

4. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

5. Counterparts. This Amendment No. 4 may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 4 as of the date and year first written above.

**Washington State University**



\_\_\_\_\_  
Stacy Pearson  
Vice President and Chief Financial Officer

Recommended by:



\_\_\_\_\_  
John Shaheen  
Director, Transportation Services

Approved as to Form:



\_\_\_\_\_  
Adam Malcolm  
Assistant Attorney General

**City of Pullman**



\_\_\_\_\_  
Glenn A. Johnson  
Mayor

ATTEST:



\_\_\_\_\_  
Dee Stiles-Elliott  
City Clerk

RESOLUTION NO. R-78-20

A RESOLUTION AUTHORIZING THE EXECUTION OF THE THIRD AMENDMENT TO THE 2019-2020 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM AND ENHANCED LEVELS OF PUBLIC TRANSPORTATION SERVICE BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY.

WHEREAS, pursuant to Ch. 35.95 RCW and Pullman City Code Ch. 10.50, the City of Pullman ("City") owns and operates a public transportation system within a service area defined generally as its city limits ("Pullman Transit"), and, further, has the authority under RCW 39.33.050 to contract with any other municipal corporation or political subdivision of the state for the provision of public transportation services, under such terms and conditions and upon the payment of such fees and charges as the City Council may determine; and,

WHEREAS, the City and Washington State University ("WSU") desire to continue to improve mobility options, help residents avoid the cost of operating a motor vehicle, reduce the community's carbon footprint, help the community avoid traffic congestion and negative impacts on air quality, and reduce the number of single occupant vehicle trips within the Pullman Transit service area; and

WHEREAS, the City Council for the city of Pullman has before it an agreement entitled Amendment No. 3 to 2019-2020 Agreement for Use of Public Transportation System and Enhanced Levels of Service ("Amendment No. 3") which is attached hereto as Exhibit "A"; and,

WHEREAS, it is necessary to amend the 2019-2020 Agreement to extend the Agreement from November 30, 2020 to May 31, 2021 and to set the monthly Payment for Service for such extension; and

WHEREAS, the City Council believes it is in the best interests of the City to authorize the execution of said Amendment No. 3; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the city of Pullman that Amendment No. 3 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute Amendment No. 3, attached hereto as Exhibit "A", and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Amendment authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 17<sup>th</sup> day of November, 2020.

DATED this 18<sup>th</sup> day of November, 2020.



  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:

  
\_\_\_\_\_  
City Clerk Dee Stiles-Elliott

Approved as to Form:

\_\_\_\_\_  
City Attorney

**AMENDMENT NO. 3  
TO  
2019-2020 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM AND  
ENHANCED LEVELS OF SERVICE**

This Amendment No. 3 to 2019-2020 Agreement for Use of Public Transportation System and Enhanced Levels of Service (“Amendment No. 3”) is made and entered into this 17th day of November, 2020 by and between the City of Pullman, a municipal corporation of the State of Washington and provider of public transportation services (hereinafter referred to as “CITY”) and Washington State University, an institution of higher education and agency of the State of Washington (hereinafter referred to as “WSU”); and jointly hereinafter referred to as the “Parties.”

**WHEREAS**, the Parties entered into that certain Agreement for Use of Public Transportation System and Enhanced Levels of Service (the “Agreement”), effective as of July 17, 2019, for the purpose of encouraging WSU student, faculty and staff use of Pullman Transit’s public transportation system through the provision of enhanced public transportation services and the use of WSU-issued identification cards as a transit fare pass system; and

**WHEREAS**, the Parties desire to amend Section 4.1 of the Agreement to provide for the monthly payment amount to be made by WSU to CITY for December 2020, January 2021, February 2021, March 2021, April 2021, and May 2021; and

**WHEREAS**, the Parties desire to amend Section 6.2 to extend the Term of the Agreement from November 30, 2020 to July 31, 2021.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendment to Section 4.1 of the Agreement. Section 4.1 of the Agreement is hereby amended as follows (deleted language ~~stricken~~; added language double underlined):

4.1 Payment for Service. WSU agrees to compensate CITY for the services provided pursuant to this Agreement as set forth on the schedule below. The CITY will invoice WSU on or before the 10th day of the month following each of the months listed below, and WSU will pay CITY within thirty (30) days of receipt of such invoice, the following fees:

Month	Fee	% of Total
August 2019	228,684.60	10.33%
September 2019	228,684.60	10.33%
October 2019	228,684.60	10.33%
November 2019	228,684.60	10.33%
December 2019	228,684.60	10.33%
January 2020	228,684.60	10.33%
February 2020	228,684.60	10.33%
March 2020	228,684.60	10.33%
April 2020	171,105.40	7.74%
May 2020	212,981.18	9.62%
June 2020	0	0%
July 2020	0	0%
August 2020	154,362.00	
September 2020	154,362.00	
October 2020	154,362.00	
November 2020	154,362.00	
<u>December 2020</u>	<u>146,358.14</u>	
<u>January 2021</u>	<u>146,358.14</u>	
<u>February 2021</u>	<u>146,358.14</u>	
<u>March 2021</u>	<u>146,358.14</u>	
<u>April 2021</u>	<u>146,358.14</u>	
<u>May 2021</u>	<u>146,358.14</u>	
Total Fee	\$2,831,011.38	100%
	<u>\$3,709,160.22</u>	

2. Amendment to Section 6.2 of the Agreement. Section 6.2 of the Agreement is hereby amended as follows (deleted language ~~stricken~~; added language double-underlined):

6.2 Term. The Term of this Agreement shall be for a period commencing on the latter of the Effective Date or August 1, 2019 through ~~November 30, 2020~~ July 31, 2021 (the "Term").

3. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement (including Amendment No. 1 and Amendment No. 2) and this Amendment No. 3, the terms of this Amendment No. 3 shall control.

4. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

5. Counterparts. This Amendment No. 3 may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date and year first written above.

**Washington State University**



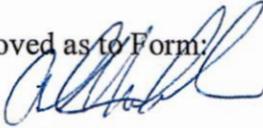
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Stacy Pearson  
Vice President and Chief Financial Officer

Recommended by:



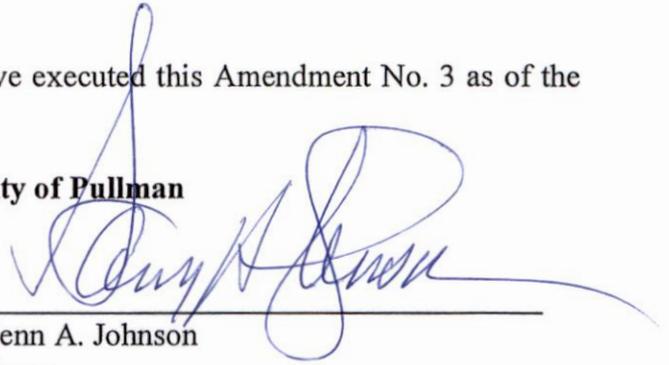
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John Shaheen  
Director, Transportation Services

Approved as to Form:



\_\_\_\_\_  
Adam Malcolm  
Assistant Attorney General

**City of Pullman**



\_\_\_\_\_  
Glenn A. Johnson  
Mayor

ATTEST:



\_\_\_\_\_  
Dee Stiles-Elliott  
City Clerk

**AMENDMENT NO. 2  
TO  
2019-2020 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM AND  
ENHANCED LEVELS OF SERVICE**

This Amendment No. 2 to 2019-2020 Agreement for Use of Public Transportation System and Enhanced Levels of Service ("Amendment No. 2") is made and entered into this 11th day of August, 2020 by and between the City of Pullman, a municipal corporation of the State of Washington and provider of public transportation services (hereinafter referred to as "CITY") and Washington State University, an institution of higher education and agency of the State of Washington (hereinafter referred to as "WSU"); and jointly hereinafter referred to as the "Parties."

**WHEREAS**, the Parties entered into that certain Agreement for Use of Public Transportation System and Enhanced Levels of Service (the "Agreement"), effective as of July 17, 2019, for the purpose of encouraging WSU student, faculty and staff use of Pullman Transit's public transportation system through the provision of enhanced public transportation services and the use of WSU-issued identification cards as a transit fare pass system; and

**WHEREAS**, due to the COVID-19 outbreak, WSU will be conducting its Fall 2020 Semester courses remotely, with extremely limited exceptions for in-person instruction; and

**WHEREAS**, due to WSU conducting its Fall 2020 Semester courses remotely, WSU's demand for CITY's transit services are not known as of the Agreement's expiration date currently detailed in Section 6.2 of the Agreement; and

**WHEREAS**, the Parties desire to amend Section 3.3 to define Temporary Community Plus Service; and

**WHEREAS**, the Parties desire to amend Section 4.1 of the Agreement to provide for the monthly payment amount to be made by WSU to CITY for August 2020, September 2020, October 2020, and November 2020; and

**WHEREAS**, the Parties desire to amend Section 6.2 to extend the Term of the Agreement from July 31, 2020 to November 30, 2020 to provide additional time for the Parties to gather necessary information so the Parties may negotiate a new agreement; and

**WHEREAS**, the Parties desire to amend the Agreement by adding Section 6.4 to provide for termination at will by either party or upon execution of a new contract.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendment to Section 3.3 of the Agreement. Section 3.3 of the Agreement is hereby amended as follows (deleted language ~~stricken~~; added language double underlined):

3.3 Enhanced Service Levels – Temporary Community Plus Service. In addition to Community Service described in 3.2, Pullman Transit provides enhanced service known as Temporary Community Plus Service using the Fixed-Route Services identified as Temporary Community Plus Service below in Table 1, together with complementary Dial-a-Ride Services during all service hours and operational areas in which Temporary Community Plus Service is offered.

Table 1

Pullman Transit service levels	Community Service (standard service)	<u>Temporary Community Plus Service</u> (enhanced service)
Monday through Friday	6:30am to 6:45pm <ul style="list-style-type: none"> <li>• Loop</li> <li>• Silver</li> <li>• Blue</li> <li>• Paradise</li> <li>• Dial-A-Ride</li> </ul>	6:30am to 6:45pm <ul style="list-style-type: none"> <li>• Loop</li> <li>• Silver</li> <li>• Blue</li> <li>• Paradise</li> <li>• Dial-A-Ride</li> </ul> 7:15am to 10:15am • Coffee Route 6:55am to 6:15pm 7:55am to 6:30pm <ul style="list-style-type: none"> <li>• Coug <u>A</u> Express</li> </ul> 6:45am 7:45am to 6:30pm <ul style="list-style-type: none"> <li>• Crimson Express</li> </ul> 6:50am to 8:40pm 7:50am to 6:30pm <ul style="list-style-type: none"> <li>• Gray Express</li> </ul> 6:30pm to midnight 10:15pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>
Saturday	10:00am to 5:30pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>	9:15am to midnight 10:00pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>
Sunday/Holiday*  *Pullman Transit is closed on New Year's Day, Thanksgiving Day, and Christmas Day	10:00am to 5:30pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>	10:00am to 5:30pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>

2. Amendment to Section 4.1 of the Agreement. Section 4.1 of the Agreement is hereby amended as follows (deleted language ~~stricken~~; added language double underlined):

4.1 Payment for Service. WSU agrees to compensate CITY for the services provided pursuant to this Agreement as set forth on the schedule below. The CITY will invoice WSU on or before the 10th day of the month following each of the months listed below, and WSU will pay CITY within thirty (30) days of receipt of such invoice, the following fees:

Month	Fee	% of Total
August <u>2019</u>	228,684.60	10.33%
September <u>2019</u>	228,684.60	10.33%
October <u>2019</u>	228,684.60	10.33%
November <u>2019</u>	228,684.60	10.33%
December <u>2019</u>	228,684.60	10.33%
January <u>2020</u>	228,684.60	10.33%
February <u>2020</u>	228,684.60	10.33%
March <u>2020</u>	228,684.60	10.33%
April <u>2020</u>	171,105.40	7.74%
May <u>2020</u>	212,981.18	9.62%
<u>June 2020</u>	<u>0</u>	<u>0%</u>
<u>July 2020</u>	<u>0</u>	<u>0%</u>
<u>August 2020</u>	<u>154,362.00</u>	
<u>September 2020</u>	<u>154,362.00</u>	
<u>October 2020</u>	<u>154,362.00</u>	
<u>November 2020</u>	<u>154,362.00</u>	
Total Fee	\$2,213,563.38	100%
	<u>\$2,831,011.38</u>	

3. Amendment to Section 6.2 of the Agreement. Section 6.2 of the Agreement is hereby amended as follows (deleted language ~~stricken~~; added language double-underlined):

6.2 Term. The Term of this Agreement shall be for a period commencing on the latter of the Effective Date or August 1, 2019 through July 31, 2020 ~~November 30, 2020~~ (the "Term").

4. Amendment Inserting Section 6.4 to the Agreement. Section 6.4 is hereby inserted into the Agreement as follows:

6.4 Termination at Will. This Agreement is terminable at will by either Party or upon execution of a new contract.

5. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment No. 2, the terms of this Amendment No. 2 shall control.

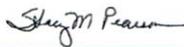
6. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

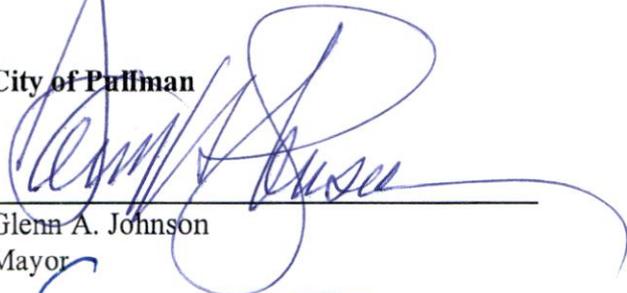
7. Counterparts. This Amendment No. 2 may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 2 as of the date and year first written above.

**Washington State University**

**City of Pullman**



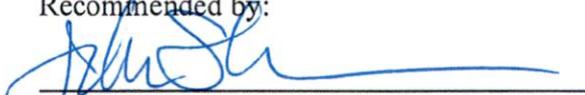


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Stacy Pearson  
Vice President and Chief Financial Officer

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Glenn A. Johnson  
Mayor

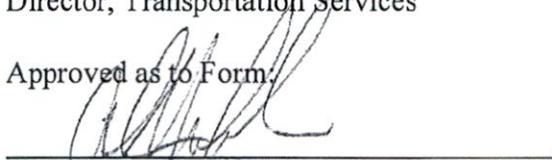
Recommended by:

ATTEST:

  
\_\_\_\_\_  
John Shaheen  
Director, Transportation Services

  
\_\_\_\_\_  
Dee Stiles-Elliott  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Adam Malcolm  
Assistant Attorney General

**AMENDMENT NO. 1  
TO  
2019-2020 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM AND  
ENHANCED LEVELS OF SERVICE**

This Amendment No. 1 to 2019-2020 Agreement for Use of Public Transportation System and Enhanced Levels of Service ("Amendment No. 1") is made and entered into this 30th day of June, 2020 by and between the City of Pullman, a municipal corporation of the State of Washington and provider of public transportation services (hereinafter referred to as "CITY") and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter referred to as "WSU"); and jointly hereinafter referred to as the "Parties."

**WHEREAS**, the Parties entered into that certain Agreement for Use of Public Transportation System and Enhanced Levels of Service (the "Agreement"), effective as of July 17, 2019, for the purpose of encouraging WSU student, faculty and staff use of Pullman Transit's public transportation system through the provision of enhanced public transportation services and the use of WSU-issued identification cards as a transit fare pass system; and

**WHEREAS**, due to low system ridership as the result of the COVID-19 outbreak, Pullman Transit did not provide the service levels as identified in Section 3 of the Agreement after April 1, 2020, resulting in service cuts of approximately 36% of usual weekday service hours; and

**WHEREAS**, WSU has requested that the reduced hours be calculated as a cost savings and shared equitably between the Parties; and

**WHEREAS**, the Parties desire to amend Section 4.1 of the Agreement for the remainder of the current contract period as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendment to Section 4.1 of the Agreement. Section 4.1 of the Agreement is hereby amended as follows (deleted language ~~stricken~~, added language double-underlined):

- 4.1 Payment for Service. WSU agrees to compensate CITY for the services provided pursuant to this Agreement as set forth on the schedule below. The CITY will invoice WSU on or before the 10th day of the month following each of the months listed below, and WSU will pay CITY within thirty (30) days of receipt of such invoice, the following fees:

Month	Fee	% of Total
August	228,684.60	10.33%
September	228,684.60	10.33%
October	228,684.60	10.33%
November	228,684.60	10.33%
December	228,684.60	10.33%
January	228,684.60	10.33%
February	228,684.60	10.33%
March	228,684.60	10.33%
April	<del>228,684.60</del>	<del>10.74%</del>
	<u>171,105.40</u>	
May	<del>228,684.60</del>	<del>10.62%</del>
	<u>212,981.18</u>	
Total Fee	<del>\$2,286,846.00</del>	100%
	<u>\$2,213,563.38</u>	

2. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control.

3. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

4. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date and year first written above.

**Washington State University**

*Stacy M Pearson*

\_\_\_\_\_  
Stacy Pearson  
Vice President and Chief Financial Officer

Recommended by:

*John Shaheen 6/18/20*

\_\_\_\_\_  
John Shaheen  
Director, Transportation Services

Approved as to Form:

*Sherry Gordon 6/18/2020*

\_\_\_\_\_  
Sherry Gordon, Senior Council  
Assistant Attorney General

**City of Pullman**

*Glenn A. Johnson 7/15/2020*

\_\_\_\_\_  
Glenn A. Johnson  
Mayor

ATTEST:

*Dee Stiles Elliott 7/15/2020*

\_\_\_\_\_  
Dee Stiles-Elliott  
City Clerk



**2019-2020 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM AND  
ENHANCED LEVELS OF SERVICE**

**THIS AGREEMENT (the “Agreement”)** is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter “CITY”), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter “WSU”).

RECITALS

WHEREAS, pursuant to Ch. 35.95 RCW and Pullman City Code Ch. 10.50, CITY owns and operates a public transportation system within a service area defined generally as its city limits, and, further, has the authority under RCW 39.33.050 to contract with any other municipal corporation or political subdivision of the state for the provision of public transportation services, under such terms and conditions and upon the payment of such fees and charges as the City Council may determine; and,

WHEREAS, both CITY and WSU desire to continue to improve mobility options, help residents avoid the cost of operating a motor vehicle, reduce the community’s carbon footprint, help the community to avoid traffic congestion and negative impacts on air quality, and reduce the number of single occupant vehicle trips within the Pullman Transit service area; and

WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public transportation system operated by the CITY to travel to, from, and on the campus of WSU, further strengthening the connection between CITY and WSU through the provision of enhanced public transportation services during the Fall and Spring semesters of the academic year and through the use of WSU-issued identification cards as a transit fare pass system.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Pullman Transit means the public transportation system operated by CITY consisting of a Fixed-Route Service component and a Dial-A-Ride Service component.
- 1.2 Dial-A-Ride Service means the demand/response service component of Pullman Transit, which provides senior citizens and individuals with disabilities public transportation services, is offered during the same hours as the Fixed-Route Service, does not operate on a fixed route, provides service to an area which is at least within three-quarters of a mile from any Fixed-Route Services and within the CITY service area and meets all other applicable state and federal requirements.
- 1.3 Fixed-Route Service means the service component of Pullman Transit which operates on fixed routes.
- 1.4 Eligible Riders means faculty, staff, students, and other authorized persons as determined by WSU who present a Valid Fare Instrument upon boarding a Pullman Transit vehicle.
- 1.5 Community Service means the standard year-round public transportation service provided by CITY between the hours of 6:30 AM and 6:45 PM, Monday through Friday, and on Saturdays and Sundays between the hours of 10:00 AM and 5:30 PM throughout the calendar year, except on legal holidays as determined by CITY.
- 1.6 Community Plus Service means the enhanced public transportation service, above and beyond that provided in Community Service, provided by CITY Monday through Friday between the hours of 6:45 PM and 12:00 AM (Midnight), and on Saturday between the hours of 9:15 AM and 10:00 AM and 5:30 PM and 12:00 AM (Midnight) during the Fall and Spring semesters of the WSU academic year, except on legal holidays as determined by CITY, pursuant to this Agreement.
- 1.7 Valid Fare Instrument means any WSU issued Cougar Card or a WSU Rider Card issued by WSU Transportation Services, except a "Community Member" Cougar Card.

SECTION 2: USE OF PULLMAN TRANSIT SERVICES UPON PRESENTATION OF VALID  
FARE INSTRUMENT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding a Pullman Transit bus by displaying to the transit bus driver a Valid Fare Instrument.
- 2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service in accordance with standard Pullman Transit policies without the payment of any fare upon boarding a Dial-A-Ride vehicle by displaying to the driver thereof a Valid Fare Instrument.
- 2.3 Refusal of Use. All Eligible Riders shall comply with all rules and regulations of Pullman Transit while using the public transportation system. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

SECTION 3: SERVICE LEVELS –  
COMMUNITY SERVICE AND COMMUNITY PLUS SERVICE

- 3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit pursuant to this agreement.
- 3.2 Standard Service Levels - Community Service. Pullman Transit provides its standard Community Service using the Fixed-Route Services described in Table 1, together with complementary Dial-a-Ride Services during all service hours and operational areas in which Community Service is provided.

3.3 Enhanced Service Levels - Community Plus Service. In addition to Community Service described in 3.2, Pullman Transit provides enhanced service known as Community Plus Service using the Fixed-Route Services identified as Community Plus Service in Table 1, together with complementary Dial-a-Ride Services during all service hours and operational areas in which Community Plus Service is offered.

Table 1

Pullman Transit service levels	Community Service (standard service)	Community Plus Service (enhanced service)
Monday through Friday	6:30am to 6:45pm <ul style="list-style-type: none"> <li>• Loop</li> <li>• Silver</li> <li>• Blue</li> <li>• Paradise</li> <li>• Dial-A-Ride</li> </ul>	6:30am to 6:45pm <ul style="list-style-type: none"> <li>• Loop</li> <li>• Silver</li> <li>• Blue</li> <li>• Paradise</li> <li>• Dial-A-Ride</li> </ul> 7:15am to 10:15am <ul style="list-style-type: none"> <li>• Coffee Route</li> </ul> 6:55am to 6:15pm <ul style="list-style-type: none"> <li>• Coug Express</li> </ul> 6:45am to 6:30pm <ul style="list-style-type: none"> <li>• Crimson Express</li> </ul> 6:50am to 8:40pm <ul style="list-style-type: none"> <li>• Gray Express</li> </ul> 6:30pm to midnight <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>
Saturday	10:00 am to 5:30pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>	9:15am to midnight <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>
Sunday/Holiday*	10:00 am to 5:30pm <ul style="list-style-type: none"> <li><input type="checkbox"/> Lentil</li> </ul>	10:00 to 5:30pm <ul style="list-style-type: none"> <li><input type="checkbox"/> Lentil</li> </ul>
*Pullman Transit is closed on New Year's Day, Thanksgiving Day, and Christmas Day	<ul style="list-style-type: none"> <li><input type="checkbox"/> Wheat</li> <li><input type="checkbox"/> Dial-A-Ride</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Wheat</li> <li><input type="checkbox"/> Dial-A-Ride</li> </ul>

SECTION 4: FEES FOR USE OF PULLMAN TRANSIT SERVICES AND ENHANCED  
PUBLIC TRANSPORTATION SYSTEM SERVICES

4.1 Payment for Service. WSU agrees to compensate CITY for the services provided pursuant to this Agreement as set forth on the schedule below. The CITY will invoice WSU on or before the 10<sup>th</sup> day of the month following each of the months listed below, and WSU will pay CITY within thirty (30) days of receipt of such invoice, the following fees:

Month	Fee	% of Total
August	228,684.60	10%
September	228,684.60	10%
October	228,684.60	10%
November	228,684.60	10%
December	228,684.60	10%
January	228,684.60	10%
February	228,684.60	10%
March	228,684.60	10%
April	228,684.60	10%
May	228,684.60	10%
 Total Fee	 \$ 2,286,846.00	 100%

4.2 Fee for Additional Service. Any additional service that is not listed in Table 1 is subject to Pullman City Council approval. WSU agrees to pay CITY the fee of \$92.58 per hour per bus for additional requested service that falls outside of service described in Table 1. CITY will add the cost of additional service to the fees described in section 4.1.

SECTION 5: COMMUNICATIONS

- 5.1 Reports. CITY will provide WSU with ridership data on a monthly basis.
- 5.2 Parties Agree to Meet. The parties shall meet monthly to monitor the performance of this Agreement. The Transit Manager will be the lead for the CITY, and the Director of Transportation will be the lead for WSU.

5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by email or mail, return receipt requested, and postage prepaid to the addressees as follows:

TO CITY:  
Transit Manager  
City of Pullman  
775 NW Guy Street  
Pullman, WA 99163

TO WSU:  
Director, Transportation  
P.O. Box 645500  
Washington State University  
Pullman, WA 99164-5500

With a copy to:  
Finance Director  
City of Pullman  
325 SE Paradise St  
Pullman, WA 99163

With copy to:  
Finance and Administration, Contracts  
Washington State University  
P.O. Box 641045  
Pullman, WA 99164

#### SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

- 6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement (the "Effective Date").
- 6.2 Term. The Term of this Agreement shall be for a period commencing on the latter of the Effective Date or August 1, 2019 through July 31, 2020 (the "Term").
- 6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving ninety (90) calendar days' notice of default to the other party, and the non-breaching party's election to terminate the Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-breaching party prior to expiration of the ninety (90) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU up to the effective date of termination must be paid within sixty (60) days of termination of this Agreement.

## SECTION 7: MISCELLANEOUS

- 7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.
- 7.2 Additional Funding - Notice. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Transportation Services of the receipt of additional funds and advise her/him of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.
- 7.3 Non-discrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies. The PARTIES agree that no individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex/gender, sexual orientation, gender identity/expression, race, color, religion, creed, marital status, familial status, national origin, honorably discharged veteran or military status, genetic information, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- 7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.

- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.
- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.
- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.

*[This Section Left Intentionally Blank]*

7.10 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

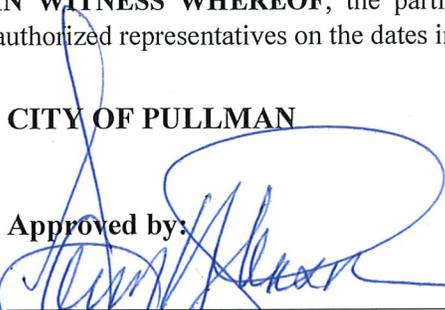
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

**CITY OF PULLMAN**

**WASHINGTON STATE  
UNIVERSITY**

Approved by:

Approved by:

  
\_\_\_\_\_  
Glenn A. Johnson  
Mayor  
Date: 2-16-19

  
\_\_\_\_\_  
Stacy Pearson  
Vice President for Finance and  
Administration  
Date: 6/25/19

Attest:

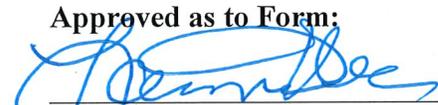
Recommended by:

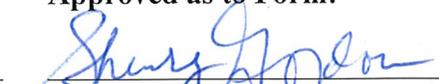
  
\_\_\_\_\_  
Dee Stiles-Elliott  
City Clerk  
Date: 7-17-2019

  
\_\_\_\_\_  
John Shaheen  
Director, Transportation Services  
Date: 6/24/19

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Laura D. McAloon  
City Attorney  
Date: 7-16-19

  
\_\_\_\_\_  
Sherry Gordon, Senior Counsel  
Assistant Attorney General  
Date: 6-21-19

**2018-2019 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM AND  
ENHANCED LEVELS OF SERVICE**

**THIS AGREEMENT** (the “Agreement”) is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter “CITY”), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter “WSU”).

RECITALS

WHEREAS, pursuant to Ch. 35.95 RCW and Pullman City Code Ch. 10.50, CITY owns and operates a public transportation system within a service area defined generally as its city limits, and, further, has the authority under RCW 39.33.050 to contract with any other municipal corporation or political subdivision of the state for the provision of public transportation services, under such terms and conditions and upon the payment of such fees and charges as the City Council may determine; and,

WHEREAS, both CITY and WSU desire to continue to improve mobility options, help residents avoid the cost of operating a motor vehicle, reduce the community’s carbon footprint, help the community to avoid traffic congestion and negative impacts on air quality, and reduce the number of single occupant vehicle trips within the Pullman Transit service area; and

WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public transportation system operated by the CITY to travel to, from, and on the campus of WSU, further strengthening the connection between CITY and WSU through the provision of enhanced public transportation services during the Fall and Spring semesters of the academic year and through the use of WSU-issued identification cards as a transit fare pass system.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Pullman Transit means the public transportation system operated by CITY consisting of a Fixed-Route Service component and a Dial-A-Ride Service component.
- 1.2 Dial-A-Ride Service means the demand/response service component of Pullman Transit, which provides senior citizens and individuals with disabilities public transportation services, is offered during the same hours as the Fixed-Route Service, does not operate on a fixed route, provides service to an area which is at least within three-quarters of a mile from any Fixed-Route Services and within the CITY service area and meets all other applicable state and federal requirements.
- 1.3 Fixed-Route Service means the service component of Pullman Transit which operates on fixed routes.
- 1.4 Eligible Riders means faculty, staff, students, and other authorized persons as determined by WSU who present a Valid Fare Instrument upon boarding a Pullman Transit vehicle.
- 1.5 Community Service means the standard year-round public transportation service provided by CITY between the hours of 6:30 AM and 6:45 PM, Monday through Friday, and on Saturdays and Sundays between the hours of 10:00 AM and 5:30 PM throughout the calendar year, except on legal holidays as determined by CITY.
- 1.6 Community Plus Service means the enhanced public transportation service, above and beyond that provided in Community Service, provided by CITY Monday through Friday between the hours of 6:45 PM and 12:00 AM (Midnight), and on Saturday between the hours of 9:15 AM and 10:00 AM and 5:30 PM and 12:00 AM (Midnight) during the Fall and Spring semesters of the WSU academic year, except on legal holidays as determined by CITY, pursuant to this Agreement.
- 1.7 Valid Fare Instrument means any WSU issued Cougar Card or a WSU Rider Card issued by WSU Transportation Services, except a "Community Member" Cougar Card.

SECTION 2: USE OF PULLMAN TRANSIT SERVICES UPON PRESENTATION OF  
VALID FARE INSTRUMENT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding a Pullman Transit bus by displaying to the transit bus driver a Valid Fare Instrument.
- 2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service in accordance with standard Pullman Transit policies without the payment of any fare upon boarding a Dial-A-Ride vehicle by displaying to the driver thereof a Valid Fare Instrument.
- 2.3 Refusal of Use. All Eligible Riders shall comply with all rules and regulations of Pullman Transit while using the public transportation system. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

SECTION 3: SERVICE LEVELS – COMMUNITY SERVICE AND COMMUNITY PLUS  
SERVICE

- 3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit pursuant to this agreement.
- 3.2 Standard Service Levels - Community Service. Pullman Transit provides its standard Community Service using the Fixed-Route Services described in Table 1, together with

complementary Dial-a-Ride Services during all service hours and operational areas in which Community Service is provided.

3.3 Enhanced Service Levels - Community Plus Service. In addition to Community Service described in 3.2, Pullman Transit provides enhanced service known as Community Plus Service using the Fixed-Route Services identified as Community Plus Service in Table 1, together with complementary Dial-a-Ride Services during all service hours and operational areas in which Community Plus Service is offered.

Table 1

Pullman Transit service levels, effective August 2018	Community Service (standard service)	Community Plus Service (enhanced service)
Monday through Friday	6:30am to 6:45pm <ul style="list-style-type: none"> <li>• Loop</li> <li>• Silver</li> <li>• Blue</li> <li>• Paradise</li> <li>• Dial-A-Ride</li> </ul>	6:30am to 6:45pm <ul style="list-style-type: none"> <li>• Loop</li> <li>• Silver</li> <li>• Blue</li> <li>• Paradise</li> <li>• Dial-A-Ride</li> </ul> 7:15am to 10:15am <ul style="list-style-type: none"> <li>• Coffee Route</li> </ul> 6:45am to 8:40pm <ul style="list-style-type: none"> <li>• Coug Express</li> <li>• Crimson Express</li> <li>• Gray Express</li> </ul> 6:30pm to midnight <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>
Saturday	10:00 am to 5:30pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>	9:15am to midnight <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>
Sunday/Holiday* *Pullman Transit is closed on New Year's Day, Thanksgiving Day, and Christmas Day	10:00 am to 5:30pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>	10:00 to 5:30pm <ul style="list-style-type: none"> <li>• Lentil</li> <li>• Wheat</li> <li>• Dial-A-Ride</li> </ul>

SECTION 4: FEES FOR USE OF PULLMAN TRANSIT SERVICES AND ENHANCED  
PUBLIC TRANSPORTATION SYSTEM SERVICES

4.1 Payment for Service. WSU agrees to compensate CITY for the services provided pursuant to this Agreement as set forth on the schedule below. The CITY will invoice WSU on or before the 10<sup>th</sup> day of the month following each of the months listed below, and WSU will pay CITY within thirty (30) days of receipt of such invoice, the following fees:

Month	Fee	% of Total
August 2018	219,677.81	10%
September 2018	219,677.81	10%
October 2018	219,677.81	10%
November 2018	219,677.81	10%
December 2018	219,677.81	10%
January 2019	219,677.81	10%
February 2019	219,677.81	10%
March 2019	219,677.81	10%
April 2019	219,677.81	10%
May 2019	219,677.81	10%
<hr/>		
Total Fee	\$ 2,196,778.08	100%

4.2 Fee for Additional Fixed-Route Service or Increased Dial-a-Ride Demand. Any additional service that is not listed in Table 1 is subject to Pullman City Council approval. WSU currently provides special on-campus transportation services to students with disabilities with its Cougar Accessible Transit (CAT) service between the hours of 7:30 AM and 5:00 PM, Monday through Friday, year-round except for University holidays, and the fees described in section 4.1 do not include the cost of providing regular on campus Dial-a-Ride services. The parties agree to negotiate the amount of any additional financial support required in the unlikely event that WSU discontinues its CAT service. WSU agrees to pay CITY the fee of \$78.40 per hour per bus for additional requested service that falls outside

of service described in Table 1. CITY will add the cost of additional service to the fees described in section 4.1.

SECTION 5: COMMUNICATIONS

- 5.1 Reports. CITY will provide WSU with ridership data on a monthly basis.
- 5.2 Parties Agree to Meet. The parties shall meet monthly to monitor the performance of this Agreement. The Transit Manager will be the lead for the CITY, and the Director of Transportation will be the lead for WSU.
- 5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by email or mail, return receipt requested, and postage prepaid to the addressees as follows:

TO CITY:  
 Transit Manager  
 City of Pullman  
 775 NW Guy Street  
 Pullman, WA 99163

TO WSU:  
 Director, Transportation  
 P.O. Box 645500  
 Washington State University  
 Pullman, WA 99164-5500

With a copy to:  
 Finance Director  
 City of Pullman  
 325 SE Paradise St  
 Pullman, WA 99163

With copy to:  
 Finance and Administration, Contracts  
 Washington State University  
 P.O. Box 641045  
 Pullman, WA 99164

SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

- 6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement (the “Effective Date”).
- 6.2 Term. The Term of this Agreement shall be for a period commencing on the latter of the Effective Date or August 1, 2018 through July 31, 2019 (the “Term”).

6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving ninety (90) calendar days' notice of default to the other party, and the non-breaching party's election to terminate the Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-breaching party prior to expiration of the ninety (90) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU up to the effective date of termination must be paid within sixty (60) days of termination of this Agreement.

#### SECTION 7: MISCELLANEOUS

7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.

7.2 Additional Funding - Notice. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Transportation Services of the receipt of additional funds and advise her/him of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.

7.3 Nondiscrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies.

7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.

- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.
- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.
- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.

*[This Space Left Intentionally Blank]*

7.10 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

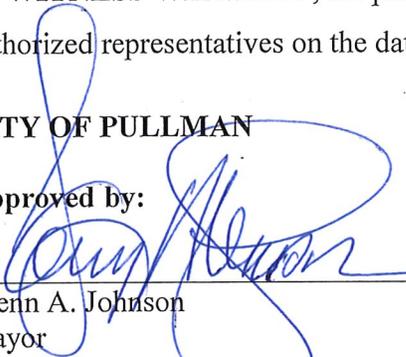
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

**CITY OF PULLMAN**

**WASHINGTON STATE UNIVERSITY**

Approved by:

Recommended by:

  
Glenn A. Johnson  
Mayor

  
John Shaheen  
Director, Transportation Services

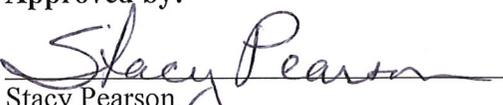
Date: 7-18-2018

Date: June 19, 2018

Attest:

Approved by:

  
Dee Stiles-Elliott  
City Clerk

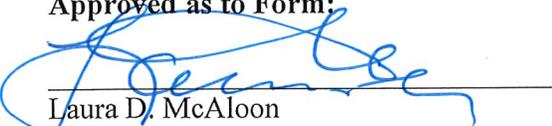
  
Stacy Pearson  
Vice President for Finance and  
Administration

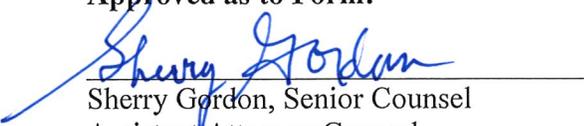
Date: 7-18-2018

Date: June 21, 2018

Approved as to Form:

Approved as to Form:

  
Laura D. McAloon  
City Attorney

  
Sherry Gordon, Senior Counsel  
Assistant Attorney General

Date: 7/10/18

Date: June 19, 2018



**2017-2018 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM  
AND ENHANCED LEVELS OF SERVICE**

**THIS AGREEMENT (the “Agreement”)** is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter “CITY”), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter “WSU”).

RECITALS

WHEREAS, pursuant to Ch. 35.95 RCW and Pullman City Code Ch. 10.50, CITY owns and operates a public transportation system within a service area defined generally as its city limits, and, further, has the authority under RCW 39.33.050 to contract with any other municipal corporation or political subdivision of the state for the provision of public transportation services, under such terms and conditions and upon the payment of such fees and charges as the City Council may determine; and,

WHEREAS, both CITY and WSU desire to continue to improve mobility options, help residents avoid the cost of operating a motor vehicle, reduce the community’s carbon footprint, help the community to avoid traffic congestion and negative impacts on air quality, and reduce the number of single occupant vehicle trips within the Pullman Transit service area; and

WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public transportation system operated by the CITY to travel to, from, and on the campus of WSU, further strengthening the connection between CITY and WSU through the provision of enhanced public transportation services during the Fall and Spring semesters of the academic year and through the use of WSU-issued identification cards as a transit fare pass system.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Pullman Transit means the public transportation system operated by CITY consisting of a Fixed-Route Service component and a Dial-A-Ride Service component.
- 1.2 Dial-A-Ride Service means the demand/response service component of Pullman Transit, which provides senior citizens and individuals with disabilities public transportation services, is offered during the same hours as the Fixed-Route Service, does not operate on a fixed route, provides service to an area which is at least within three-quarters of a mile from any Fixed-Route Services and within the CITY service area and meets all other applicable state and federal requirements.
- 1.3 Fixed-Route Service means the service component of Pullman Transit which operates on fixed routes.
- 1.4 Eligible Riders means faculty, staff, students, and other authorized persons as determined by WSU who present a Valid Fare Instrument upon boarding a Pullman Transit vehicle.
- 1.5 Community Service means the basic year-round public transportation service provided by CITY.
- 1.6 Community Plus Service means the enhanced public transportation service provided by CITY during the Fall and Spring semesters of the WSU academic year pursuant to this Agreement.
- 1.7 Valid Fare Instrument means any WSU issued Cougar Card or a WSU Rider Card issued by WSU Transportation Services, except a "Community Member" Cougar Card.

SECTION 2: USE OF PULLMAN TRANSIT SERVICES UPON PRESENTATION OF  
VALID FARE INSTRUMENT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding a Pullman Transit bus by displaying to the transit bus driver a Valid Fare Instrument.
- 2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service in accordance with standard Pullman Transit policies without the payment of any fare upon boarding a Dial-A-Ride vehicle by displaying to the driver thereof a Valid Fare Instrument.
- 2.3 Refusal of Use. All Eligible Riders shall comply with all rules and regulations of Pullman Transit while using the public transportation system. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

SECTION 3: SERVICE LEVELS – COMMUNITY SERVICE AND COMMUNITY  
PLUS SERVICE

- 3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit pursuant to this agreement.
- 3.2 Standard Service Levels - Community Service. Pursuant to this Agreement and subject to the parties' performance of its terms, Pullman Transit provides its

standard Fixed-Route Services between the hours of 6:30 AM and 6:30 PM, Monday through Friday, and on Saturdays and Sundays between the hours of 10:00 AM and 5:30 PM. In accordance with state and federal laws, Pullman Transit provides its Dial-a-Ride Services during all service hours and operational areas in which Fixed-Route Services are offered. Together, the standard Fixed-Route Services and Dial-a-Ride Services are defined as Pullman Transit's Community Service and are provided Monday through Sunday throughout the calendar year, except on legal holidays as determined by the CITY, and as further described in Appendix "A" attached hereto and incorporated herein by reference.

- 3.3 Enhanced Service Levels - Community Plus Service. Pursuant to this Agreement and subject to the parties' performance of its terms, CITY operates an enhanced public transportation system during the Fall and Spring semesters when WSU is in session, further described in Appendix "A" as "Community Plus Service." Community Plus Service provides the standard service level of Community Service and also provides enhanced and express routes and hours of operation Monday through Friday between the hours of 6:30 PM and 12:00 AM (Midnight), and on Saturday between the hours of 9:15 AM and 10:00 AM and 5:30 PM and 12:00 AM (Midnight), except on legal holidays as determined by CITY. In accordance with state and federal laws, Pullman Transit also provides enhanced Dial-a-Ride Services during all service hours and operational areas in which Fixed-Route Services are offered as Community Plus Service.

#### SECTION 4: FEES FOR USE OF PULLMAN TRANSIT SERVICES AND ENHANCED PUBLIC TRANSPORTATION SYSTEM SERVICES

- 4.1 Payment for Service. WSU agrees to compensate CITY for the services provided pursuant to this Agreement as set forth on the schedule below. The CITY will invoice WSU on or before the 10<sup>th</sup> day of the month following each of the months listed below, and WSU will pay CITY within thirty (30) days of receipt of such invoice, the following fees:

Month	Fee	% of Total
August 2017	212,249.09	10%
September 2017	212,249.09	10%
October 2017	212,249.09	10%
November 2017	212,249.09	10%
December 2017	212,249.09	10%
January 2018	212,249.09	10%
February 2018	212,249.09	10%
March 2018	212,249.09	10%
April 2018	212,249.09	10%
May 2018	212,249.09	10%
Total Fee	\$ 2,122,490.90	100%

4.2 Fee for Additional Fixed-Route Service. Any additional service that is not listed in Appendix A is subject to Pullman City Council approval.

WSU agrees to pay CITY the fee of \$118.61 per hour per bus for additional requested service that falls outside of service described in Appendix A.

CITY will add the cost of additional service to the fees described in section 4.1.

## SECTION 5: COMMUNICATIONS

5.1 Reports. CITY will provide WSU with ridership data on a monthly basis.

5.2 Parties Agree to Meet. The parties shall meet monthly to monitor the performance of this Agreement. The Transit Manager will be the lead for the CITY, and the Director of Transportation will be the lead for WSU.

5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by mail, return receipt requested, and postage prepaid to the addressees as follows:

TO CITY:  
Transit Manager  
City of Pullman  
775 NW Guy Street  
Pullman, WA 99163

TO WSU:  
Director, Transportation  
P.O. Box 645500  
Washington State University  
Pullman, WA 99164-5500

With a copy to:  
Finance Director  
City of Pullman  
325 SE Paradise St  
Pullman, WA 99163

With copy to:  
Finance and Administration, Contracts  
Washington State University  
P.O. Box 641045  
Pullman, WA 99164

#### SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

- 6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement (the “Effective Date”).
- 6.2 Term. The Term of this Agreement shall be for a period commencing on the latter of the Effective Date or August 1, 2017 through July 31, 2018 (the “Term”).
- 6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving ninety (90) calendar days’ notice of default to the other party, and the non-breaching party’s election to terminate the Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-breaching party prior to expiration of the ninety (90) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU up to the effective date of termination must be paid within sixty (60) days of termination of this Agreement.

## SECTION 7: MISCELLANEOUS

- 7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.
- 7.2 Additional Funding - Notice. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Transportation Services of the receipt of additional funds and advise her/him of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.
- 7.3 Nondiscrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies.
- 7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.
- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.
- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually

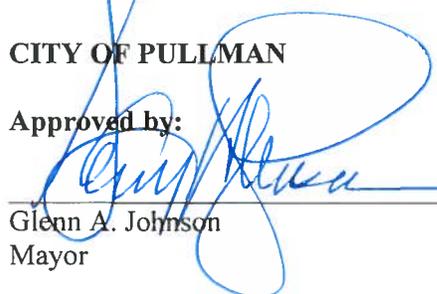
acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.

- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
- 7.10 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

**CITY OF PULLMAN**

Approved by:

  
\_\_\_\_\_  
Glenn A. Johnson  
Mayor

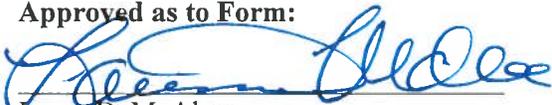
Date: July 19, 2017

Attest:

  
\_\_\_\_\_  
Leann Hubbard  
City Finance Director

Date: July 19, 2017

Approved as to Form:

  
\_\_\_\_\_  
Laura D. McAloon  
City Attorney

Date: July 19, 2017

WASHINGTON STATE UNIVERSITY

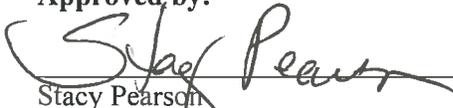
Recommended by:

  
\_\_\_\_\_

John Shaheen  
Director, Transportation Services

Date: July 12, 2017

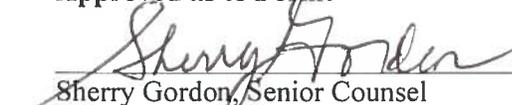
Approved by:

  
\_\_\_\_\_

Stacy Pearson  
Vice President for Finance and  
Administration

Date: 7-12-17

Approved as to Form:

  
\_\_\_\_\_

Sherry Gordon, Senior Counsel  
Assistant Attorney General

Date: 7-12-17





# CITY OF PULLMAN

## Administration/Finance

325 S.E. Paradise Street, Pullman, WA 99163

(509) 338-3208 Fax (509) 334-2751

[exec@pullman-wa.gov](mailto:exec@pullman-wa.gov)

August 3, 2016

Director of Transportation  
Washington State University  
P.O. Box 645500  
Pullman, WA 99164-5500

Re: Public Transportation Agreement

To Whom It May Concern:

Enclosed is an executed copy of a transportation agreement between the City of Pullman and Washington State University for the 2016-2017 school year. Also enclosed is a copy of City of Pullman's Resolution No. R-53-16, authorizing the agreement.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jane Joyce". The signature is written in a cursive style.

Jane Joyce  
Deputy City Clerk

Enclosure: as stated

RESOLUTION NO. R-53-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF PROVIDING PUBLIC TRANSPORTATION SERVICES TO STAFF, STUDENTS, FACULTY AND RETIREES FOR THE 2016-2017 SCHOOL YEAR.

WHEREAS, the City Council for the city of Pullman has before it an Agreement which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that the Mayor and finance director are hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a meeting held on the 2nd day of August, 2016.  
this 3rd day of August, 2016.

*John Steben*

*Glenn A. Johnson*  
Mayor Glenn A. Johnson

ATTEST:

*Leann L. Hubbard*  
Finance Director Leann L. Hubbard

Approved as to Form:

*Laura D. McAloon*  
City Attorney Laura D. McAloon

**FILED**  
AUG 03 2016  
CITY CLERK'S OFFICE  
PULLMAN WASHINGTON

**2016-2017 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM**

**THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter "CITY"), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter "WSU").**

**RECITALS**

**WHEREAS, pursuant to the provisions of R.C.W. 39.33.050 CITY has developed and operates a public mass transportation system, and, therefore, has the authority to contract with any other municipal corporation or political subdivision of the state for public mass transportation services; and,**

**WHEREAS, WSU desires to relieve vehicular traffic congestion and adverse impacts on the traffic facilities on the Pullman campus of WSU caused by the high usage of vehicles to, from, and on the campus of WSU traveling within the CITY; and**

**WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public mass transportation system operated by the city of Pullman to travel to, from, and on the campus of WSU.**

**NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:**

## SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Pullman Transit means the public mass transportation system operated by CITY consisting of a Fixed-Route Service component and a Dial-A-Ride Service component.
- 1.2 Dial-A-Ride Service means the demand/response service component of Pullman Transit, which responds to requests from senior and disabled persons for transportation services within CITY and does not operate on a fixed route.
- 1.3 Fixed-Route Service means the service component of Pullman Transit which operates on fixed routes.
- 1.4 Eligible Riders means faculty, staff, students, and members of other activities based on the WSU campus who present a Valid WSU Identification Card to the driver of the transit vehicle.
- 1.5 Schedules mean those schedules established by CITY for Fixed-Route Service.
- 1.6 Valid WSU Identification Card means any one of the cards issued by WSU, as shown in Appendix "B". Issuance of these cards is at the sole discretion of WSU.
- 1.7 Supplemental Service means Fixed-Route Service Pullman Transit adds during peak ridership times when demand is greatest.
- 1.8 Game Day Service means shuttle service added on home football games days upon request and in compliance with charter service regulations of the Federal Transit Administration (FTA).
- 1.9 Reduced Saturday service means Fixed-Route Service offered during WSU's Thanksgiving, Winter, and Spring vacations, and Summer session.
- 1.10 Additional Service means any Fixed-Route or Dial-A-Ride Service offered by Pullman Transit that is outside of its normal work day and/or as described in this agreement.

## SECTION 2: USE OF PULLMAN TRANSIT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding, while riding, or exiting from a Pullman Transit bus by displaying to the transit bus driver a Valid WSU Identification Card.
- 2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service of Pullman Transit at any time it operates on a space-available basis as determined by representatives of CITY without the payment of any fare upon boarding, while riding, or exiting from a Dial-A-Ride vehicle by displaying to the driver thereof a Valid WSU Identification Card.
- 2.3 Refusal of Use. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

### SECTION 3: PULLMAN TRANSIT SERVICE LEVELS

- 3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit, subject to the provisions of Section 3.4 herein.
- 3.2 Service Levels—Fixed Route, Supplemental, and Dial-A-Ride Service. Subject to the provisions in Section 3.4 herein, at the time of executing this Agreement, CITY operates the Fixed-Route Service of Pullman Transit on the fixed routes and schedules for the 2016-2017 academic year as described in Appendix “A” as “Community Plus Service” for the Silver, Grey, Coffee, Loop, Express, PM North/South, and Saturday North/South Fixed-Route Service and as-needed Supplemental Service Monday through Friday; and the Dial-A-Ride Service from 6:30 AM to 12:00 AM Monday through Friday, and on Saturdays, when Fixed Route Service is offered, from 9:15 AM to 12:00 midnight.
- 3.3 Service Level—Express Fixed Route Service. For the periods when classes and examinations are regularly scheduled on the Pullman campus of WSU from, August 22, 2016 to May 5, 2017 subject to the provisions of paragraph 3.4 herein, CITY will enhance the service level of Pullman Transit as described in Appendix “A” by:
- 3.3.1 Extending the hours of the Fixed-Route Service Monday through Friday on the Express Route 1 and Express Route 2 so that a transit bus departs from the Colorado St stop and the Thatuna St and Campus St stop, respectively, with two-way routing creating a shuttle service on campus with six buses about every 4 minutes from 7:00 AM to 5:30 PM and with three buses about every 12 minutes from 5:30 PM to 7:10 PM; and with one bus about every 26 minutes from 7:10 PM to 8:48 PM and so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the PM North Route about every 45 minutes from 5:30 PM to Midnight, and the PM South Route, about every 45 minutes from 8:48 PM to Midnight.

- 3.3.2 Providing Saturday Fixed-Route Service so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about every 45 minutes from 9:15 AM to Midnight.
- 3.3.3 Community Service Levels. During WSU's Thanksgiving, Winter, Spring and Summer vacations, service will consist of Silver, Grey, Loop, Express 2 and DAR and will run from 6:30 AM until 6:00 PM Monday through Friday.
- 3.3.4 Providing Game Day Service if an FTA registered charter service provider is not available or responsive, at a rate of \$117.87 per service hour, estimated at \$57,431 for the 2016 football season. These services will be invoiced separately, and are not included in the fees or total from Section 4.1. Game Day Service shall be open to any member of the public and no person shall be required to present a pass to utilize the service.

#### SECTION 4: FEES FOR USE OF SERVICE

- 4.1 Payment for Service. WSU agrees to compensate CITY as follows for Eligible Riders to ride the Fixed Route, Supplemental, Enhanced and Dial-A-Ride Services as described in 3.2, 3.3 and Appendix A herein, during the 2016-2017 academic year and during the summer of 2017 (commencing August 17, 2016, and ending August 16, 2017). The CITY will bill WSU on or before the 10<sup>th</sup> day of the month following each of the months listed below and WSU will pay CITY on or before the 25<sup>th</sup> day of the month following each of the months listed below, the following fees:

Month	Fee	% of Total
August 2016	205,071.59	10%
September 2016	205,071.59	10%
October 2016	205,071.59	10%
November 2016	205,071.59	10%
December 2016	205,071.59	10%

January 2017	205,071.59	10%
February 2017	205,071.59	10%
March 2017	205,071.59	10%
April 2017	205,071.59	10%
May 2017	205,071.59	10%
<b>Total Fee</b>	<b>\$ 2,050,715.93</b>	<b>100%</b>

- 4.3 **Fee for Additional Fixed-Route Service.** Any additional service that is not listed in Appendix A is subject to Pullman City Council approval. Other minimal service additions that do not require additional staffing or substantial restructuring of service hours are subject to approval by the Transit Manager.

WSU agrees to pay CITY the fee of \$82.56 per hour per bus for additional requested service that falls within Pullman Transit’s published scheduled service period. WSU agrees to pay CITY the fee of \$117.87 per hour per bus for additional requested service that falls outside Pullman Transit’s published scheduled service period.

CITY will calculate the amount of the additional service provided for each month during the contract period.

## SECTION 5: COMMUNICATIONS

- 5.1 **Reports.** On or before the 10<sup>th</sup> calendar day of each month following any month or portion thereof that Fixed-Route Service is provided to Eligible Riders pursuant to this Agreement, CITY will provide WSU with a written report for that month or portion thereof showing the ridership numbers of each Fixed – Route.

- 5.2 Parties Agree to Meet. The parties shall meet monthly to monitor service and service level performance. The Transit Manager will be the lead for the City, and the Director of Transportation will be the lead for WSU.
- 5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by mail, return receipt requested, to the addressees as follows:

TO CITY:

Transit Manager  
City of Pullman  
775 NW Guy Street  
Pullman, WA 99163

TO WSU:

Director, Transportation  
P.O. Box 645500  
Washington State University  
Pullman, WA 99164-5500

#### SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

- 6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement.
- 6.2 Term. The Term of this Agreement shall be for a period commencing August 22, 2016 to August 18, 2017 (the "Term") unless either party delivers written notice to the other party prior to the last business day observed by CITY in November of 2016 stating that the delivering party is terminating this Agreement effective as of midnight on December 31, 2016. In the event of such termination, all outstanding fees owed to CITY by WSU must be paid by January 31, 2017.
- 6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving fifteen (15) calendar days' notice of default to the other party, and the non-breaching party's election to terminate the Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-

breaching party prior to expiration of the fifteen (15) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU must be paid within thirty (30) days of termination of this Agreement.

## SECTION 7: MISCELLANEOUS

- 7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire and integrated Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.
- 7.2 Additional Funding. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Transportation Services of the receipt of additional funds and advise her/him of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.
- 7.3 Nondiscrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies.
- 7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.

- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.
- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.
- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
- 7.10 Successors. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the parties.
- 7.11 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

**CITY OF PULLMAN**

Approved by:

Mayor

Date:

Approved as to Form:

Assistant Attorney General/WSU

Date:

Approved as to Form:

City Attorney

Date:

Attest:

City Finance Director

Date:

**WASHINGTON STATE  
UNIVERSITY**

Recommended by:

John Shaheen

Director, Transportation Services

Date:

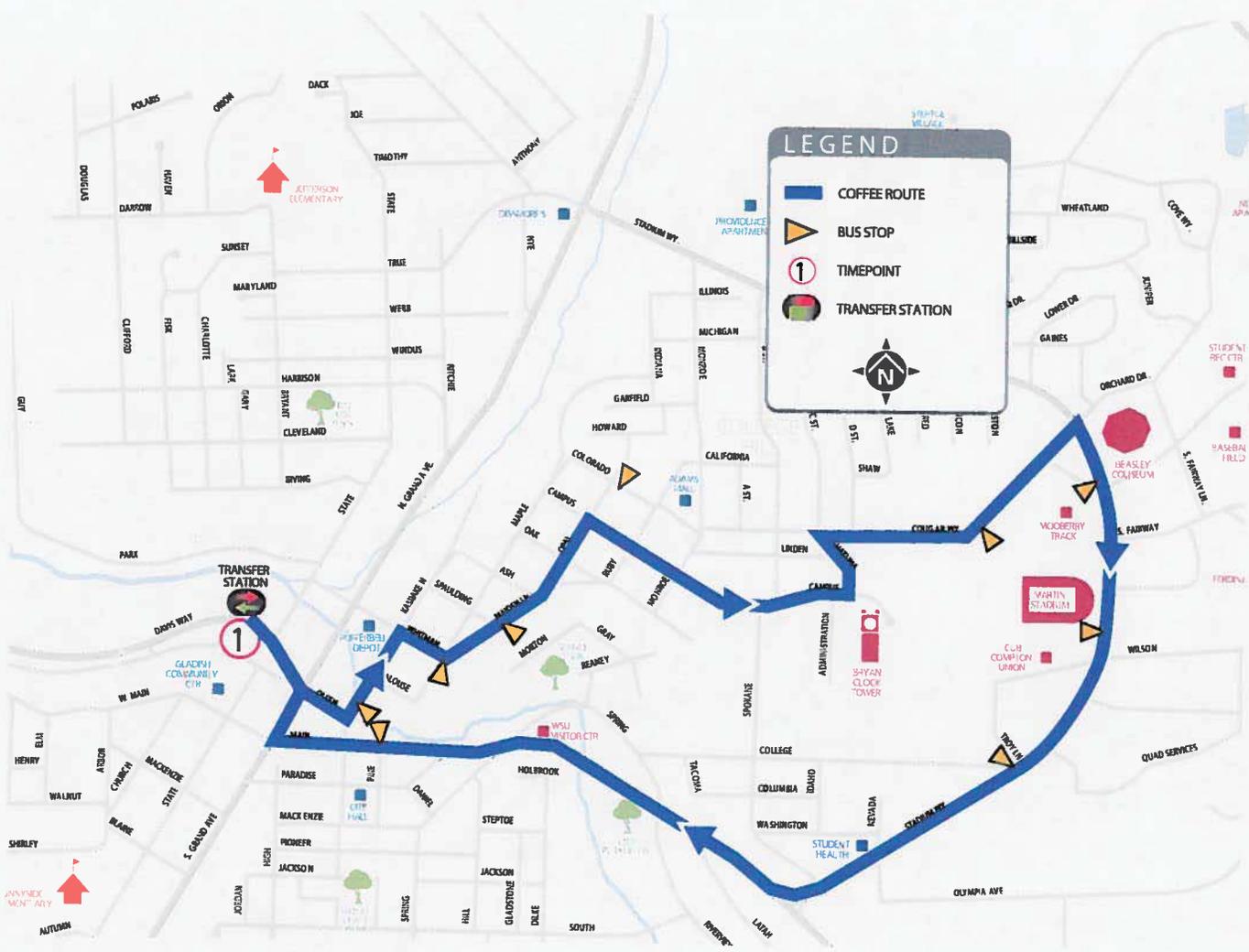
Approved by:

Olivia Yang

Interim Vice President for Finance and  
Administration and associate Vice  
President of Facilities Services

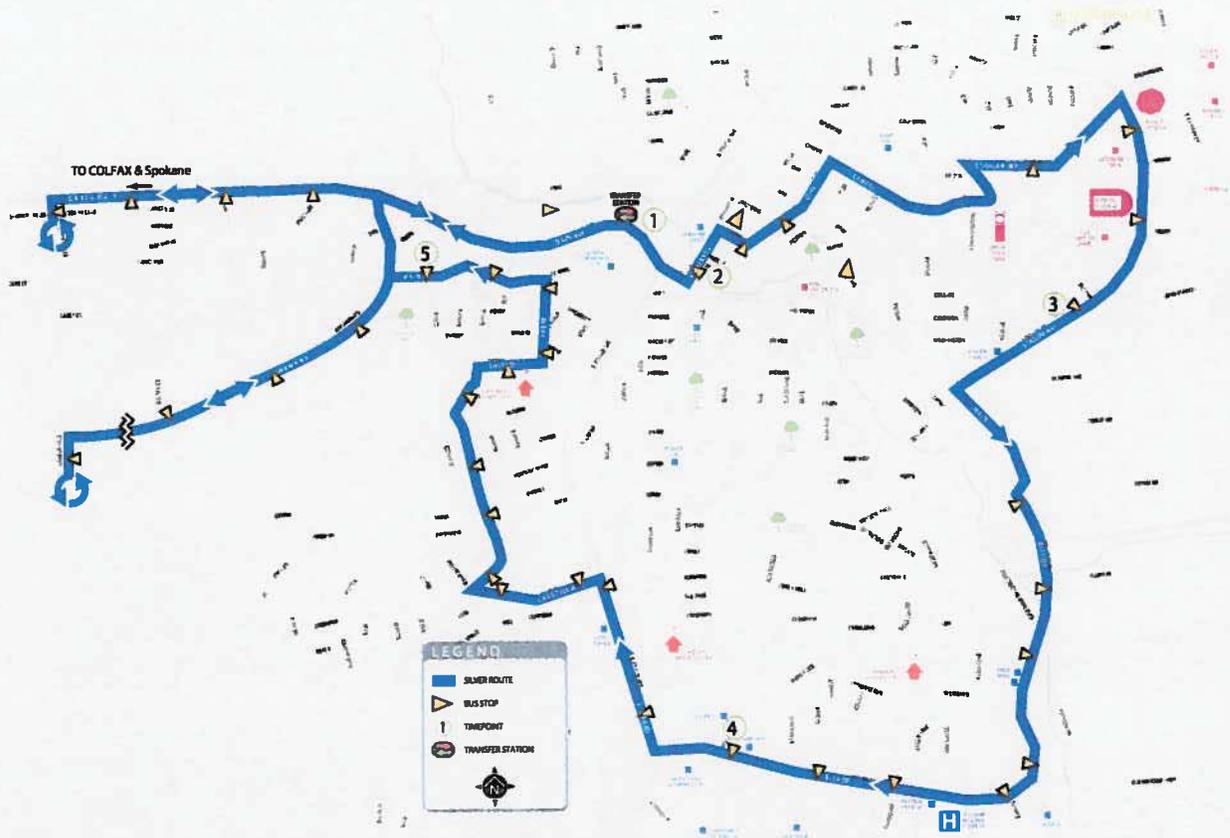
Date:

# Coffee





# Silver



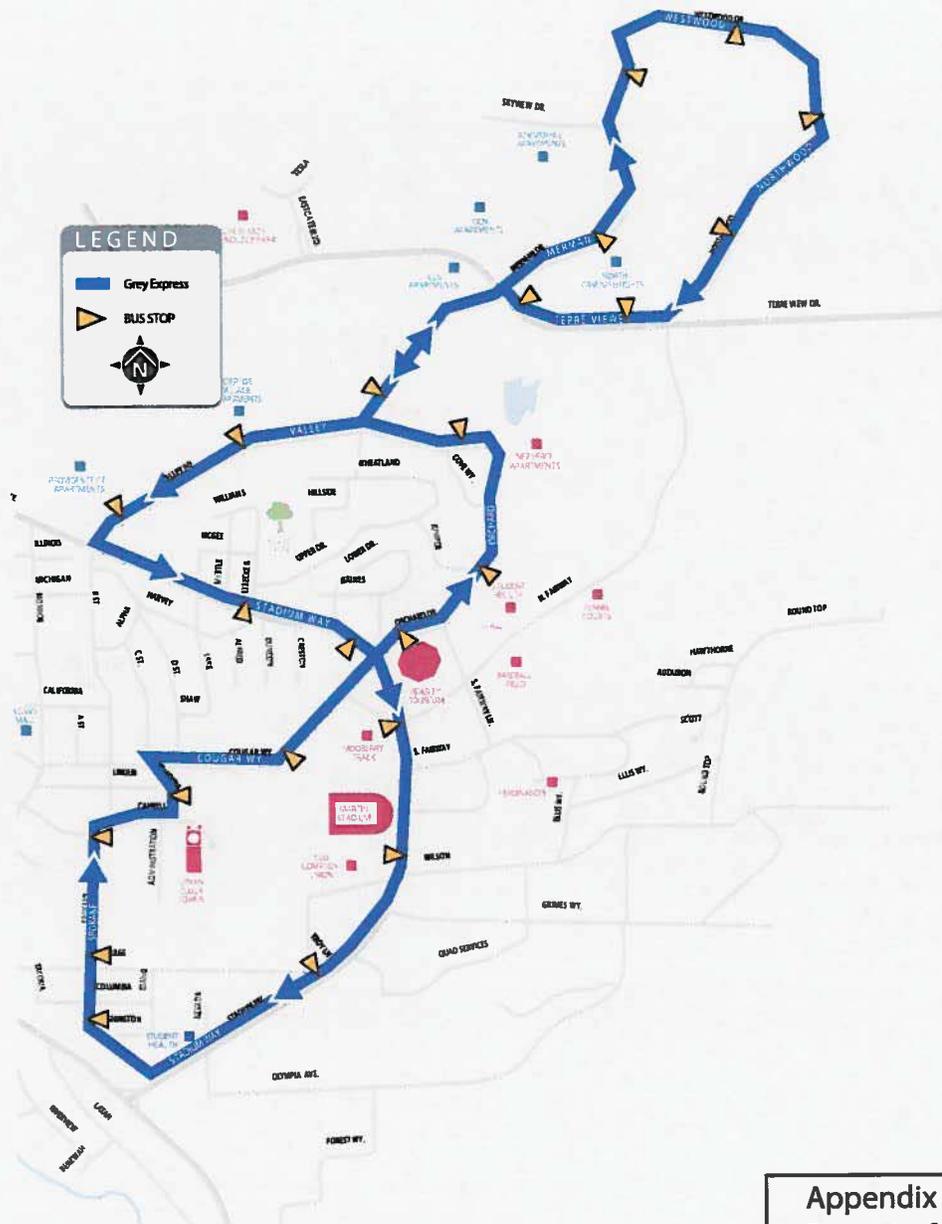
27

To Lewiston



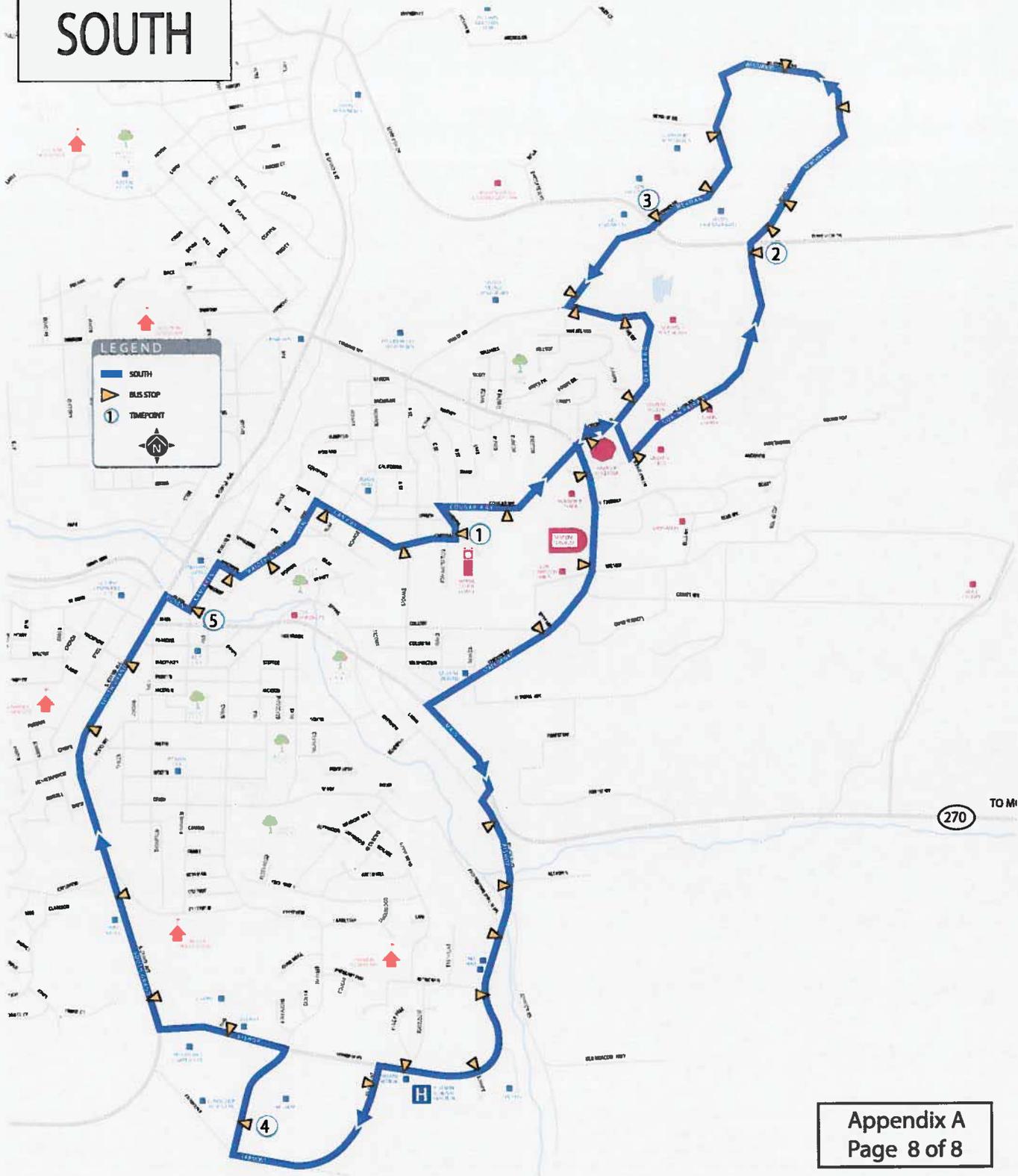


# Grey Express

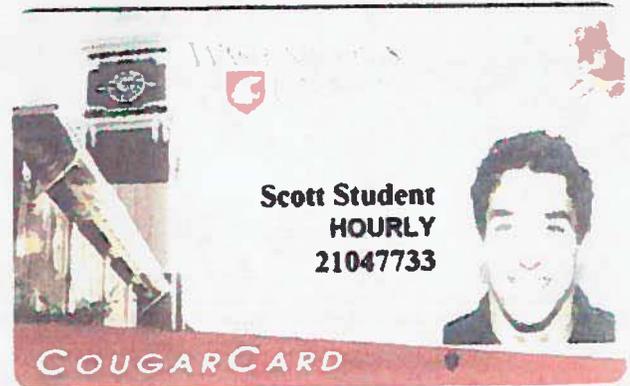
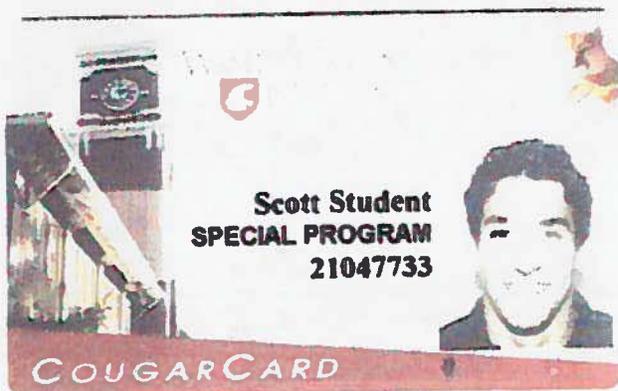
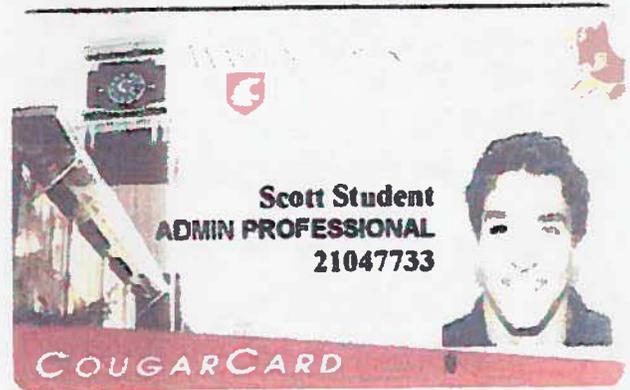
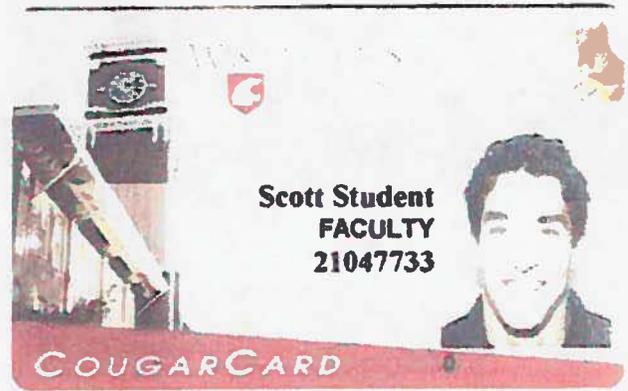
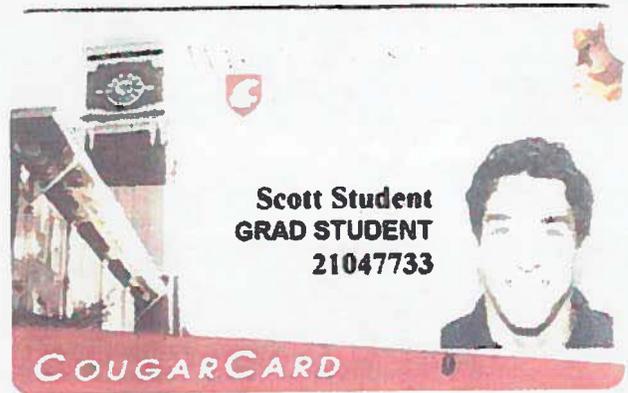




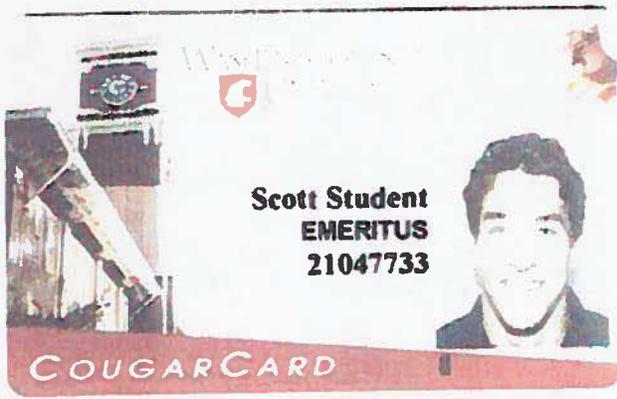
# SOUTH



The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



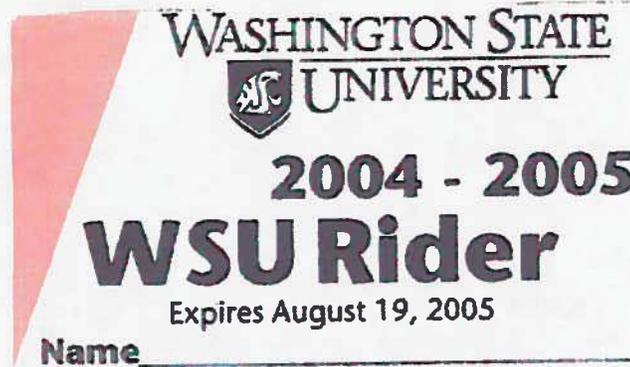
The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



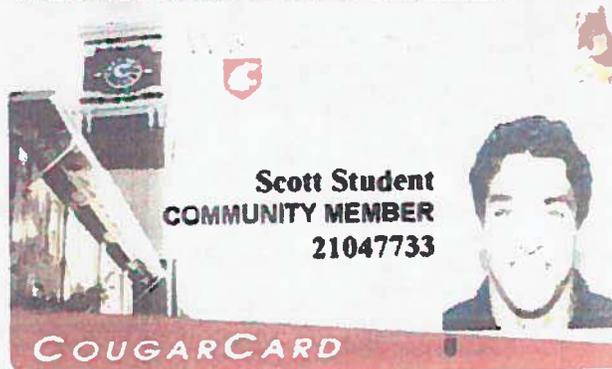
The following older versions of WSU ID Cards are valid for boarding a Pullman Transit bus or van. This includes all the classifications of card holders that are shown on pages 1 and 2 in Appendix "B".



The following WSU Rider Card is valid for boarding a Pullman Transit bus or van.



The following WSU ID Card is NOT valid for boarding a Pullman Transit bus or van.



**2015-2016 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM**

**THIS AGREEMENT (the “Agreement”)** is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter “CITY”), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter “WSU”).

RECITALS

WHEREAS, pursuant to the provisions of R.C.W. 39.33.050 CITY has developed and operates a public mass transportation system, and, therefore, has the authority to contract with any other municipal corporation or political subdivision of the state for public mass transportation services; and,

WHEREAS, WSU desires to relieve vehicular traffic congestion and adverse impacts on the traffic facilities on the Pullman campus of WSU caused by the high usage of vehicles to, from, and on the campus of WSU traveling within the CITY; and

WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public mass transportation system operated by the city of Pullman to travel to, from, and on the campus of WSU.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Pullman Transit means the public mass transportation system operated by CITY consisting of a Fixed-Route Service component and a Dial-A-Ride Service component.
- 1.2 Dial-A-Ride Service means the demand/response service component of Pullman Transit, which responds to requests from senior and disabled persons for transportation services within CITY and does not operate on a fixed route.
- 1.3 Fixed-Route Service means the service component of Pullman Transit which operates on fixed routes.
- 1.4 Eligible Riders means faculty, staff, students, and members of other activities based on the WSU campus who present a Valid WSU Identification Card to the driver of the transit vehicle.
- 1.5 Schedules mean those schedules established by CITY for Fixed-Route Service.
- 1.6 Valid WSU Identification Card means any one of the cards issued by WSU, as shown in Appendix "B". Issuance of these cards is at the sole discretion of WSU.
- 1.7 Supplemental Service means Fixed-Route Service Pullman Transit adds during peak ridership times when demand is greatest.
- 1.8 Game Day Service means additional Fixed-Route Service added on home football games days.
- 1.9 Reduced Saturday service means Fixed-Route Service offered during WSU's Thanksgiving, Winter, and Spring vacations, and Summer session.
- 1.10 Additional Service means any Fixed-Route or Dial-A-Ride Service offered by Pullman Transit that is outside of its normal work day and/or as described in this agreement.

## SECTION 2: USE OF PULLMAN TRANSIT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders

may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding, while riding, or exiting from a Pullman Transit bus by displaying to the transit bus driver a Valid WSU Identification Card.

2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service of Pullman Transit at any time it operates on a space-available basis as determined by representatives of CITY without the payment of any fare upon boarding, while riding, or exiting from a Dial-A-Ride vehicle by displaying to the driver thereof a Valid WSU Identification Card.

2.3 Refusal of Use. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

### SECTION 3: PULLMAN TRANSIT SERVICE LEVELS

3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit, subject to the provisions of Section 3.4 herein.

3.2 Service Levels—Fixed Route, Supplemental, and Dial-A-Ride Service. Subject to the provisions in Section 3.4 herein, at the time of executing this Agreement, CITY operates the Fixed-Route Service of Pullman Transit on the fixed routes and schedules for the 2015-2016 academic year as described in Appendix “A” as

“Community Plus Service” for the A, I, J, E, LOOP, Express, PM North/South, and Saturday North/South Fixed-Route Service, Game Day Service, and as-needed Supplemental Service Monday through Friday; and the Dial-A-Ride Service from 6:30 AM to 12:00 AM Monday through Friday, and on Saturdays, when Fixed Route Service is offered, from 9:15 AM to 12:00 midnight.

- 3.3 Service Level—Express Fixed Route Service. For the periods when classes and examinations are regularly scheduled on the Pullman campus of WSU from, August 24, 2015 to May 6, 2016 subject to the provisions of paragraph 3.4 herein, CITY will enhance the service level of Pullman Transit as described in Appendix “A” by:
- 3.3.1 Extending the hours of the Fixed-Route Service Monday through Friday on the Express Route 1 and Express Route 2 so that a transit bus departs from the Colorado St stop and the Thatuna St and Campus St stop, respectively, with two-way routing creating a shuttle service on campus with six buses about every 4 minutes from 7:00 AM to 5:30 PM and with three buses about every 12 minutes from 5:30 PM to 7:10 PM; and with one bus about every 26 minutes from 7:10 PM to 8:48 PM and so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the PM North Route about every 45 minutes from 5:30 PM to Midnight, and the PM South Route, about every 45 minutes from 8:48 PM to Midnight.
- 3.3.2 Providing Saturday Fixed-Route Service so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about every 45 minutes from 9:15 AM to Midnight.
- 3.3.3 During WSU’s Thanksgiving, Winter, and Spring vacations, service will consist of E, I, J, Loop, Express 2 and DAR and will run from 6:30 AM until 6:00 PM during the week days.
- 3.3.4 Providing Game Day Service with normal Saturday North/South routes operating from 9:15 AM to Midnight, two Express 2 routes, A route, I and J routes and two Park-and-Ride Shuttles operating from three hours before the game, during the game, and for one and a half hours after each home game.

3.4 Community Service Levels. At the sole discretion of CITY, and notwithstanding Section 3.3.2 herein, service may be adjusted during Thanksgiving, Winter, and Spring vacations and during Summer sessions at the Pullman campus of WSU if there is a reduced demand for such services during those times. This is referred to as “Community Service Levels”.

SECTION 4: FEES FOR USE OF SERVICE

4.1 Payment for Service. WSU agrees to compensate CITY as follows for Eligible Riders to ride the Fixed Route, Supplemental, Enhanced and Dial-A-Ride Services as described in 3.2, 3.3 and Appendix A herein, during the 2015 – 2016 academic year and during the summer of 2016 (commencing August 24, 2015, and ending August 20, 2016). The CITY will bill WSU on or before the 10<sup>th</sup> day of the month following each of the months listed below and WSU will pay CITY on or before the 25<sup>th</sup> day of the month following each of the months listed below, the following fees:

Month	Fee	% of Total
August 2015	194,920.46	10%
September 2015	194,920.46	10%
October 2015	194,920.46	10%
November 2015	194,920.46	10%
December 2015	194,920.46	10%
January 2016	194,920.46	10%
February 2016	194,920.46	10%
March 2016	194,920.46	10%
April 2016	194,920.46	10%
May 2016	194,920.48	10%
<b>Total Fee</b>	<b>\$ 1,949,204.62</b>	<b>100%</b>

4.2 Included in the total from Section 4.1 is estimated Game Day Service as follows:

Express 1- 6 games - 6.0 hrs./game - 36 hours - \$3,767.04	
Express 2- 6 games - 6.0 hrs./game - 36 hours - \$3,767.04	
A Route - 6 games - 6.0 hrs./game - 36 hours - \$3,767.04	
I Route - 6 games - 6.0 hrs./game - 36 hours - \$3,767.04	
J Route - 6 games - 6.0 hrs./game - 36 hours - \$3,767.04	
Shuttle 1- 6 games - 6.0 hrs./game - 36 hours - \$3,767.04	
Shuttle 2- 6 games - 6.0 hrs./game - 36 hours - \$3,767.04	
Shuttle X - 2 games - 2.0 hrs./game - 06 hours - \$ 627.84	
GDC - 6 games - 8.0 hrs./game - 48 hours - \$5,650.56	
	\$32,647.68

This service does not include a hosted Division Final Game which is subject to additional charges.

4.3 Fee for Additional Fixed-Route Service. Any additional service that is not listed in Appendix A is subject to Pullman City Council approval. Other minimal service additions that do not require additional staffing or substantial restructuring of service hours are subject to approval by the Transit Manager.

WSU agrees to pay CITY the fee of \$76.66 per hour per bus for additional requested service that falls within Pullman Transit's published scheduled service period. WSU agrees to pay CITY the fee of \$104.64 per hour per bus for additional requested service that falls outside Pullman Transit's published scheduled service period.

CITY will calculate the amount of the additional service provided for each month during the 2015-2016 school year (August 24, 2014 to May 6, 2015). CITY will bill WSU monthly as described in Section 4.1.

## SECTION 5: COMMUNICATIONS

5.1 Reports. On or before the 10<sup>th</sup> calendar day of each month following any month or portion thereof that Fixed-Route Service is provided to Eligible Riders pursuant to this Agreement, CITY will provide WSU with a written report for that month or portion thereof showing the ridership numbers of each Fixed – Route.

- 5.2 Parties Agree to Meet. The parties shall meet monthly to monitor service and service level performance. The Transit Manager will be the lead for the City, and the Director of Transportation will be the lead for WSU.
- 5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by mail, return receipt requested, to the addressees as follows:

TO CITY:

Transit Manager  
City of Pullman  
775 NW Guy Street  
Pullman, WA 99163

TO WSU:

Director, Transportation  
P.O. Box 645500  
Washington State University  
Pullman, WA 99164-5500

#### SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

- 6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement.
- 6.2 Term. The Term of this Agreement shall be for a period commencing August 24, 2015 to August 19, 2016 (the "Term").
- 6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving fifteen (15) calendar days' notice of default to the other party, and the non-breaching party's election to terminate the Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-breaching party prior to expiration of the fifteen (15) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU must be paid within thirty (30) days of termination of this Agreement.

## SECTION 7: MISCELLANEOUS

- 7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire and integrated Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.
- 7.2 Additional Funding. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Transportation Services of the receipt of additional funds and advise her/him of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.
- 7.3 Nondiscrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies.
- 7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.
- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.

- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.
- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
- 7.10 Successors. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the parties.
- 7.11 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

CITY OF PULLMAN

Approved by:

Mayor

Date:

Approved as to Form:

City Attorney

Date:

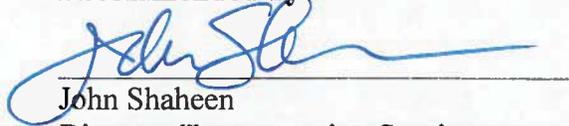
Attest:

City Finance Director

Date:

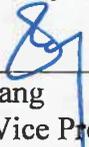
**WASHINGTON STATE  
UNIVERSITY**

**Recommended by:**

  
\_\_\_\_\_  
John Shaheen  
Director, Transportation Services

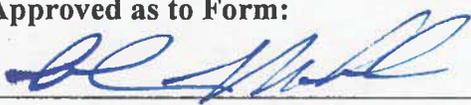
Date: 8/5/15

**Approved by:**

  
\_\_\_\_\_  
Olivia Yang  
Interim Vice President for Finance and  
Administration and Associate Vice  
President of Facilities Services

Date: 8/6/15

**Approved as to Form:**

  
\_\_\_\_\_  
Assistant Attorney General

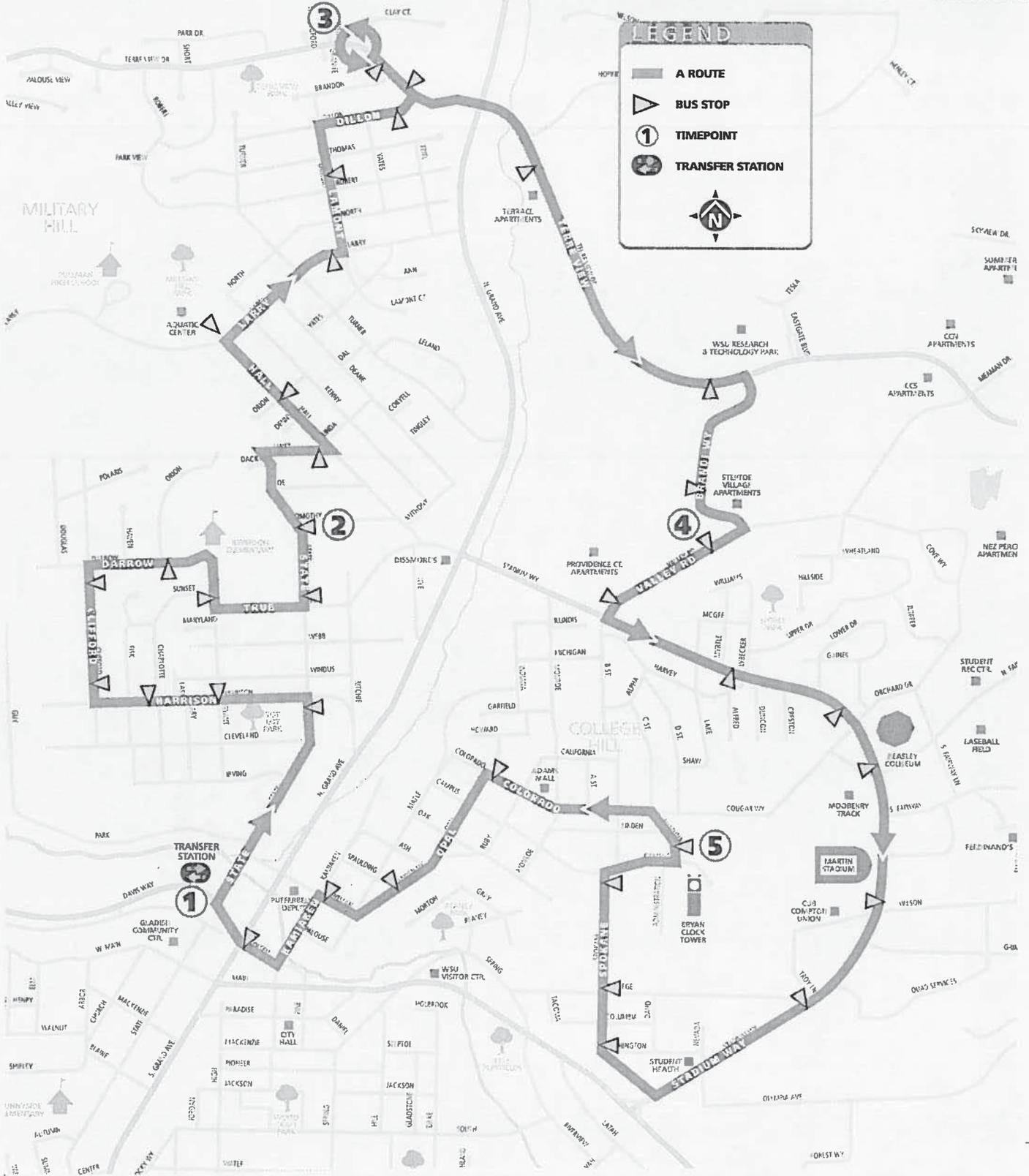
Date: 8/5/15

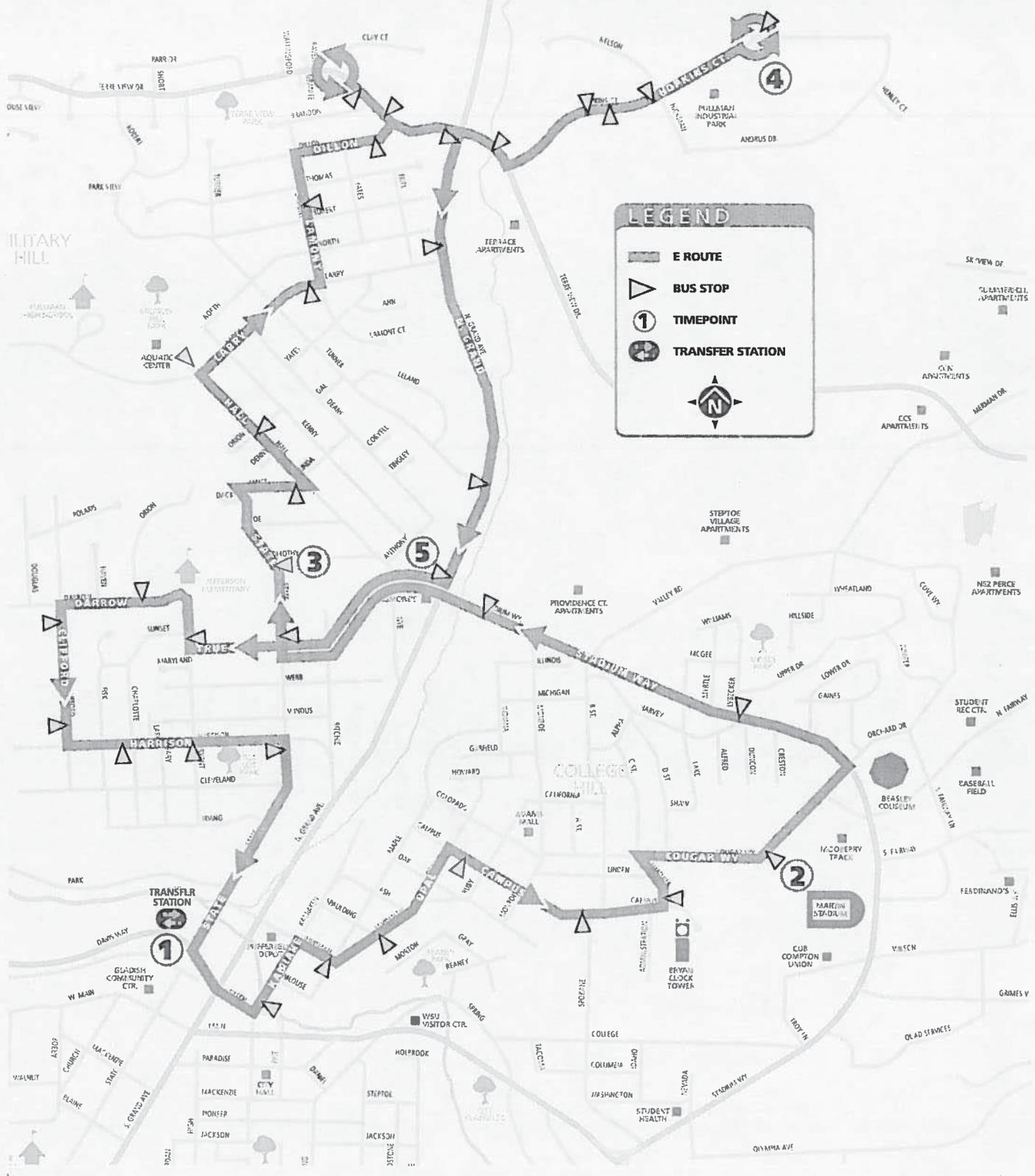
# APPENDIX "A"

**A ROUTE 5**

**LEGEND**

-  A ROUTE
-  BUS STOP
-  TIMEPOINT
-  TRANSFER STATION

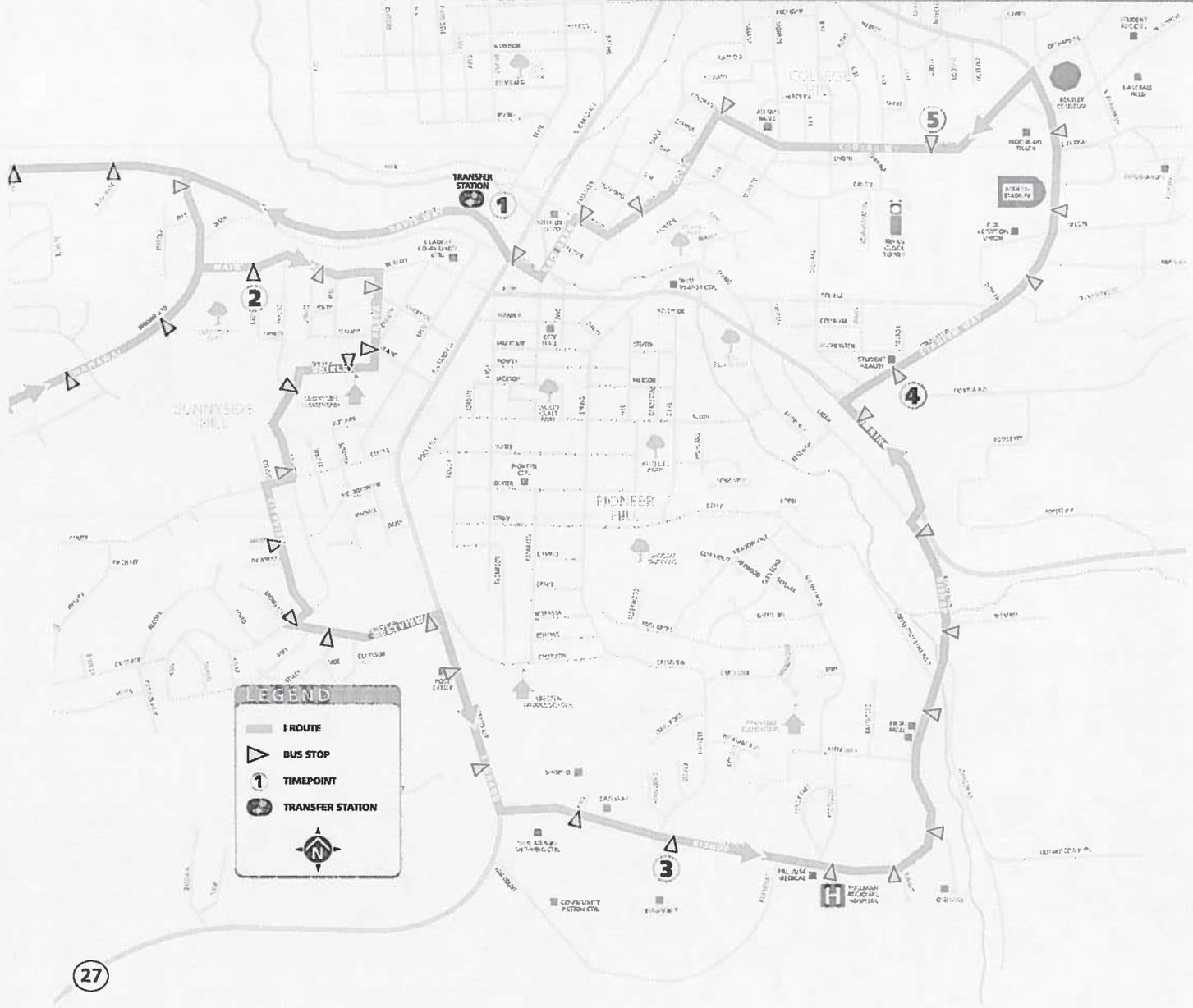


**LEGEND**

- E ROUTE
- BUS STOP
- TIMEPOINT
- TRANSFER STATION



# I ROUTE 9

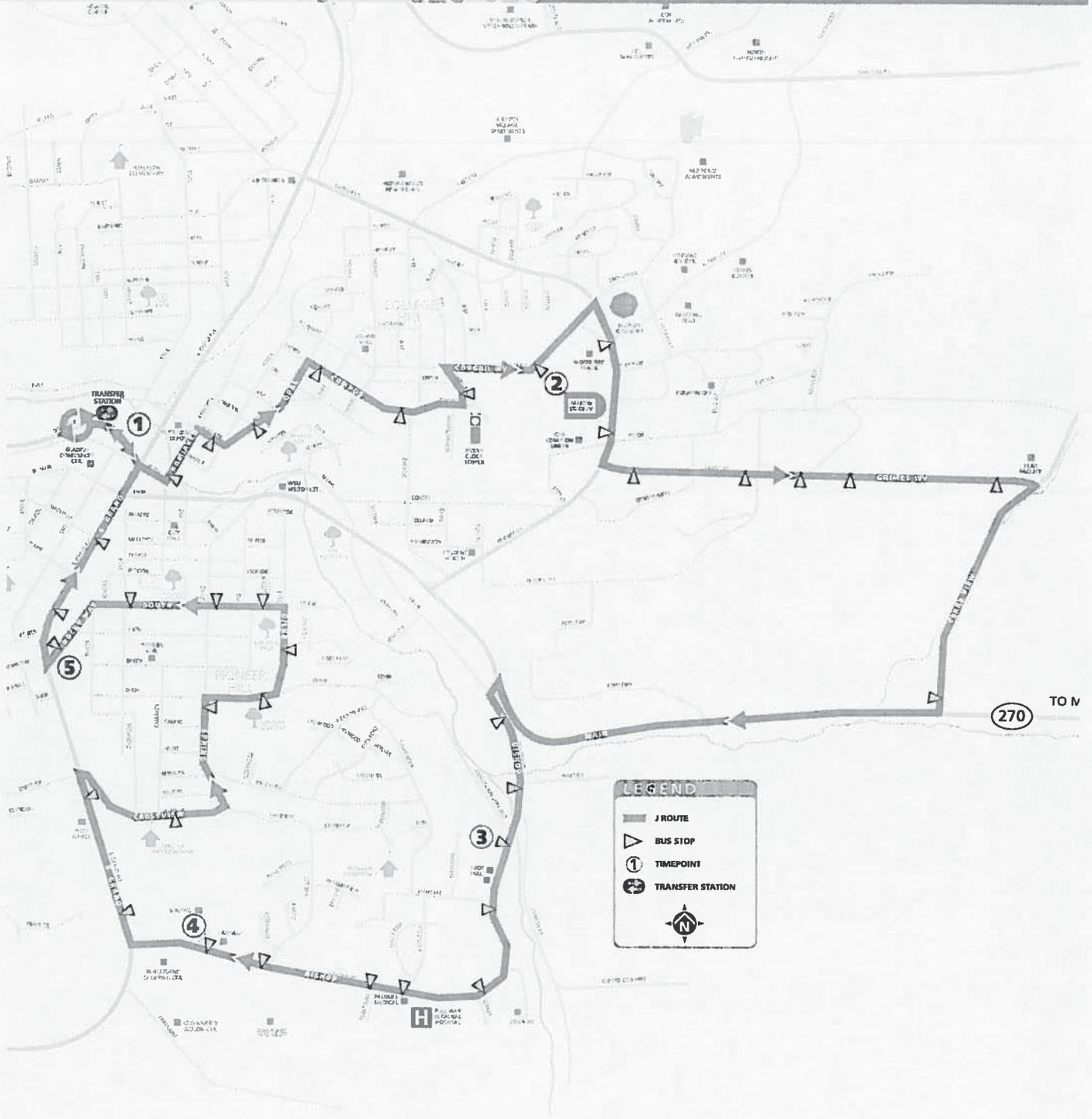


**LEGEND**

- I ROUTE
- BUS STOP
- TIMEPOINT
- TRANSFER STATION

27

# J ROUTE 11



**LEGEND**

- J ROUTE
- BUS STOP
- TIMEPOINT
- TRANSFER STATION



# LOOP 15

**LEGEND**

- LOOP ROUTE
- △ BUS STOP
- 1 TIMEPOINT
- ⊙ TRANSFER STATION



27



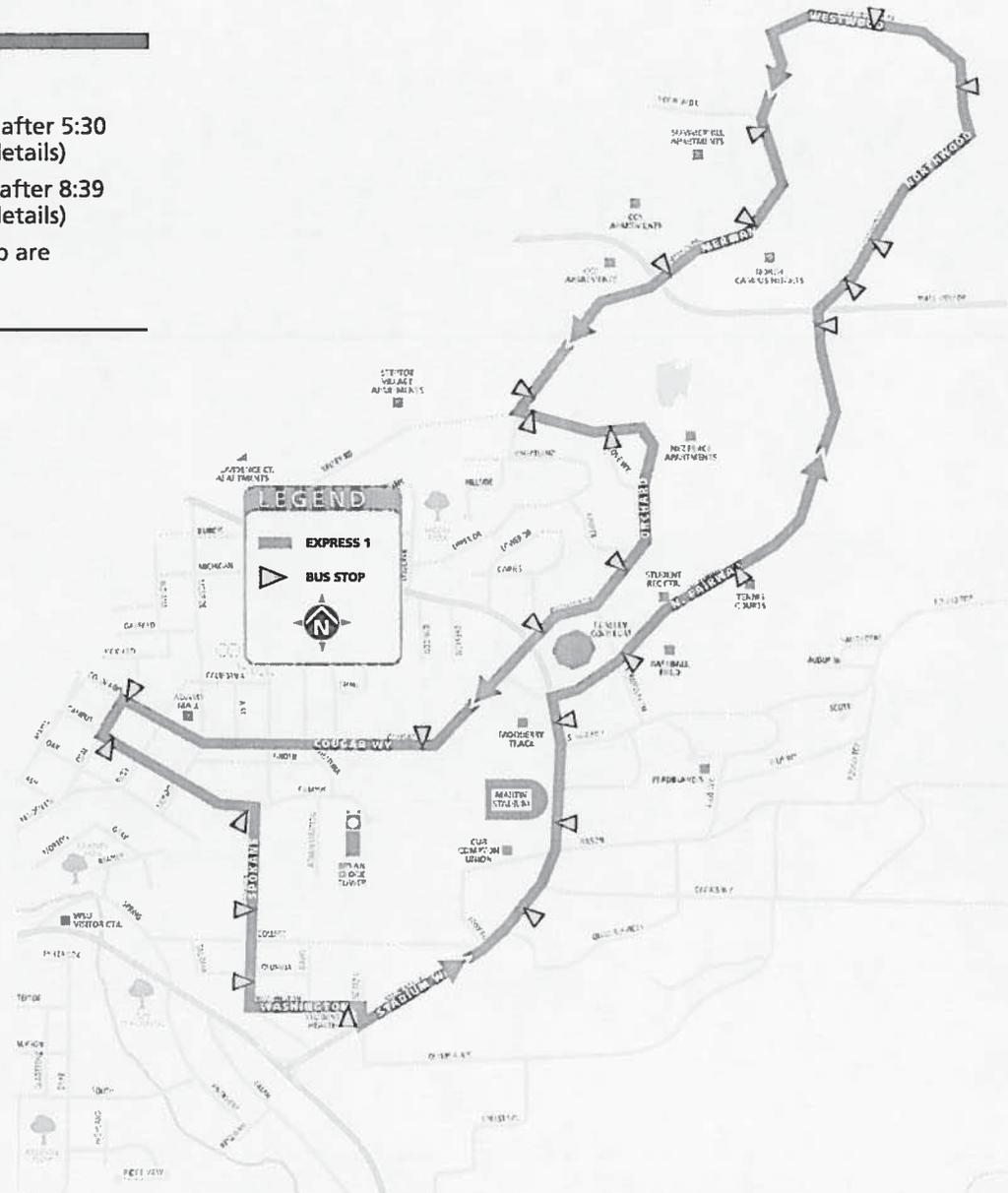
# EXPRESS ROUTES

## EXPRESS 1 COMMUNITY PLUS

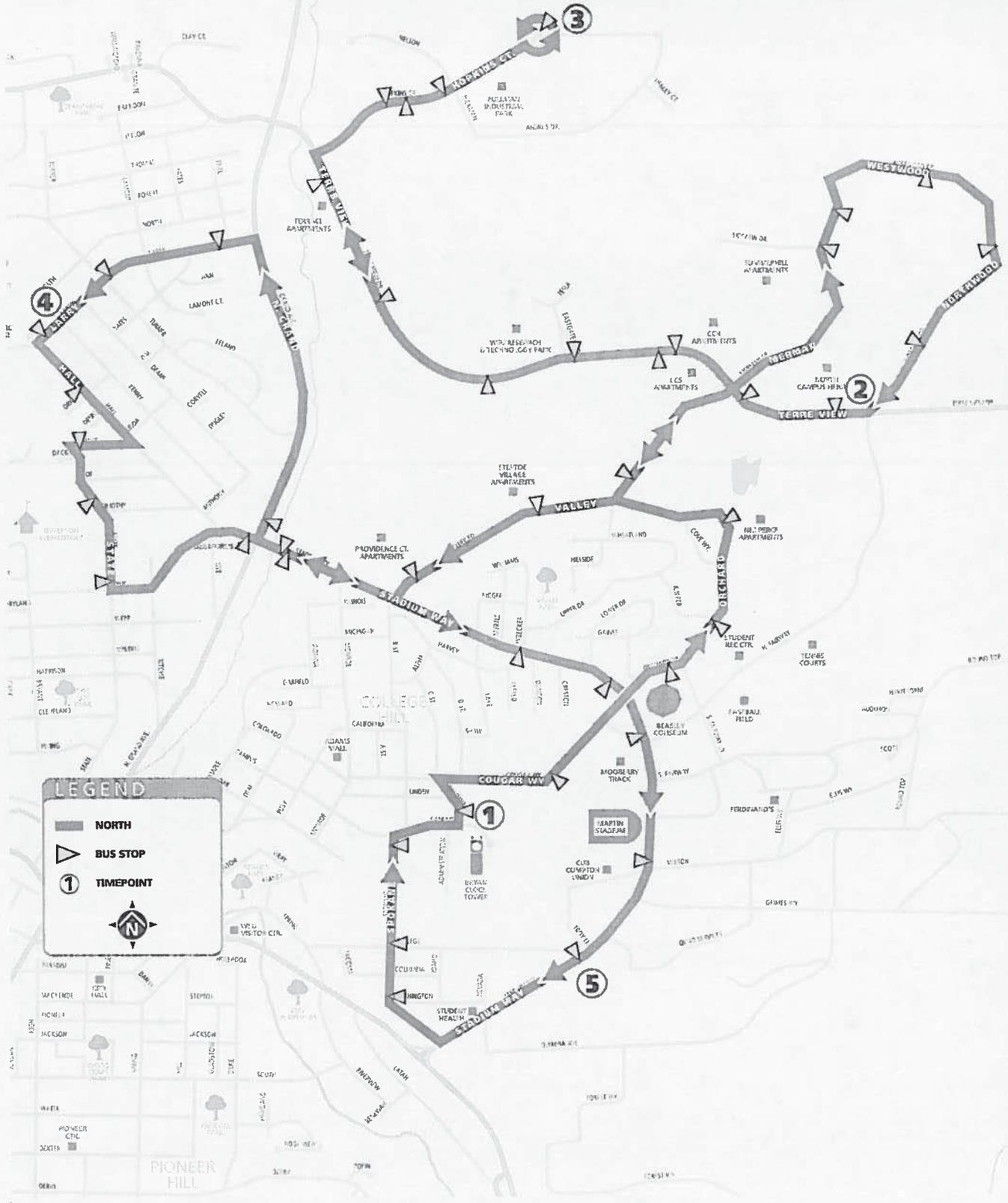
EXPRESS 1 runs from 7:08 a.m. to 7:09 p.m. On average, a bus passes each stop every 8 minutes until 5:30 p.m. After 5:30 p.m., an Express 1 bus will pass by each stop every 21-24 minutes Monday-Friday.

### RIDER NOTES

- PM NORTH is available after 5:30 p.m. (See page 16 for details)
- PM SOUTH is available after 8:39 p.m. (See page 18 for details)
- All stops shown on map are approximations.





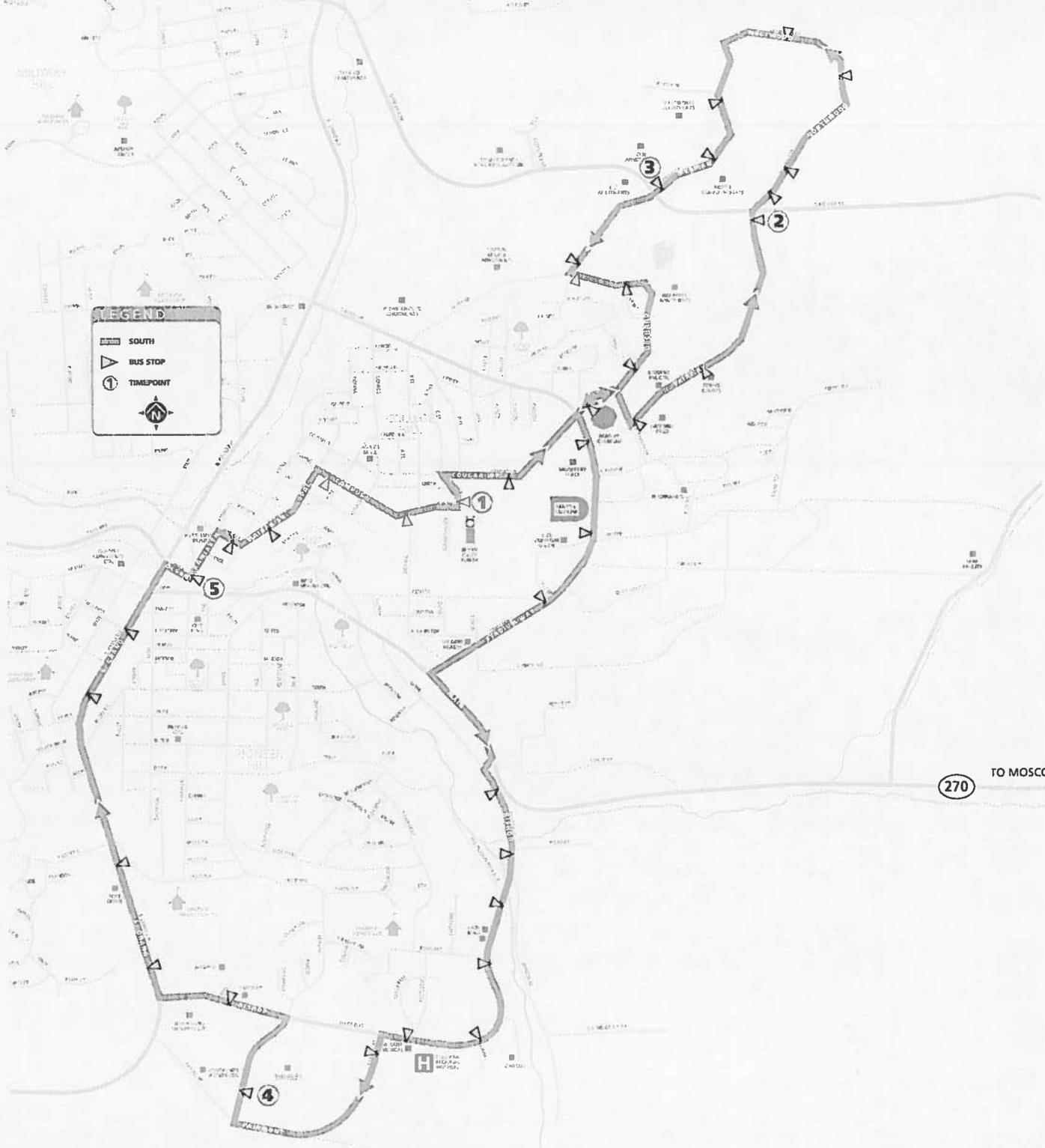


**LEGEND**

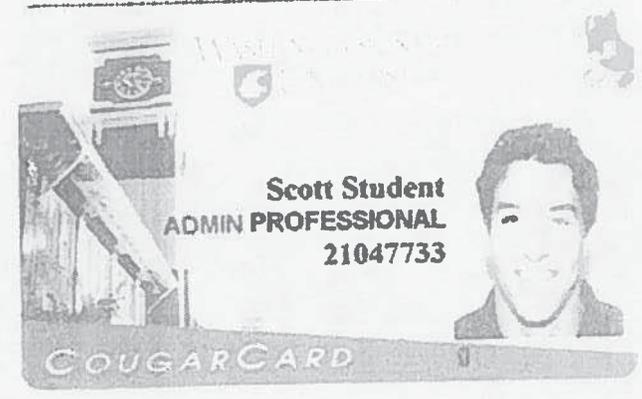
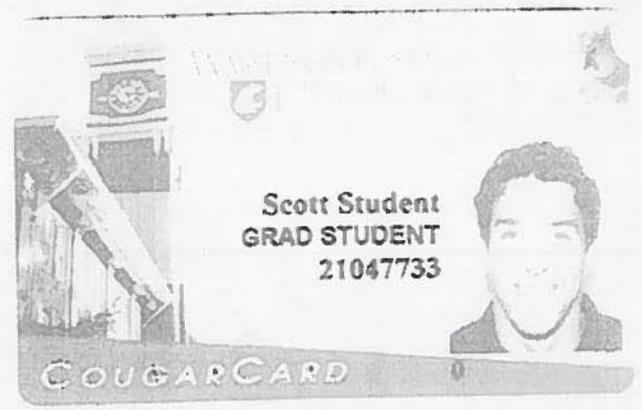
- NORTH
- BUS STOP
- TIMEPOINT

**LEGEND**

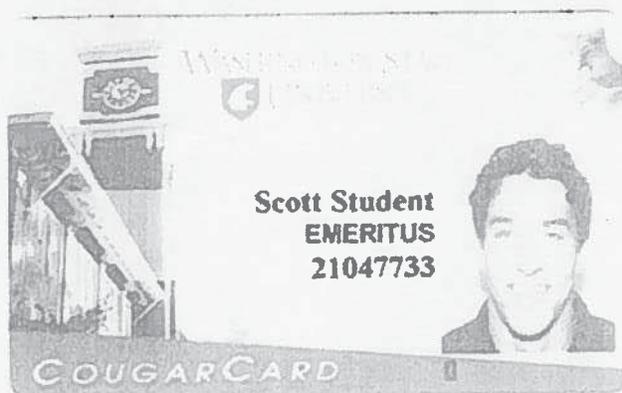
- SOUTH
- BUS STOP
- TRANSPOINT
- NORTH



The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



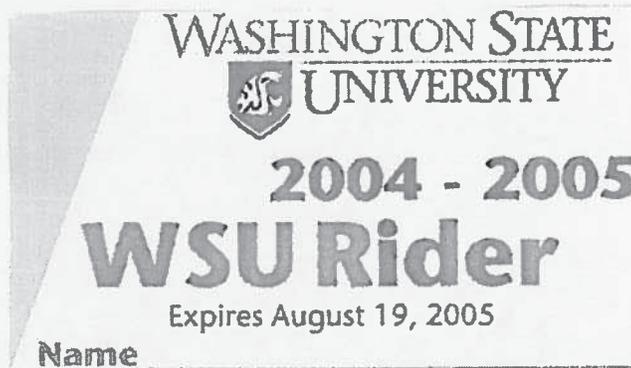
The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



The following older versions of WSU ID Cards are valid for boarding a Pullman Transit bus or van. This includes all the classifications of card holders that are shown on pages 1 and 2 in Appendix "B".



The following WSU Rider Card is valid for boarding a Pullman Transit bus or van.



The following WSU ID Card is NOT valid for boarding a Pullman Transit bus or van.



RESOLUTION NO. R- 62 -14

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF PROVIDING PUBLIC TRANSPORTATION SERVICES TO STAFF, STUDENTS, FACULTY AND RETIREES FOR THE 2014-2015 SCHOOL YEAR.

WHEREAS, the City Council for the city of Pullman has before it an Agreement which is attached hereto and marked as Exhibit "A"; and,

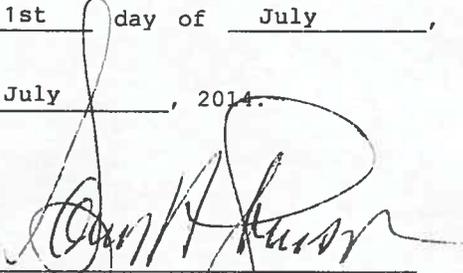
WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that the Mayor and finance director are hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 1st day of July, 2014.

DATED this 2nd day of July, 2014.

  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:

  
\_\_\_\_\_  
Finance Director  
William F. Mulholland

wscm

**2014-2015 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM**

**THIS AGREEMENT (the "Agreement")** is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter "CITY"), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter "WSU").

**RECITALS**

WHEREAS, pursuant to the provisions of R.C.W. 39.33.050 CITY has developed and operates a public mass transportation system, and, therefore, has the authority to contract with any other municipal corporation or political subdivision of the state for public mass transportation services; and,

WHEREAS, WSU desires to relieve vehicular traffic congestion and adverse impacts on the traffic facilities on the Pullman campus of WSU caused by the high usage of vehicles to, from, and on the campus of WSU traveling within the CITY; and

WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public mass transportation system operated by the city of Pullman to travel to, from, and on the campus of WSU.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Pullman Transit means the public mass transportation system operated by CITY consisting of a Fixed-Route Service component and a Dial-A-Ride Service component.
- 1.2 Dial-A-Ride Service means the demand/response service component of Pullman Transit, which responds to requests from senior and disabled persons for transportation services within CITY and does not operate on a fixed route.
- 1.3 Fixed-Route Service means the service component of Pullman Transit which operates on fixed routes.
- 1.4 Eligible Riders means faculty, staff, students, and members of other activities based on the WSU campus who present a valid WSU Identification Card to the driver of the transit vehicle.
- 1.5 Schedules mean those schedules established by CITY for fixed-route service.
- 1.6 Valid WSU Identification Card means any one of the cards issued by Washington State University, as shown in Appendix "B". Issuance of these cards is at the sole discretion of WSU.
- 1.7 Supplemental Service means fixed route bus service Pullman Transit adds during peak ridership times when demand is greatest.
- 1.8 Game Day Service means additional fixed route service added on home football games days.
- 1.9 Reduced Saturday service means fixed route bus service offered during WSU's Thanksgiving, Winter, and Spring vacations, and Summer session.
- 1.10 Additional Service means any fixed route or Dial-A-Ride service offered by Pullman Transit that is outside of its normal work day and/or as described in this agreement.

## SECTION 2: USE OF PULLMAN TRANSIT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding, while riding, or exiting from a Pullman Transit bus by displaying to the transit bus driver a valid WSU identification card.
- 2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service of Pullman Transit at any time it operates on a space-available basis as determined by representatives of CITY without the payment of any fare upon boarding, while riding, or exiting from a Dial-A-Ride vehicle by displaying to the driver thereof a valid WSU identification card.
- 2.3 Refusal of Use. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

## SECTION 3: PULLMAN TRANSIT SERVICE LEVELS

- 3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit, subject to the provisions of Section 3.4 herein.

- 3.2 Service Levels—Fixed Route, Supplemental, and Dial-A-Ride Service. Subject to the provisions in Section 3.4 herein, at the time of executing this Agreement, CITY operates the Fixed-Route Service of Pullman Transit on the fixed routes and schedules for the 2014-2015 academic year as described in Appendix “A” for the A, I, J, E, LOOP, Express, PM North/South, and Saturday North/South Fixed Route Service, Move-In Shuttle, Home Football Game Day Service, and as-needed Supplemental Service Monday through Friday; and the Dial-A-Ride Service from 6:30 AM to 12:00 AM Monday through Friday, and on Saturdays, when Fixed Route Service is offered, from 9:15 AM to 12:00 midnight.
- 3.3 Service Level—Express Fixed Route Service. For the periods when classes and examinations are regularly scheduled on the Pullman campus of WSU from, August 21, 2014 to May 9, 2015 subject to the provisions of paragraph 3.4 herein, CITY will enhance the service level of Pullman Transit as described in Appendix “A” by:
- 3.3.1 Extending the hours of the Fixed-Route Service Monday through Friday on the Express Route 1 and Express Route 2 so that a transit bus departs from the Colorado St stop and the Thatuna St and Campus St stop, respectively, with two-way routing creating a shuttle service on campus with six buses about every 4 minutes from 7:00 AM to 5:30 PM and with three buses about every 12 minutes from 5:30 PM to 7:10 PM; and with one bus about every 26 minutes from 7:10 PM to 8:48 PM and so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the PM North Route about every 45 minutes from 5:30 PM to 12:00 AM, and the PM South Route, about every 45 minutes from 8:48 PM to 12:00 AM.
- 3.3.2 Providing Saturday Fixed Route Service so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about every 45 minutes from 9:15 AM to 12:00 AM. During WSU’s Thanksgiving, Winter, and Spring vacations, the two buses will depart the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about every 45 minutes from 10:30 AM to 6:00 PM.

3.3.3 Providing Home Football Game Day service with normal Saturday North/South routes operating from 9:15 AM to 12:00 AM, two Express 2 routes, A route, I and J routes and two Park-and-Ride Shuttles operating from three hours before the game, during the game, and for one and a half hours after each home game.

3.4 Reduction in Level of Services. At the sole discretion of CITY, and notwithstanding Section 3.3.2 herein, service may be reduced during periods of reduced demand for such services, such as during Thanksgiving, Winter, and Spring vacations and during Summer sessions at the Pullman campus of WSU.

CITY will not reduce the level of services from those indicated in Sections 3.2, 3.3 and Appendix A herein from August 21, 2014 to December 12, 2014 (Fall Semester) except for those periods described in this section.

The parties will meet, pursuant to Section 5.2 herein, on or before November 7, 2014 to discuss changes in levels of service, if any, for the period of January 12, 2015 to May 9, 2015 (Spring Semester) except for those periods described in this section. Once the level of service is agreed upon, the levels of service shall be effective through the Spring Semester, and CITY will not reduce the level of service during the Spring Semester.

If the Parties are unable to agree on the level of service, either party may terminate this Agreement as provided under Section 6.2 herein.

#### SECTION 4: FEES FOR USE OF SERVICE

4.1 Payment for Service. WSU agrees to compensate CITY as follows for Eligible Riders to ride the Fixed Route, Supplemental, Enhanced and Dial-A-Ride Services as described in 3.2, 3.3 and Appendix A herein, during the 2014 – 2015 academic year and during the summer of 2015, August 21, 2014 and ending August 20, 2015. Unless the level of service is reduced pursuant to Section 3.4 herein (in which case, the rates below will be adjusted accordingly), CITY will bill WSU on or before the 10<sup>th</sup> day of the month following each of the months listed below and WSU will pay CITY on or before the 25<sup>th</sup> day of the month following each of the months listed below, the following fees:

Month	Fee	% of Total
August 2014	185,609.80	10%
September 2014	185,609.80	10%
October 2014	185,609.80	10%
November 2014	185,609.80	10%
December 2014	185,609.80	10%
January 2015	185,609.80	10%
February 2015	185,609.80	10%
March 2015	185,609.80	10%
April 2015	185,609.80	10%
May 2015	185,609.80	10%
<b>Total Fee</b>	<b>\$ 1,856,098</b>	<b>100%</b>

4.2 Fee for Additional Fixed-Route Service. Any additional service that is not listed in Appendix A is subject to Pullman City Council approval. Other minimal service additions that do not require additional staffing or substantial restructuring of service hours are subject to approval by the Transit Manager.

WSU agrees to pay CITY the fee of \$80.96 per hour per bus for additional requested service that falls within Pullman Transit's published scheduled service period. WSU agrees to pay CITY the fee of \$109.48 per hour per bus for additional requested service that falls outside Pullman Transit's published scheduled service period.

CITY will calculate the amount of the additional service provided for each month during the 2014-2015 school year (August 21, 2014 to May 9, 2015). CITY will bill WSU for the additional service monthly as described in Section 4.1 herein.

SECTION 5: COMMUNICATIONS

- 5.1 Reports. On or before the 10<sup>th</sup> calendar day of each month following any month or portion thereof that Fixed-Route Service is provided to Eligible Riders pursuant to this Agreement, CITY will provide WSU with a written report for that month or portion thereof showing the ridership numbers of each Fixed – Route.
- 5.2 Parties Agree to Meet. The parties shall meet regularly to monitor service and service levels and shall review service level changes as provided in Section 3.4 herein.

The Parties shall meet (1) on or before the 7<sup>th</sup> day of November 2014 to consider service levels as provided under Section 3.4 herein; and (2) if this Agreement is then in effect, once in the month of March 2015 to review performance of this Agreement; and, (3) at other times as called by the lead member of either party. The Transit Manager will be the lead for the City, and the Director of Parking and Transportation will be the lead for WSU.

- 5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by mail, return receipt requested, to the addressees as follows:

TO CITY:

Transit Manager  
City of Pullman  
775 NW Guy Street  
Pullman, WA 99163

TO WSU:

Director, Transportation  
P.O. Box 645500  
Washington State University  
Pullman, WA 99164-5500

SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

- 6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement.

- 6.2 Term. The Term of this Agreement shall be for a period commencing August 21, 2014 to August 19, 2015 (the "Term") unless either party delivers written notice to the other party prior to the last business day observed by CITY in November of 2014 stating that the delivering party is terminating this Agreement effective as of midnight on December 31, 2014. In the event of such termination, all outstanding fees owed to CITY by WSU must be paid by January 31, 2015.
- 6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving fifteen (15) calendar days notice of default to the other party, and the non-breaching party's election to terminate the Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-breaching party prior to expiration of the fifteen (15) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU must be paid within thirty (30) days of termination of this Agreement.

#### SECTION 7: MISCELLANEOUS

- 7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire and integrated Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.
- 7.2 Additional Funding. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Transportation Services of the receipt of additional funds and advise her/him of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate

Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.

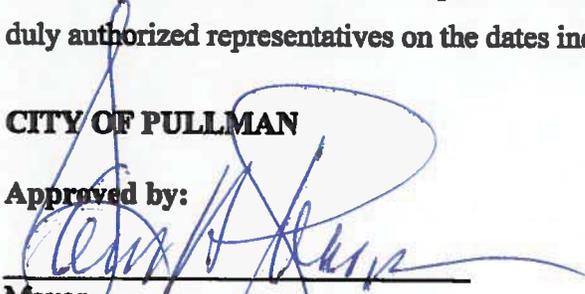
- 7.3 Nondiscrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies.
- 7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.
- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.
- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.
- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
- 7.10 Successors. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the parties.

7.11 **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

**CITY OF PULLMAN**

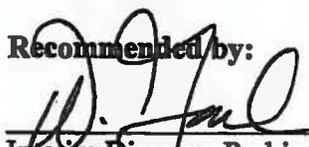
Approved by:

  
\_\_\_\_\_  
Mayor

Date: July 2, 2014

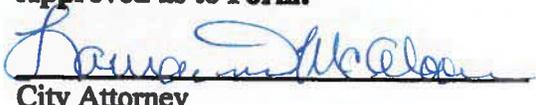
**WASHINGTON STATE UNIVERSITY**

Recommended by:

  
\_\_\_\_\_  
Interim Director, Parking and Transportation

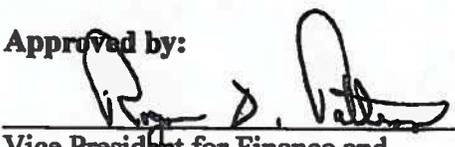
Date: 6-4-14

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

Date: July 2, 2014

Approved by:

  
\_\_\_\_\_  
Vice President for Finance and Administration

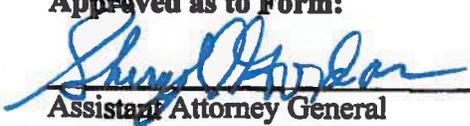
Date: 6/4/2014

Attest:

  
\_\_\_\_\_  
City Finance Director

Date: July 2, 2014

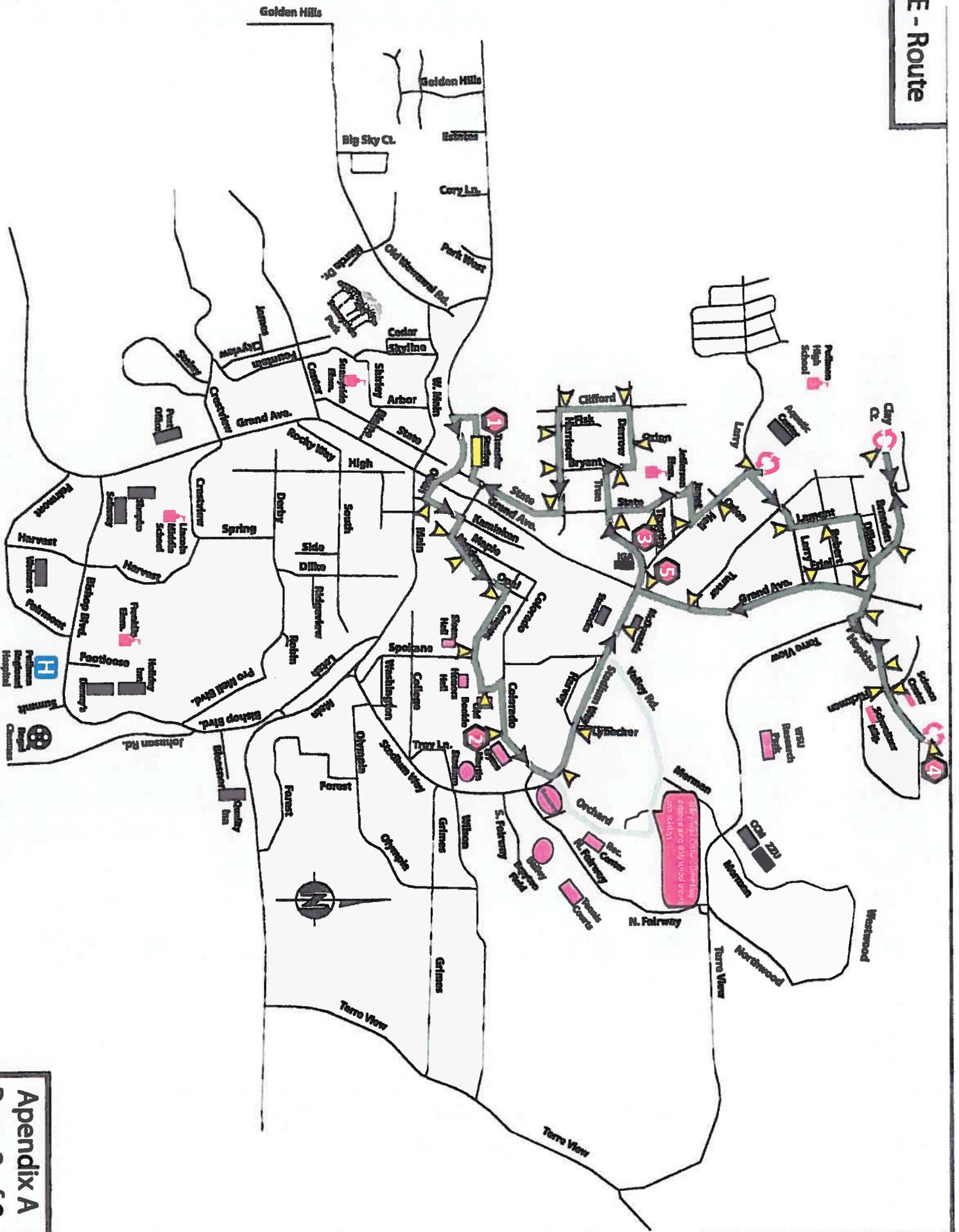
Approved as to Form:

  
\_\_\_\_\_  
Assistant Attorney General

Date: 6/5/2014

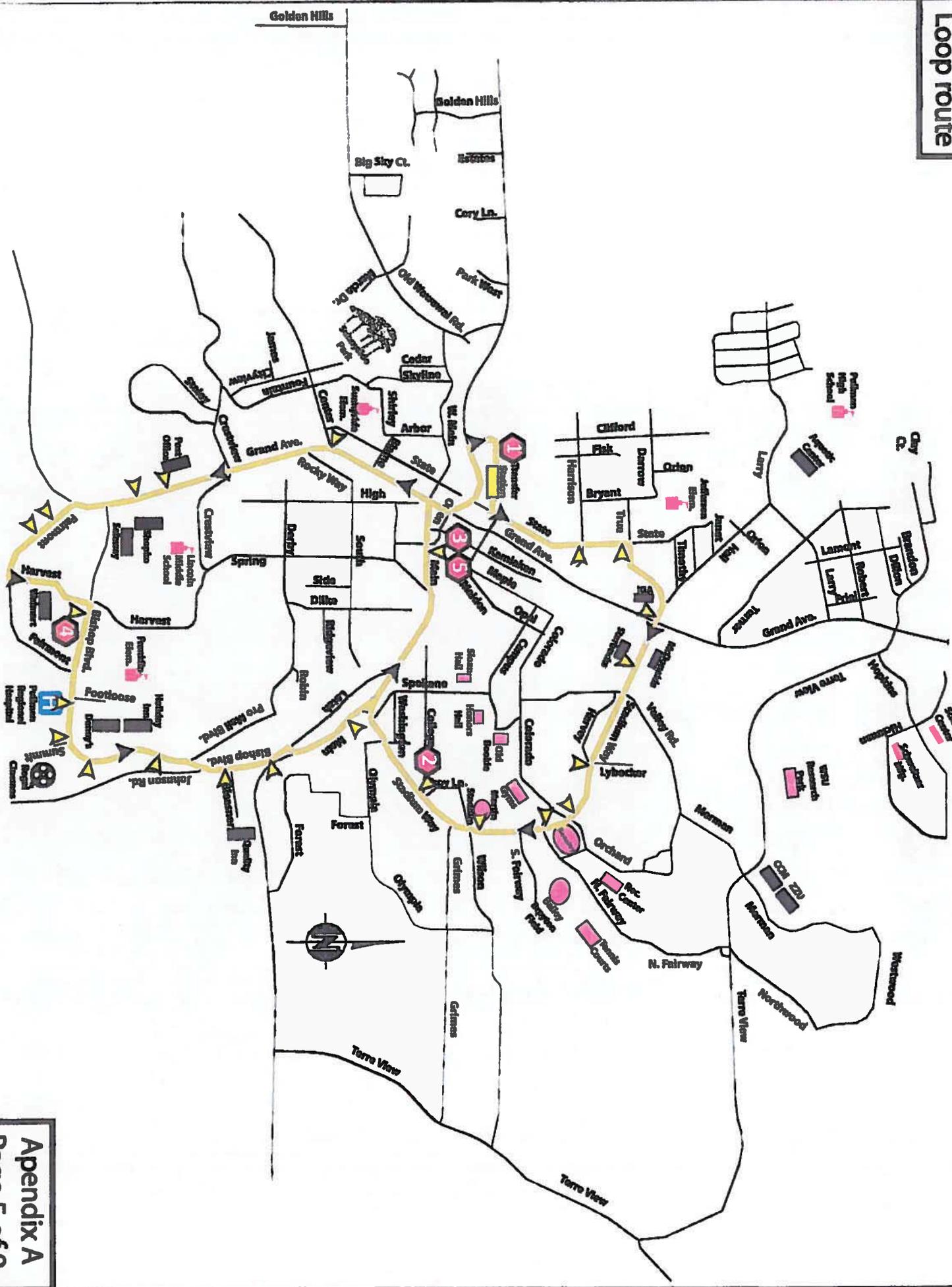


E - Route



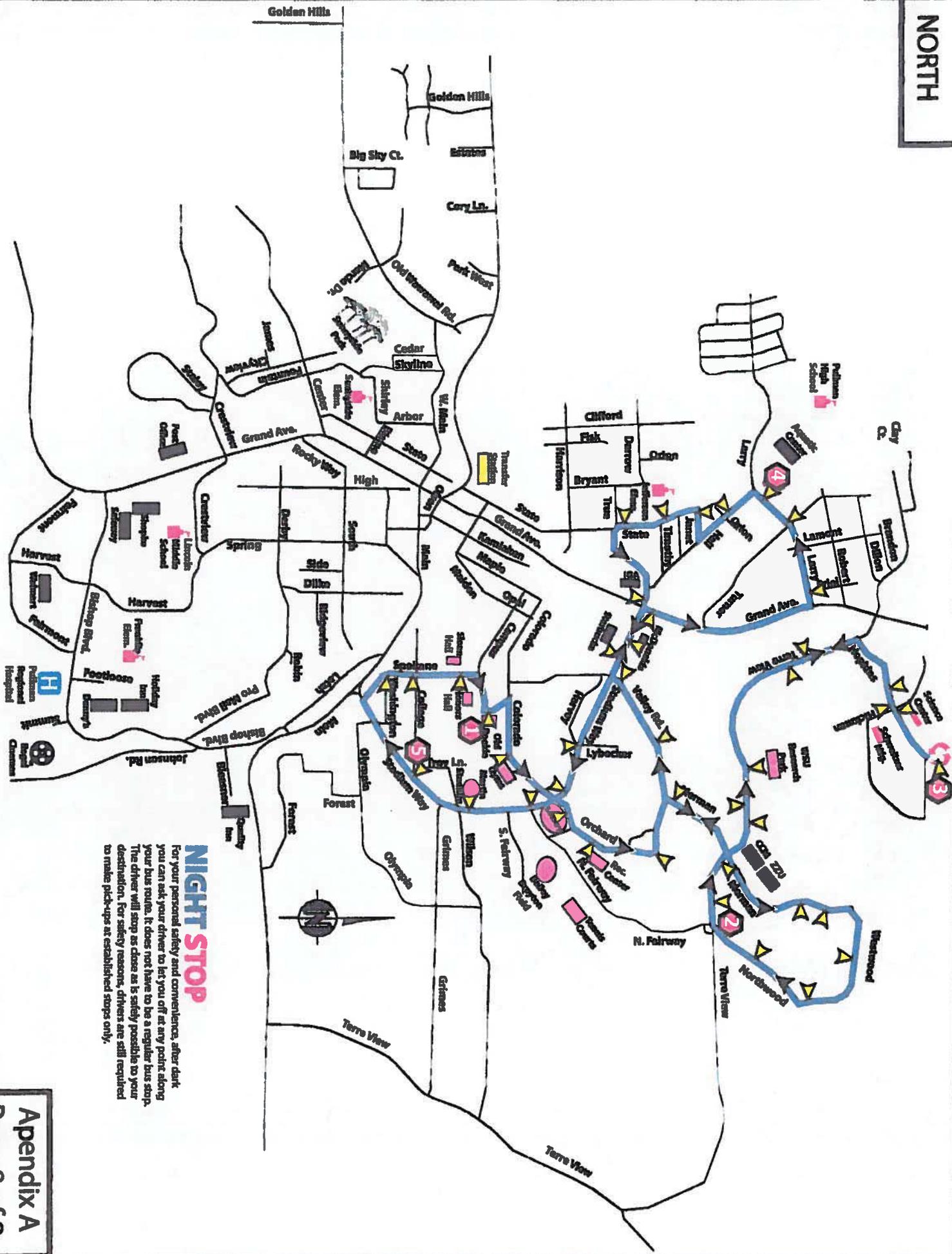




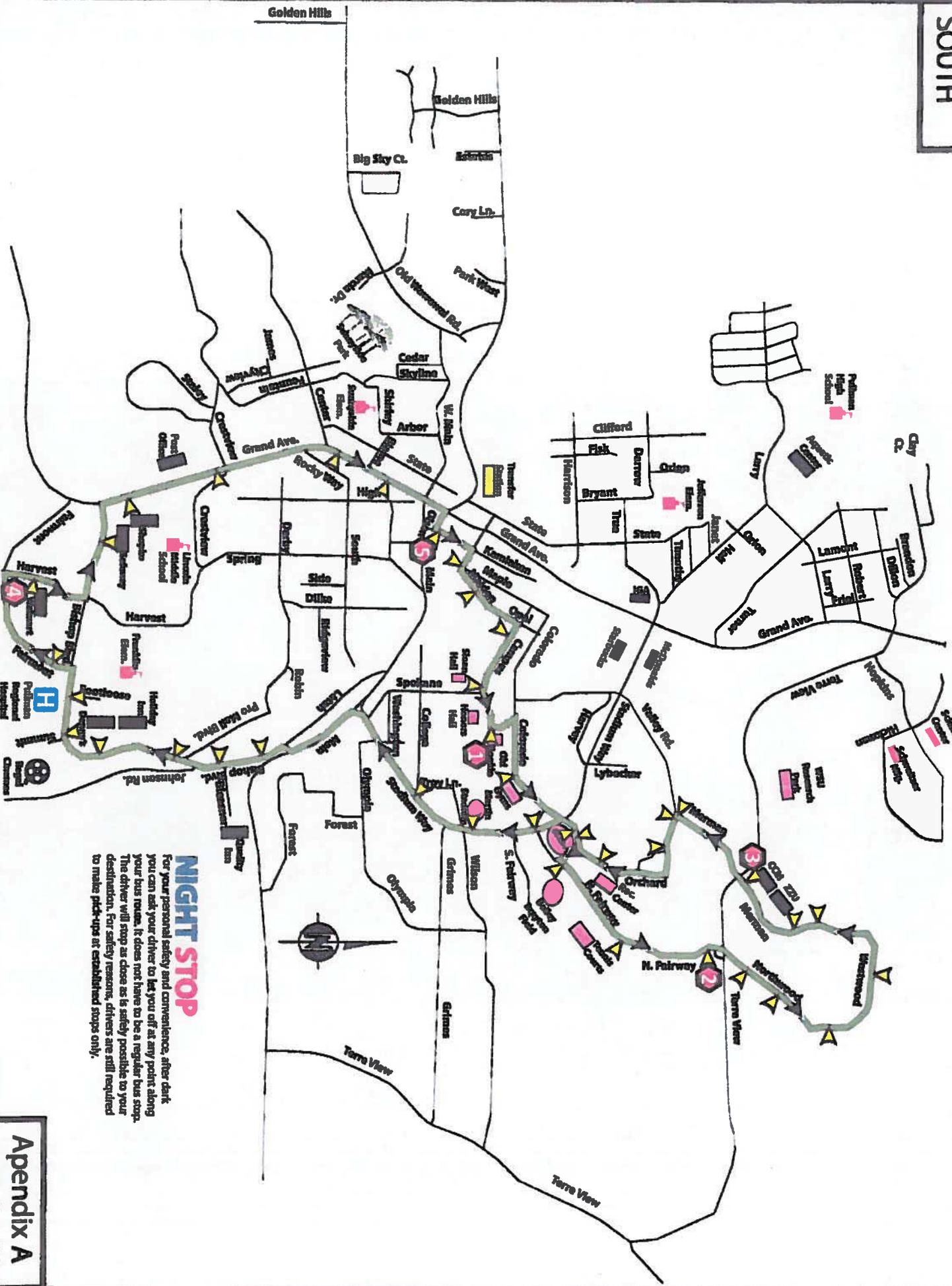








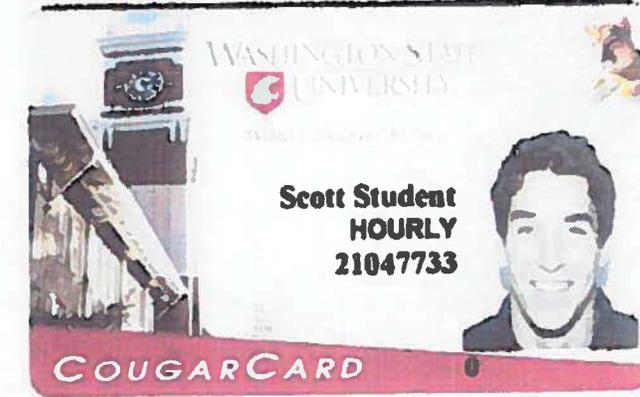
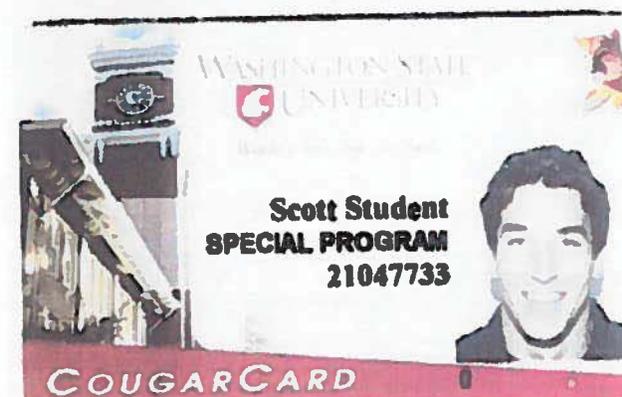
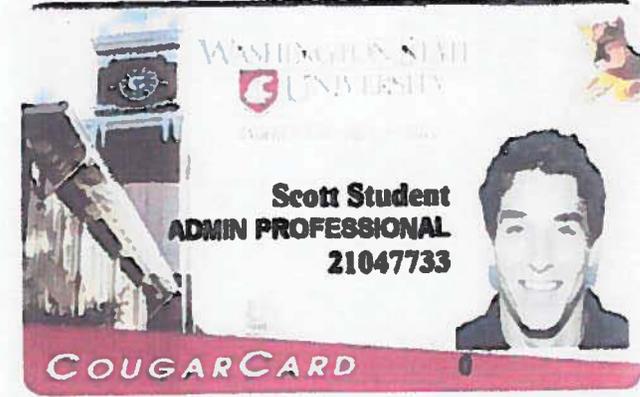
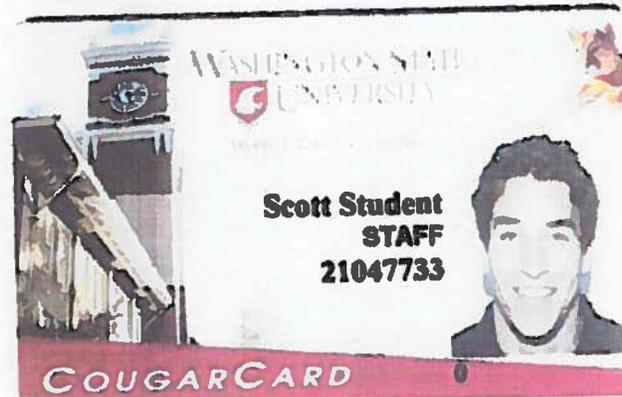
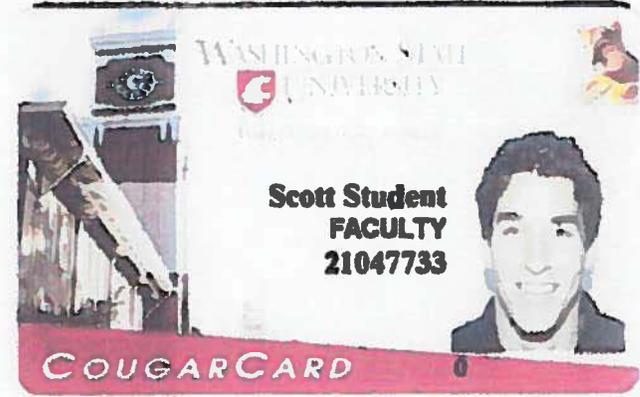
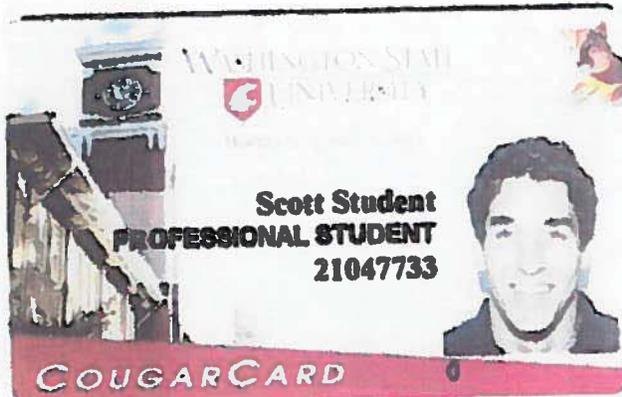
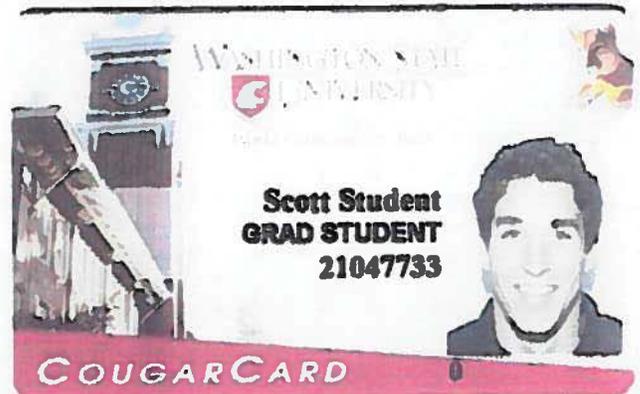
**NIGHT STOP**  
 For your personal safety and convenience, after dark you can ask your driver to let you off at any point along your bus route. It does not have to be a regular bus stop. The driver will stop as close as is safely possible to your destination. For safety reasons, drivers are still required to make pick-ups at established stops only.



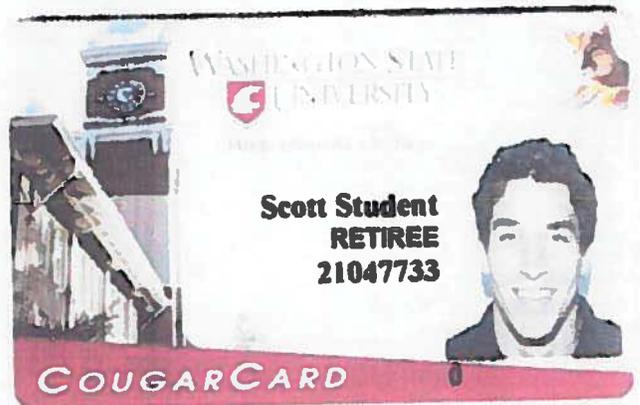
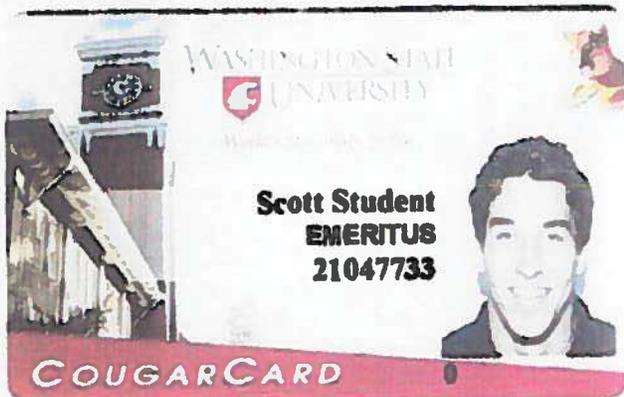
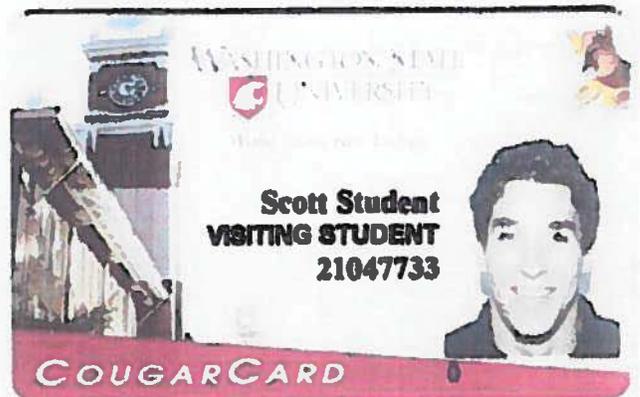
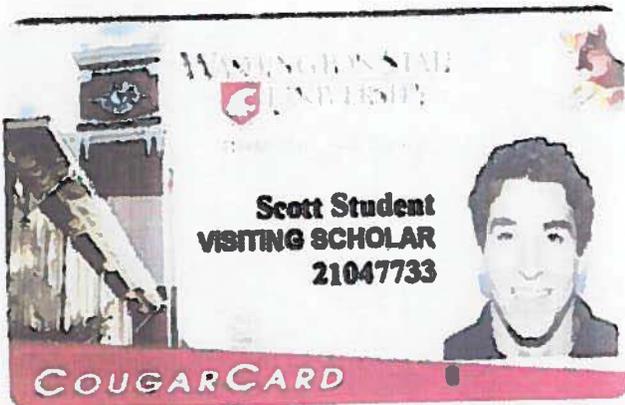
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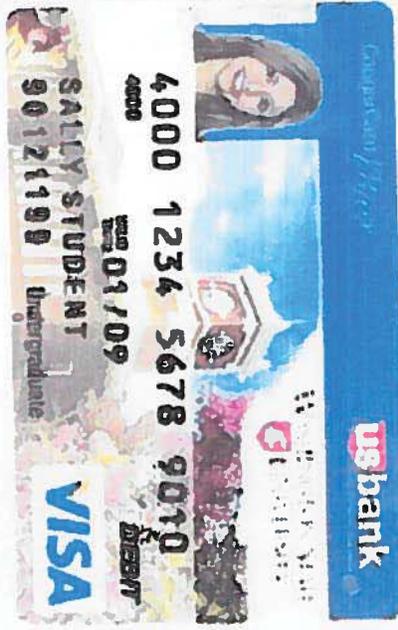
**The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.**



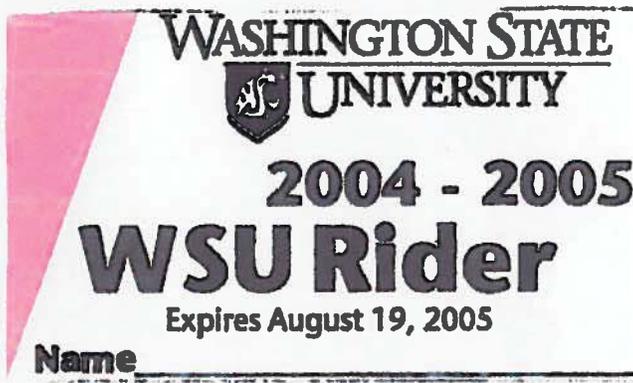
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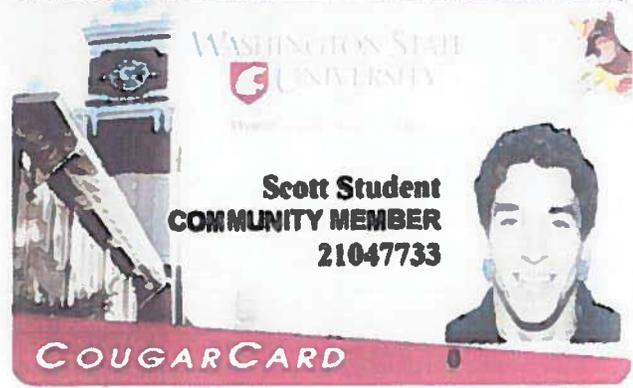
**The following older versions of WSU ID Cards are valid for boarding a Pullman Transit bus or van. This includes all the classifications of card holders that are shown on pages 1 and 2 in Appendix "B".**



**The following WSU Rider Card is valid for boarding a Pullman Transit bus or van.**



**The following WSU ID Card is NOT valid for boarding a Pullman Transit bus or van.**



RESOLUTION NO. R- 56 -13

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF PROVIDING PUBLIC TRANSPORTATION SERVICES TO STAFF, STUDENTS, FACULTY AND RETIREES FOR THE 2013-2014 SCHOOL YEAR.

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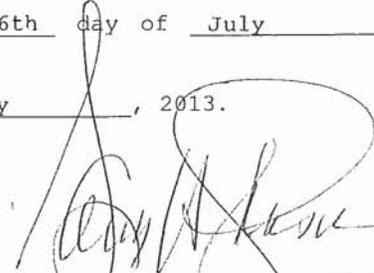
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IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that the Mayor and finance director are hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

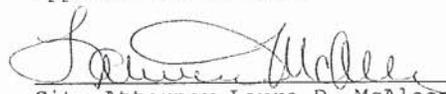
ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 16th day of July, 2013.

DATED this 17th day of July, 2013.

  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:  
  
\_\_\_\_\_  
Finance Director  
William F. Mulholland

Approved as to Form:

  
\_\_\_\_\_  
City Attorney Laura D. McAloon

**FILED**  
JUL 17 2013  
CITY CLERK'S OFFICE  
PULLMAN WASHINGTON

**2013-2014 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM**

**THIS AGREEMENT (the “Agreement”)** is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter “CITY”), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter “WSU”).

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WHEREAS, WSU desires to relieve vehicular traffic congestion and adverse impacts on the traffic facilities on the Pullman campus of WSU caused by the high usage of vehicles to, from, and on the campus of WSU traveling within the CITY; and

WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public mass transportation system operated by the city of Pullman to travel to, from, and on the campus of WSU.

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- 1.4 Eligible Riders means faculty, staff, students, and members of other activities based on the WSU campus who present a valid WSU Identification Card to the driver of the transit vehicle.
- 1.5 Schedules mean those schedules established by CITY for Fixed-Route Service.
- 1.6 Valid WSU Identification Card means any one of the cards issued by Washington State University, as shown in Appendix “B.” Issuance of these cards is at the sole discretion of WSU.
- 1.7 Supplemental Service means fixed route bus service Pullman Transit adds during peak ridership times when demand is greatest.

- 1.8 Enhanced Service means Fixed-Route Service and Dial-A-Ride Service after 12:30 am on Friday and after 12:00 midnight on Saturday nights, and includes Late Night Service.
- 1.9 Game Day Service means additional Fixed-Route Service added on home football games days.
- 1.10 Reduced Saturday service means Fixed-Route Service offered during WSU's Thanksgiving, Winter, and Spring vacations, and Summer session.
- 1.11 Additional Service means any Fixed-Route Service or Dial-A-Ride Service offered by Pullman Transit that is outside of its normal work day and/or as described in this Agreement.
- 1.12 Security Personnel or Security Person means employee(s) hired by CITY to assist in keeping order on the Late Night buses on Friday and Saturday nights.

## SECTION 2: USE OF PULLMAN TRANSIT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding, while riding, or exiting from a Pullman Transit bus by displaying to the transit bus driver a valid WSU Identification Card.
- 2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service of Pullman Transit at any time it operates on a space-available basis as determined by representatives of CITY without the payment of any fare upon boarding, while riding, or exiting from a Dial-A-Ride vehicle by displaying to the driver thereof a valid WSU Identification Card.
- 2.3 Refusal of Use. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

## SECTION 3: PULLMAN TRANSIT SERVICE LEVELS

- 3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit, subject to the provisions of Section 3.4 herein.
- 3.2 Service Levels—Fixed Route, Supplemental, and Dial-A-Ride Service. Subject to the provisions in Section 3.4 herein, at the time of executing this Agreement, CITY operates the Fixed-Route Service of Pullman Transit on the fixed routes and schedules for the 2013-2014 academic year as described in Appendix "A" for the A, I, J, E, LOOP, Express, PM North/South, and Saturday North/South Fixed Route Service, Move-In Shuttle, Home Football Game Day Service, and as-needed Supplemental Service Monday through Friday; and the Dial-A-Ride Service from 6:30

AM to 12:30 AM Monday through Friday, and on Saturdays, when Fixed Route Service is offered, from 9:15 AM to 12:00 midnight.

3.3 Service Level—Express Fixed Route Service. For the periods when classes and examinations are regularly scheduled on the Pullman campus of WSU from, August 15, 2013 to May 10, 2014 subject to the provisions of paragraph 3.4 herein, CITY will enhance the service level of Pullman Transit as described in Appendix “A” by:

3.3.1 Extending the hours of the Fixed-Route Service Monday through Friday on the Express Route 1 and Express Route 2 so that a transit bus departs from the Colorado St stop and the Thatuna St and Campus St stop, respectively, with two-way routing creating a shuttle service on campus with six buses about every 4 minutes from 7:00 AM to 5:30 PM and with three buses about every 12 minutes from 5:30 PM to 7:10 PM; and with one bus about every 26 minutes from 7:10 PM to 8:48 PM and so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the PM North Route about every 45 minutes from 5:30 PM to 12:30 AM, and the PM South Route, about every 45 minutes from 8:48 PM to 12:30 AM.

3.3.2 Providing Saturday Fixed Route Service so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about every 45 minutes from 9:15 AM to 12:00 AM. During WSU’s Thanksgiving, Winter, and Spring vacations, the two buses will depart the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about every 45 minutes from 10:30 AM to 6:00 PM.

3.3.3 Providing Enhanced Late Night service from 12:30 AM to 3:00 AM on Friday and Saturday nights so that a transit bus departs the Thatuna St and Campus St stop to service the Midnight North Route and the Midnight South Route every 20 minutes on Midnight North and every 30 minutes on Midnight South from 12:30 AM to 3:00 AM on Friday nights and from 12:00 AM to 3:00 AM on Saturday nights.

3.3.4 Providing Home Football Game Day service with normal Saturday North/South routes operating from 9:15 AM to 3:00 AM, two Express 2 routes, A route, I and J routes and two Park-and-Ride Shuttles operating from three hours before the game, during the game, and for one and a half hours after each home game.

3.4 Reduction in Level of Services. At the sole discretion of CITY, and notwithstanding Section 3.3.2 herein, service may be reduced during periods of reduced demand for such services, such as during Thanksgiving, Winter, and Spring vacations and during Summer sessions at the Pullman campus of WSU.

CITY will not reduce the level of services from those indicated in Sections 3.2, 3.3 and Appendix A herein from August 15, 2013 to December 13, 2013 (Fall Semester) except for those periods described in this section.

The parties will meet, pursuant to Section 5.2 herein, on or before November 8, 2013 to discuss changes in levels of service, if any, for the period of January 13, 2014 to May 10, 2014 (Spring Semester) except for those periods described in this section. Once the level of service is agreed upon, the levels of service shall be effective through the Spring Semester, and CITY will not reduce the level of service during the Spring Semester.

If the Parties are unable to agree on the level of service, either party may terminate this Agreement as provided under Section 6.2 herein.

SECTION 4: FEES FOR USE OF SERVICE

4.1 Payment for Service. WSU agrees to compensate CITY as follows for Eligible Riders to ride the Fixed Route, Supplemental, Enhanced and Dial-A-Ride Services as described in 3.2, 3.3 and Appendix A herein, during the 2013-2014 academic year and during the summer of 2014, August 15, 2013 and ending August 20, 2014. Unless the level of service is reduced pursuant to Section 3.4 herein (in which case, the rates below will be adjusted accordingly), CITY will bill WSU on or before the 10<sup>th</sup> day of the month following each of the months listed below and WSU will pay CITY on or before the 25<sup>th</sup> day of the month following each of the months listed below, the following fees:

Month	Fee	% of Total
August 2013	172,317.20	10%
September 2013	172,317.20	10%
October 2013	172,317.20	10%
November 2013	172,317.20	10%
December 2013	172,317.20	10%
January 2014	172,317.20	10%
February 2014	172,317.20	10%
March 2014	172,317.20	10%
April 2014	172,317.20	10%
May 2014	172,317.20	10%
<b>Total Fee</b>	<b>\$1,723,172</b>	<b>100%</b>

4.2 Fee for Additional Fixed-Route Service. Any additional service that is not listed in Appendix A is subject to Pullman City Council approval. Other minimal service additions that do not require additional staffing or substantial restructuring of service hours are subject to approval by the Transit Manager.

WSU agrees to pay CITY the fee of \$76.43 per hour per bus for additional requested service that falls within Pullman Transit’s published scheduled service period. WSU agrees to pay CITY the fee of \$104.97 per hour per bus for additional requested service that falls outside Pullman Transit’s published scheduled service period.

CITY will calculate the amount of the additional service provided for each month during the 2013-2014 school year (August 15, 2013 to May 10, 2014). CITY will bill WSU for the additional service monthly as described in Section 4.1 herein.

4.3 Fee for Security Personnel on Late Night buses. To assist CITY bus drivers in maintaining the safety of Eligible Riders and keeping order on the Friday and Saturday Late Night buses, CITY will hire Security Personnel, who will report to CITY via Pullman Transit personnel. One Security Person will be assigned to each CITY bus from 11:00 pm until the end of the night at 3:00 am.

WSU agrees to pay CITY the fee of \$13.99 per hour per security person for such Security Personnel. CITY will bill WSU and WSU will pay for the security services monthly as described in Section 4.1 herein.

SECTION 5: COMMUNICATIONS

- 5.1 Reports. On or before the 10<sup>th</sup> calendar day of each month following any month or portion thereof that Fixed-Route Service is provided to Eligible Riders pursuant to this Agreement, CITY will provide WSU with a written report for that month or portion thereof showing the ridership numbers of each Fixed Route.
- 5.2 Parties Agree to Meet. The parties shall meet regularly to monitor service and service levels and shall review service level changes as provided in Section 3.4 herein.

The Parties shall meet (1) on or before the 8<sup>th</sup> day of November 2013 to consider service levels as provided under Section 3.4 herein; and (2) if this Agreement is then in effect, once in the month of March 2014 to review performance of this Agreement; and, (3) at other times as called by the lead member of either party. The Transit Manager will be the lead for the City, and the Director of Parking and Transportation will be the lead for WSU.

- 5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by mail, return receipt requested, to the addressees as follows:

TO CITY:

Transit Manager  
City of Pullman  
775 NW Guy Street  
Pullman, WA 99163

TO WSU:

Director, Transportation  
P.O. Box 645500  
Washington State University  
Pullman, WA 99164-5500

SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

- 6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement.
- 6.2 Term. The Term of this Agreement shall be for a period commencing August 15, 2013 and ending August 20, 2014 (the "Term") unless either party delivers written notice to the other party prior to the last business day observed by CITY in November of 2013 stating that the delivering party is terminating this Agreement effective as of midnight on December 31, 2013. In the event of such termination, all outstanding fees owed to CITY by WSU must be paid by January 31, 2014.
- 6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving fifteen (15) calendar days notice of default to the other party, and the non-breaching party's election to terminate the Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-breaching party prior to expiration of the fifteen (15) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU must be paid within thirty (30) days of termination of this Agreement.

## SECTION 7: MISCELLANEOUS

- 7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire and integrated Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.
- 7.2 Additional Funding. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Transportation Services of the receipt of additional funds and advise the Director of Transportation Services of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.
- 7.3 Nondiscrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies.
- 7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.
- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.
- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.
- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
- 7.10 Successors. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the parties.
- 7.11 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

**CITY OF PULLMAN**

**Approved by:**

\_\_\_\_\_  
Mayor

Date: 7-16-13

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

Date: 7-30-13

**Attest:**

\_\_\_\_\_  
City Finance Director

Date: 7/16/13

**WASHINGTON STATE UNIVERSITY**

**Recommended by:**

\_\_\_\_\_  
Director Transportation Services

Date: 070913

**Approved by:**

\_\_\_\_\_  
Vice President for Finance and Administration

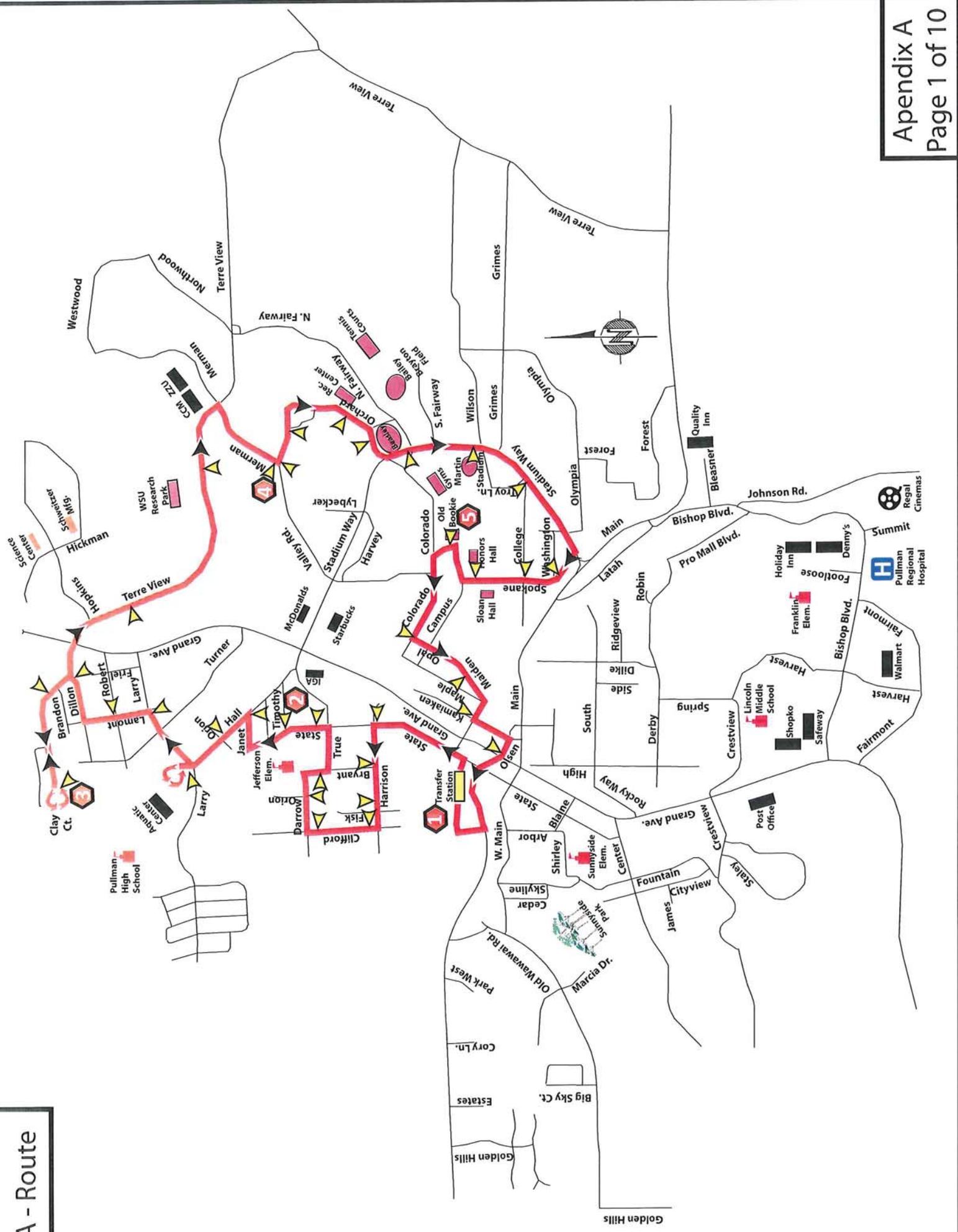
Date: 7/11/13

**Approved as to Form:**

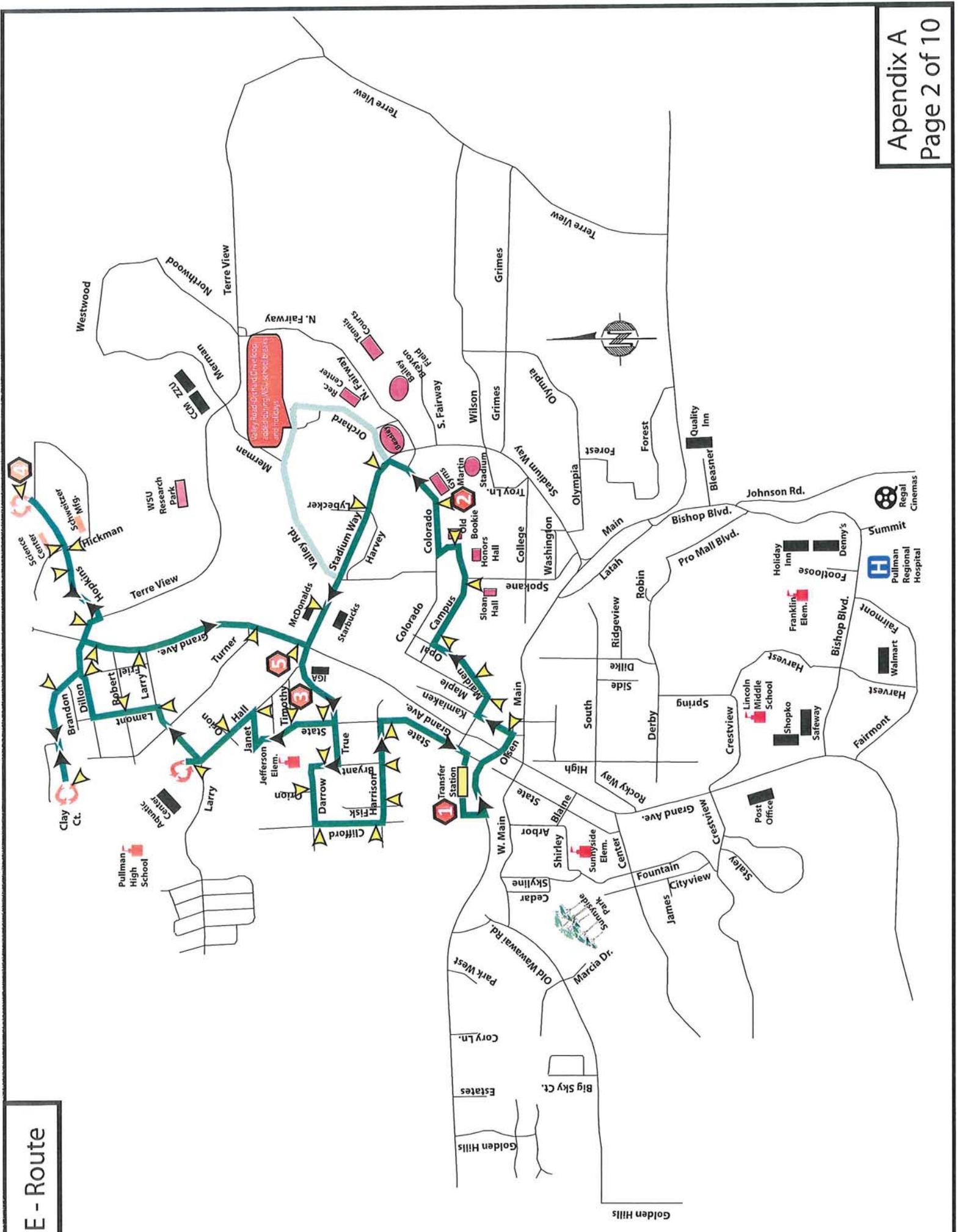
\_\_\_\_\_  
Assistant Attorney General

Date: 07/09/13

# A - Route

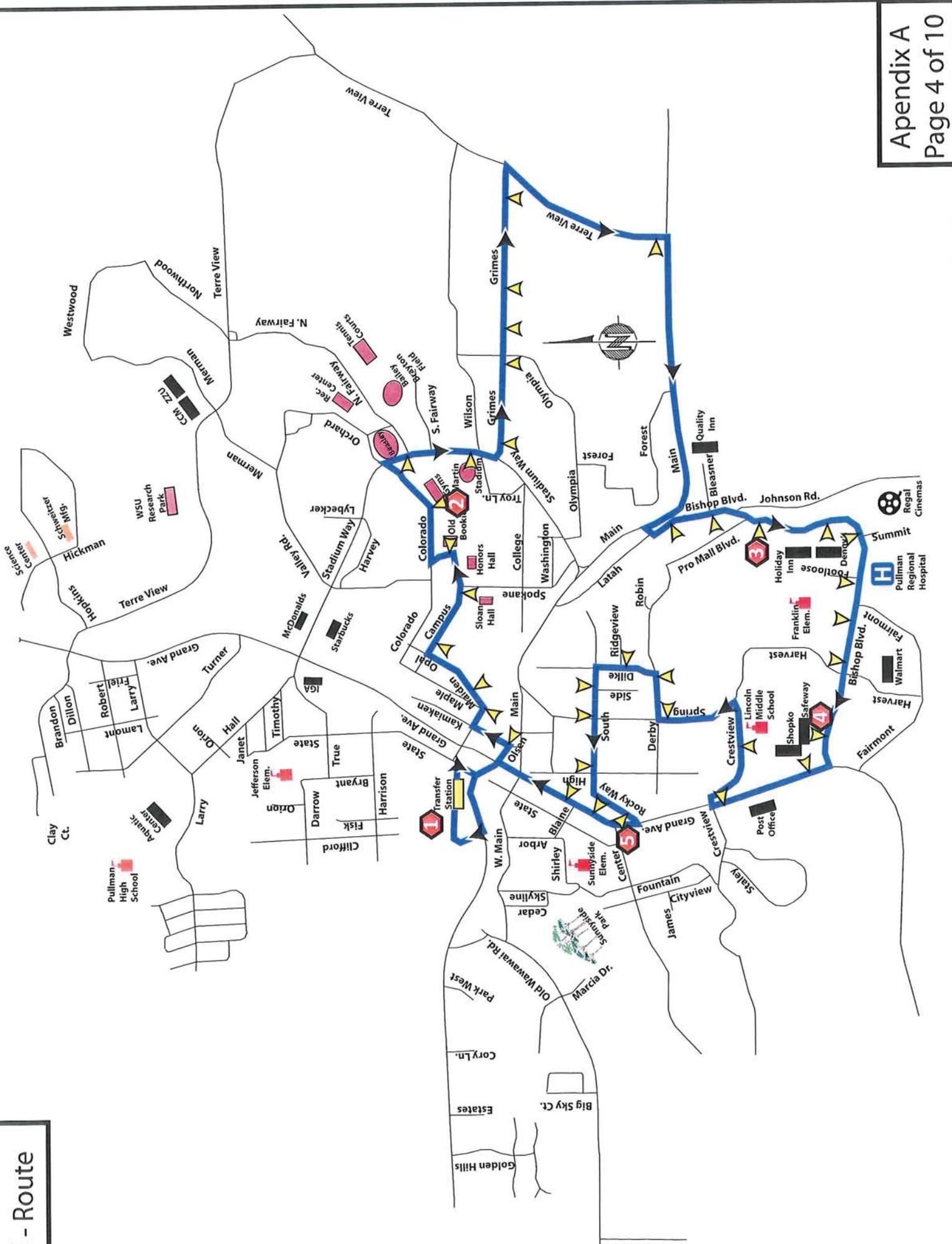


# E - Route



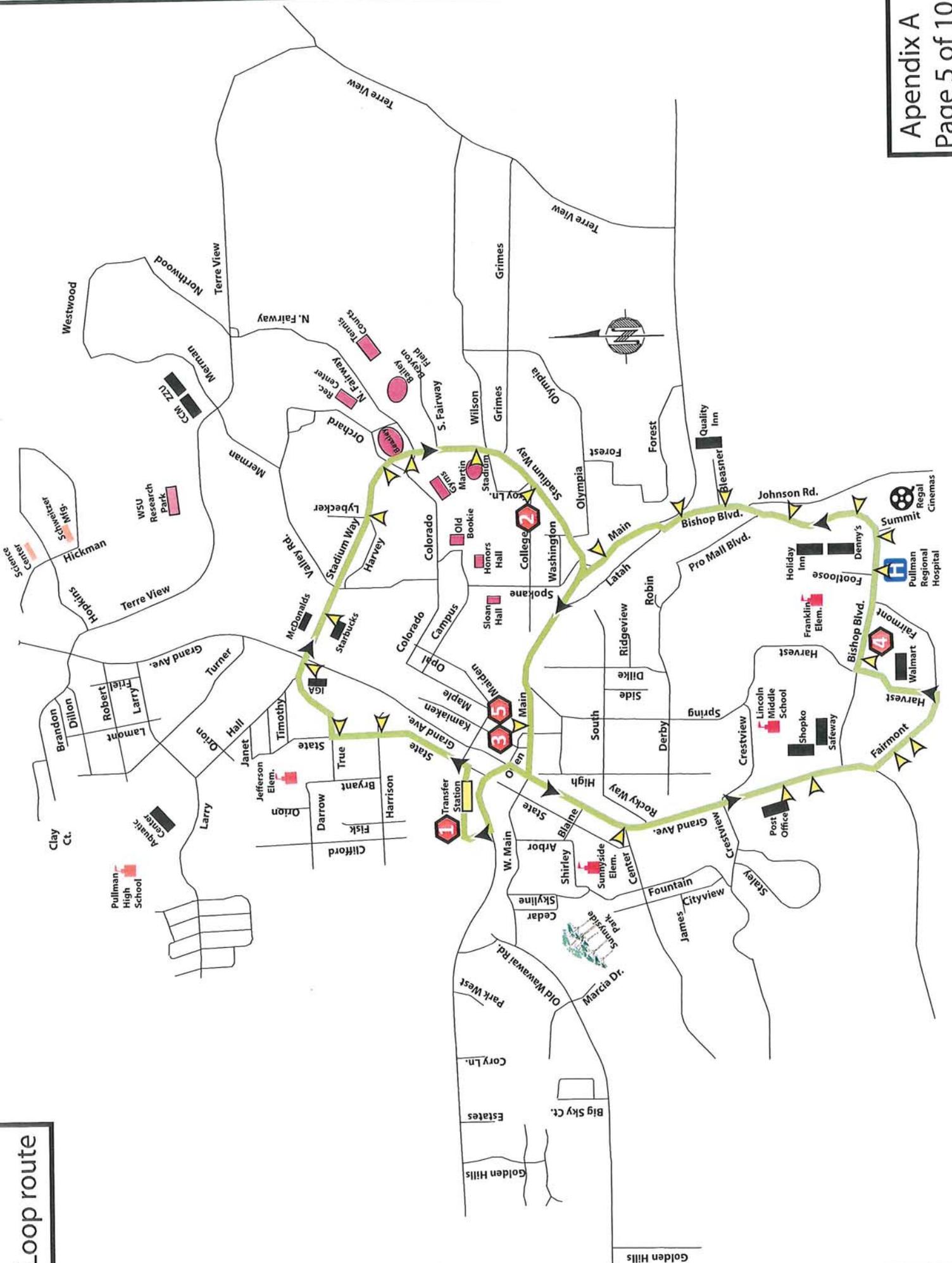


# J - Route



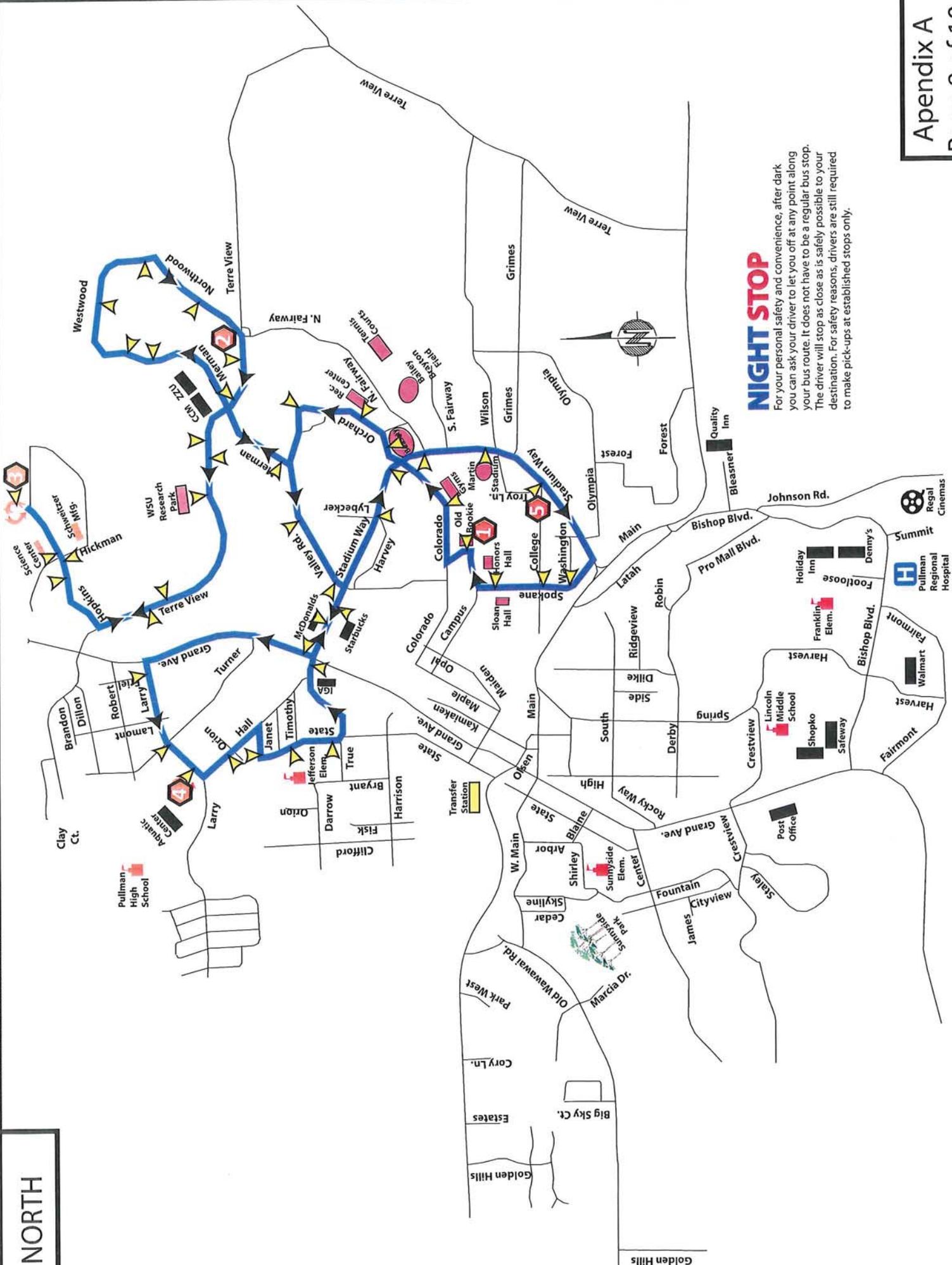
Golden Hills

Loop route







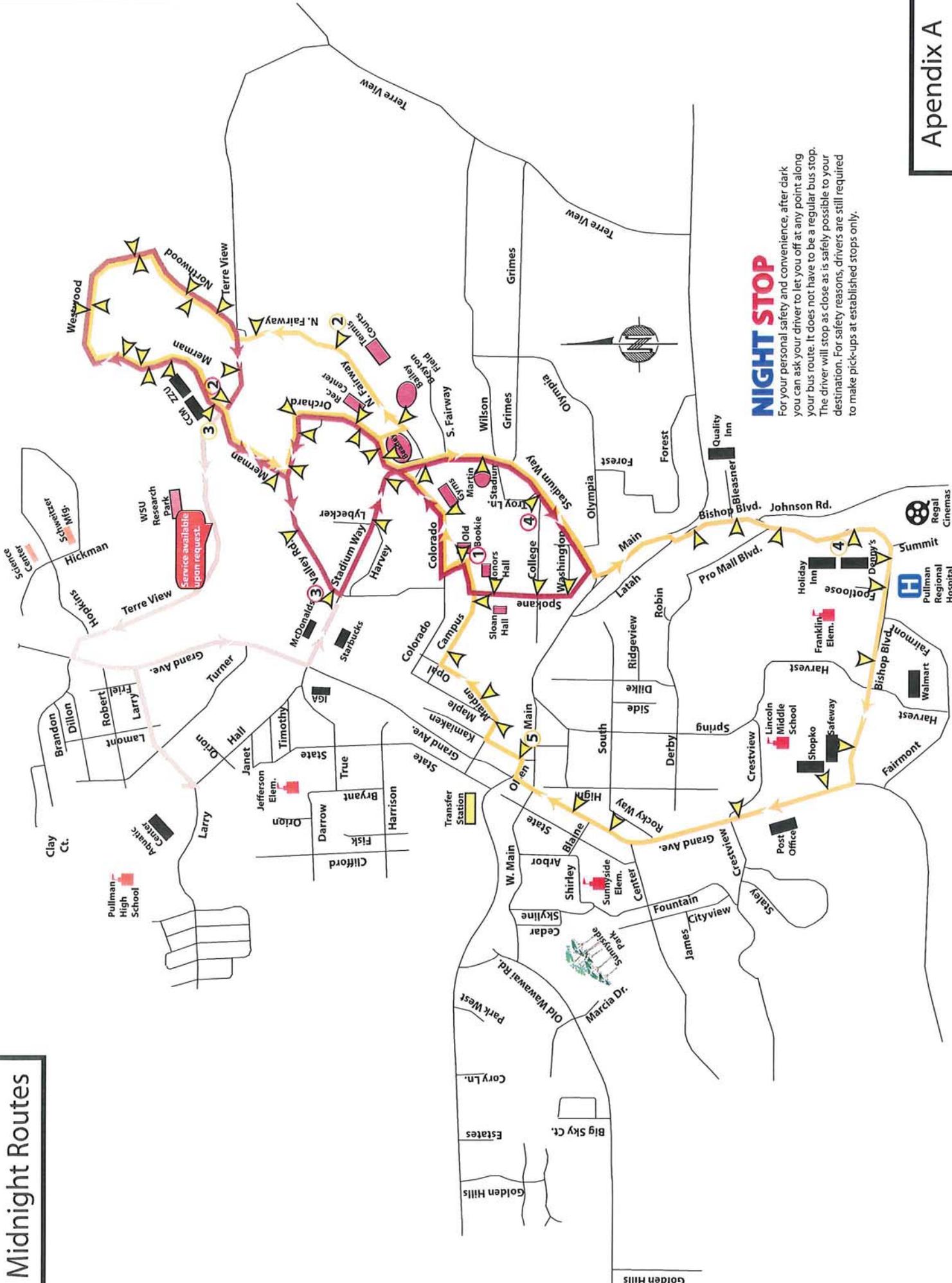


### NIGHT STOP

For your personal safety and convenience, after dark you can ask your driver to let you off at any point along your bus route. It does not have to be a regular bus stop. The driver will stop as close as is safely possible to your destination. For safety reasons, drivers are still required to make pick-ups at established stops only.

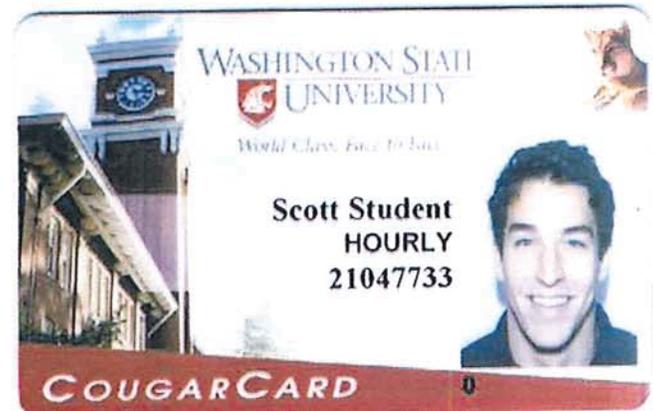
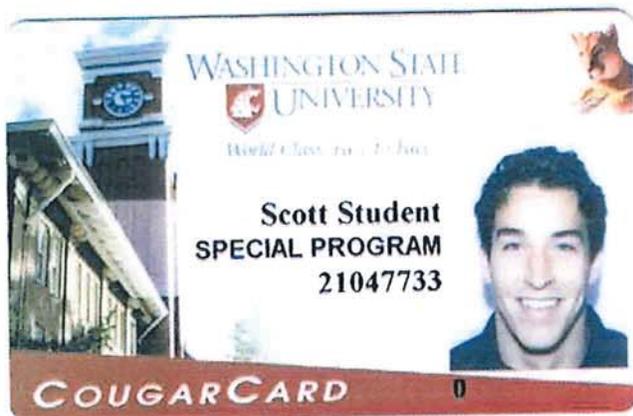
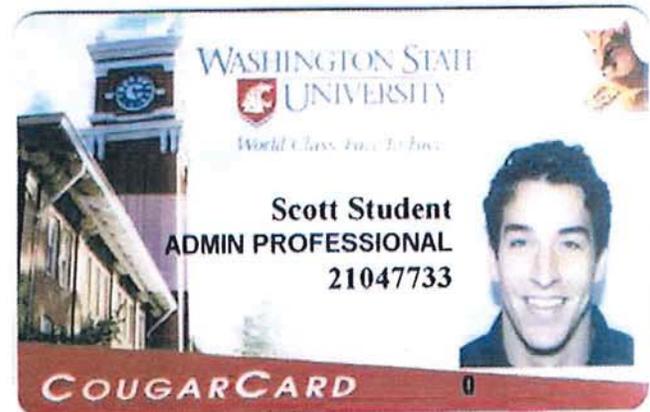
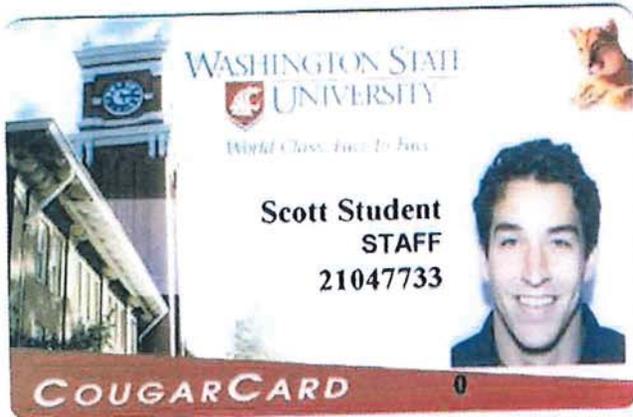
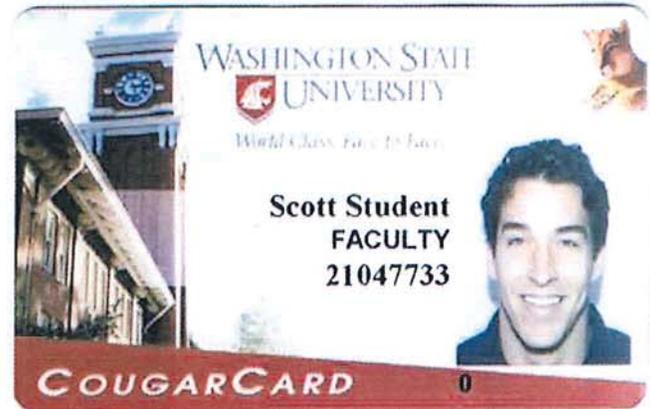
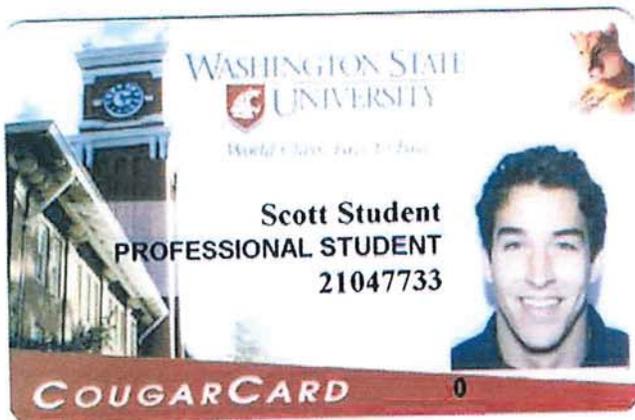
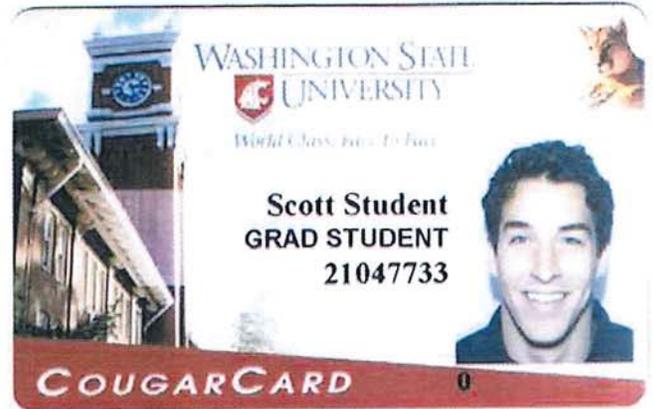


# Midnight Routes

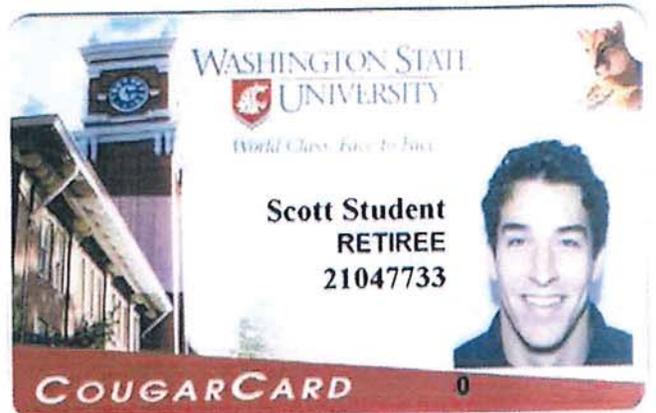
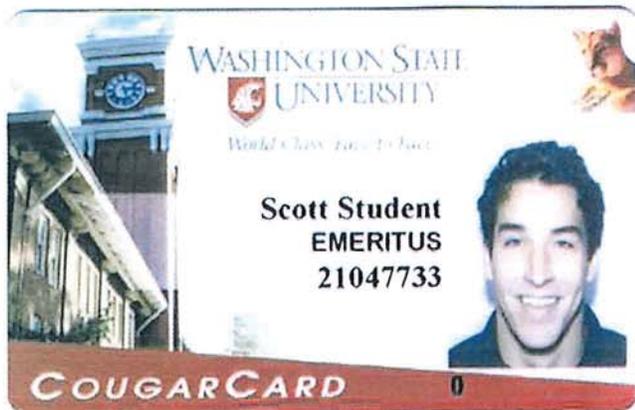
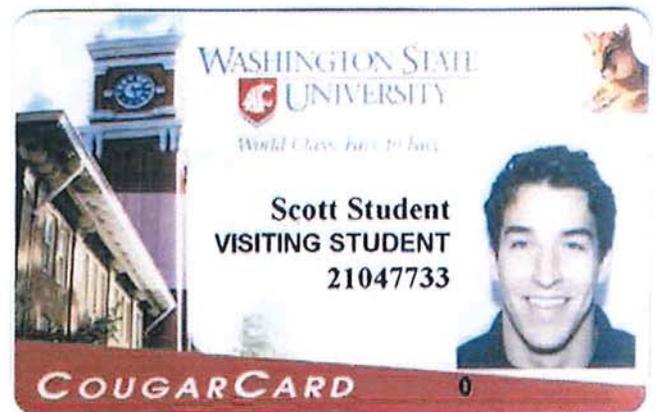
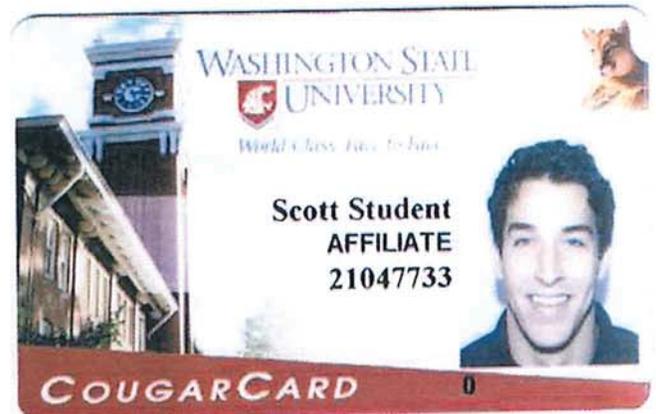
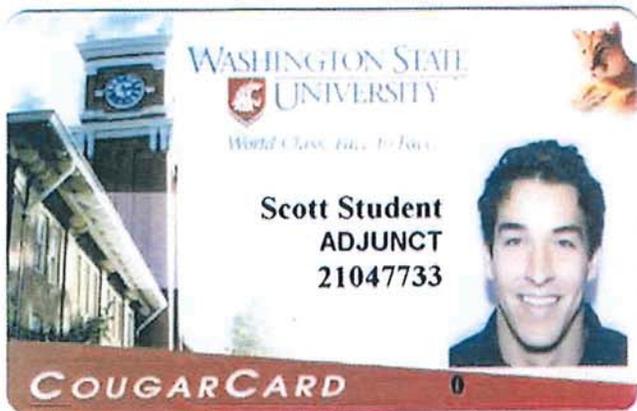


**NIGHT STOP**  
 For your personal safety and convenience, after dark you can ask your driver to let you off at any point along your bus route. It does not have to be a regular bus stop. The driver will stop as close as is safely possible to your destination. For safety reasons, drivers are still required to make pick-ups at established stops only.

The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



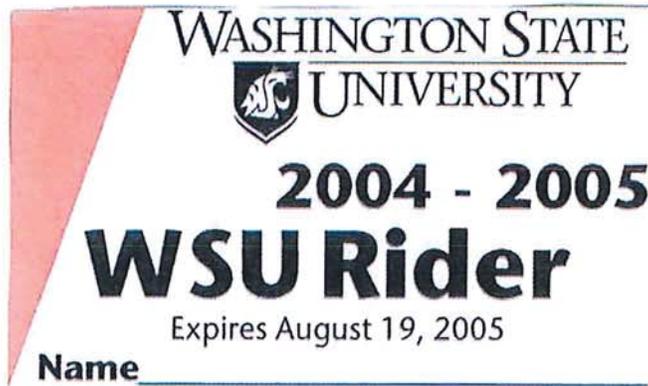
The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



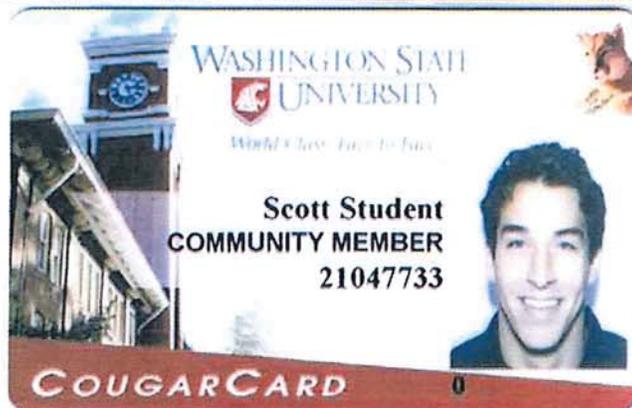
The following older versions of WSU ID Cards are valid for boarding a Pullman Transit bus or van. This includes all the classifications of card holders that are shown on pages 1 and 2 in Appendix "B".



The following WSU Rider Card is valid for boarding a Pullman Transit bus or van.



The following WSU ID Card is NOT valid for boarding a Pullman Transit bus or van.



**AMENDMENT TO 2012-2013 AGREEMENT  
FOR USE OF PUBLIC TRANSPORTATION SYSTEM BETWEEN  
WASHINGTON STATE UNIVERSITY AND THE CITY OF PULLMAN**

This AMENDMENT ("AMENDMENT") to the 2012-2013 Agreement for Use of Public Transportation System executed on or about August 15, 2012, identified by WSU Contract #10759 ("AGREEMENT") is entered into between Washington State University ("WSU"), and the City of Pullman ("CONTRACTOR"), individually referred to as the "PARTY" and collectively referred to as the "PARTIES."

**WHEREAS**, the PARTIES executed the AGREEMENT for the purpose of CONTRACTOR providing certain transportation services to WSU and WSU paying CONTRACTOR for those services;

**WHEREAS**, the PARTIES jointly determined that the level of summer services provided for in the AGREEMENT are insufficient and will result in underservice;

**WHEREAS**, the PARTIES have agreed to an expansion in the service that will be offered in the summer months of 2013 ("Expanded Summer Service"), and in order to set forth the terms and conditions applicable to such Expanded Summer Service, execute this AMENDMENT.

**NOW THEREFORE**, the following is hereby incorporated into the AGREEMENT:

1. CONTRACTOR will provide Expanded Summer Service in the form of providing E, I, J, and Express 2 routes from May 6, 2013, to August 14, 2013, at the same level of service as is provided by CONTRACTOR during the other parts of the year, as applicable.
2. The cost of the Expanded Summer Service is calculated as 11 additional hours per day for 71 days. At the hourly rate of \$80.69 set forth in Section 4.2 of the AGREEMENT, the total cost for Expanded Summer Service will be \$63,018.89.
3. The PARTIES agree to share these costs equally. Each PARTY will bear \$31,509.44 of the cost of the Expanded Summer Service. This brings the AGREEMENT cost total for the 2012-2013 school year and Expanded Summer Service to \$1,755,125.44.
4. In accordance with the general payment schedule set forth at Section 4.1 of the AGREEMENT, WSU shall pay its \$31,509.44 contribution to the Expanded Summer Service as follows:
  - a. On or before July 10, 2013, CONTRACTOR will invoice WSU for \$15,754.72, representing the first half of WSU's contribution for the Expanded Summer Service. WSU will pay this amount on or before July 25, 2013.
  - b. On or before August 10, 2013, CONTRACTOR will invoice WSU for \$15,754.72, representing the second half of WSU's contribution for the Expanded Summer Service. WSU will pay this amount on or before August 25, 2013.

5. A copy of this AMENDMENT to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."
6. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year last written below.

**CITY OF PULLMAN**

Approved by:

\_\_\_\_\_  
Mayor

Date: 5/1/13

Approved as to Form:

\_\_\_\_\_  
City Attorney

Date: 5/1/13

Attest:

\_\_\_\_\_  
City Finance Director

Date: 5/1/13

**WASHINGTON STATE UNIVERSITY**

Recommended by:

\_\_\_\_\_  
Director, Parking and Transportation

Date: 051513

Approved by:

\_\_\_\_\_  
Roger Patterson  
Vice President Finance and Administration

Date: 5/16/13

Approved as to Form:

\_\_\_\_\_  
Assistant Attorney General

Date: 5/16/13

RESOLUTION NO. R-34 -13

A RESOLUTION AUTHORIZING CHANGES TO PULLMAN TRANSIT SUMMER 2013 SERVICE AND APPROVING AN AMENDMENT TO THE 2012-2013 AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF PROVIDING PUBLIC TRANSPORTATION SERVICES.

WHEREAS, a public hearing regarding service changes or termination is required prior to implementation; and,

WHEREAS, on April 9, 2013, the City Council, in Resolution R-28-13, set April 30, 2013, as the date for a public hearing to consider and take action on the proposed Pullman Transit service changes; and,

WHEREAS, after considering council and citizen input, it appears appropriate to expand the current fixed-route summer service of E, South and H Routes to E, I, J and Express 2 Routes as a one-year demonstration project; and,

WHEREAS, the cost for the proposed summer service expansion would be \$63,018.69, and Washington State University has agreed to pay half the cost in the Amendment which is attached hereto and marked as Exhibit "A"; now, therefore,

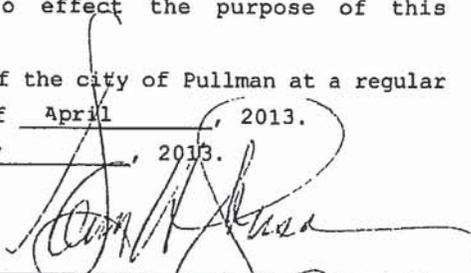
IT IS HEREBY RESOLVED that the Pullman Transit 2013 summer service expand the current fixed-route summer service of E, South and H Routes to E, I, J and Express 2 Routes as a one-year demonstration project.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to execute the Amendment attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Washington State University.

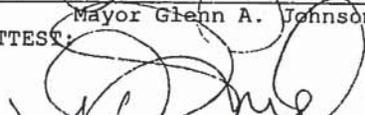
IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 30th day of April, 2013.

DATED this 1st day of May, 2013.

  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:





# CITY OF PULLMAN

## Administration/Finance

325 S.E. Paradise Street, Pullman, WA 99163

(509) 338-3208 Fax (509) 334-2751

[admin@pullman-wa.gov](mailto:admin@pullman-wa.gov)

August 20, 2012

Ms. Bridget Brady  
Director Parking, Transportation & Visitor Center  
Parking Services  
P.O. Box 645500  
Pullman, WA 99164-5500

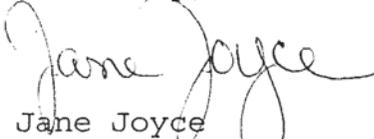
Re: Agreement for Public Transportation

Dear Ms. Johnson:

Enclosed is an executed copy of an agreement for providing public transportation services to WSU staff, faculty, and retirees for the 2012-2013 school year. Also enclosed is a copy of the City of Pullman's Resolution No. R-50-12 authorizing the agreement.

If you should have any questions, please feel free to contact me.

Sincerely,

  
Jane Joyce  
Deputy City Clerk

Enclosure: as stated

RESOLUTION NO. R- 50 -12

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF PROVIDING PUBLIC TRANSPORTATION SERVICES TO STAFF, STUDENTS, FACULTY AND RETIREES FOR THE 2012-2013 SCHOOL YEAR.

WHEREAS, the City Council for the city of Pullman has before it an Agreement which is attached hereto and marked as Exhibit "A"; and,

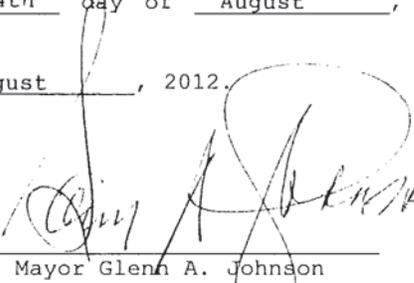
WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that the Mayor and finance director are hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

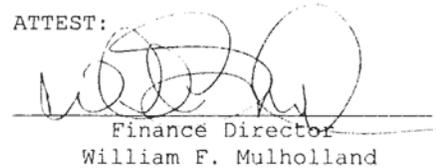
ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 14th day of August, 2012.

DATED this 15th day of August, 2012.



\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:



\_\_\_\_\_  
Finance Director  
William F. Mulholland

Approved as to Form:



\_\_\_\_\_  
City Attorney Laura D. McAlone

**FILED**  
AUG 15 2012  
CITY CLERK'S OFFICE  
PULLMAN WASHINGTON

**2012-2013 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM**

**THIS AGREEMENT (the "Agreement")** is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter "CITY"), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter "WSU").

RECITALS

WHEREAS, pursuant to the provisions of R.C.W. 39.33.050 CITY has developed and operates a public mass transportation system, and, therefore, has the authority to contract with any other municipal corporation or political subdivision of the state for public mass transportation services; and,

WHEREAS, WSU desires to relieve vehicular traffic congestion and adverse impacts on the traffic facilities on the Pullman campus of WSU caused by the high usage of vehicles to, from, and on the campus of WSU traveling within the CITY; and

WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public mass transportation system operated by the city of Pullman to travel to, from, and on the campus of WSU.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Pullman Transit means the public mass transportation system operated by CITY consisting of a Fixed-Route Service component and a Dial-A-Ride Service component.
- 1.2 Dial-A-Ride Service means the demand/response service component of Pullman Transit, which responds to requests from senior and disabled persons for transportation services within CITY and does not operate on a fixed route.
- 1.3 Fixed-Route Service means the service component of Pullman Transit which operates on fixed routes.
- 1.4 Eligible Riders means faculty, staff, students, and members of other activities based on the WSU campus who present a valid WSU Identification Card to the driver of the transit vehicle.
- 1.5 Schedules mean those schedules established by CITY for fixed-route service.
- 1.6 Valid WSU Identification Card means any one of the cards issued by Washington State University, as shown in Appendix "B". Issuance of these cards is at the sole discretion of WSU.
- 1.7 Supplemental Service means fixed route bus service Pullman Transit adds during peak ridership times when demand is greatest.
- 1.8 Enhanced Service means fixed route and Dial-A-Ride service after 12:30 am on Friday and after 12:00 midnight on Saturday nights, and includes Late Night Service.
- 1.9 Game Day Service means additional fixed route service added on home football games days.
- 1.10 Reduced Saturday service means fixed route bus service offered during WSU's Thanksgiving, Winter, and Spring vacations, and Summer session.
- 1.11 Additional Service means any fixed route or Dial-A-Ride service offered by Pullman Transit that is outside of its normal work day and/or as described in this agreement.

- 1.12 Security Personnel or Security Person means employee(s) hired by CITY to assist in keeping order on the Late Night buses on Friday and Saturday nights.

## SECTION 2: USE OF PULLMAN TRANSIT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding, while riding, or exiting from a Pullman Transit bus by displaying to the transit bus driver a valid WSU identification card.
- 2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service of Pullman Transit at any time it operates on a space-available basis as determined by representatives of CITY without the payment of any fare upon boarding, while riding, or exiting from a Dial-A-Ride vehicle by displaying to the driver thereof a valid WSU identification card.
- 2.3 Refusal of Use. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

### SECTION 3: PULLMAN TRANSIT SERVICE LEVELS

- 3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit, subject to the provisions of Section 3.4 herein.
- 3.2 Service Levels—Fixed Route, Supplemental, and Dial-A-Ride Service. Subject to the provisions in Section 3.4 herein, at the time of executing this Agreement, CITY operates the Fixed-Route Service of Pullman Transit on the fixed routes and schedules for the 2012-2013 academic year as described in Appendix “A” for the A, I, J, E, LOOP, Express, PM North/South, and Saturday North/South Fixed Route Service, Move-In Shuttle, Home Football Game Day Service, and as-needed Supplemental Service Monday through Friday; and the Dial-A-Ride Service from 6:30 AM to 12:30 AM Monday through Friday, and on Saturdays, when Fixed Route Service is offered, from 9:15 AM to 12:00 midnight.
- 3.3 Service Level—Express Fixed Route Service. For the periods when classes and examinations are regularly scheduled on the Pullman campus of WSU from, August 16, 2012 to May 4, 2013 subject to the provisions of paragraph 3.4 herein, CITY will enhance the service level of Pullman Transit as described in Appendix “A” by:
  - 3.3.1 Extending the hours of the Fixed-Route Service Monday through Friday on the Express Route 1 and Express Route 2 so that a transit bus departs from the Colorado St stop and the Thatuna St and Campus St stop, respectively, with two-way routing creating a shuttle service on campus with six buses about every 4 minutes from 7:00 AM to 5:30 PM and with three buses about every 12 minutes from 5:30 PM to 7:10 PM; and with one bus about every 26 minutes from 7:10 PM to 8:48 PM and so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the PM North Route about every 45 minutes from 5:30 PM to 12:30 AM, and the PM South Route, about every 45 minutes from 8:48 PM to 12:30 AM.

- 3.3.2 Providing Saturday Fixed Route Service so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about every 45 minutes from 9:15 AM to 12:00 AM. During WSU's Thanksgiving, Winter, and Spring vacations, the two buses will depart the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about every 45 minutes from 10:30 AM to 6:00 PM.
- 3.3.3 Providing Enhanced Late Night service from 12:30 AM to 3:00 AM on Friday and Saturday nights so that a transit bus departs the Thatuna St and Campus St stop to service the Midnight North Route and the Midnight South Route every 20 minutes on Midnight North and every 30 minutes on Midnight South from 12:30 AM to 3:00 AM on Friday nights and from 12:00 AM to 3:00 AM on Saturday nights.
- 3.3.4 Providing Home Football Game Day service with normal Saturday North/South routes operating from 9:15 AM to 3:00 AM, two Express 2 routes, A route, I and J routes and two Park-and-Ride Shuttles operating from three hours before the game, during the game, and for one and a half hours after each home game.
- 3.4 Reduction in Level of Services. At the sole discretion of CITY, and notwithstanding Section 3.3.2 herein, service may be reduced during periods of reduced demand for such services, such as during Thanksgiving, Winter, and Spring vacations and during Summer sessions at the Pullman campus of WSU.

CITY will not reduce the level of services from those indicated in Sections 3.2, 3.3 and Appendix A herein from August 16, 2012 to December 14, 2012 (Fall Semester) except for those periods described in this section.

The parties will meet, pursuant to Section 5.2 herein, on or before November 9, 2012 to discuss changes in levels of service, if any, for the period of January 7, 2013 to May 4, 2013 (Spring Semester) except for those periods described in this section. Once the level of service is agreed upon, the levels of service shall be effective through the Spring Semester, and CITY will not reduce the level of service during the Spring Semester.

If the Parties are unable to agree on the level of service, either party may terminate this Agreement as provided under Section 6.2 herein.

SECTION 4: FEES FOR USE OF SERVICE

4.1 Payment for Service. WSU agrees to compensate CITY as follows for Eligible Riders to ride the Fixed Route, Supplemental, Enhanced and Dial-A-Ride Services as described in 3.2, 3.3 and Appendix A herein, during the 2012-2013 academic year and during the summer of 2013, August 16, 2012 to August 15, 2013. Unless the level of service is reduced pursuant to Section 3.4 herein (in which case, the rates below will be adjusted accordingly), CITY will bill WSU on or before the 10<sup>th</sup> day of the month following each of the months listed below and WSU will pay CITY on or before the 25<sup>th</sup> day of the month following each of the months listed below, the following fees:

Month	Fee	% of Total
August 2012	172,364.30	10%
September 2012	172,364.30	10%
October 2012	172,364.30	10%
November 2012	172,364.30	10%
December 2012	172,364.30	10%
January 2013	172,364.30	10%
February 2013	172,364.30	10%
March 2013	172,364.30	10%
April 2013	172,364.30	10%
May 2013	172,364.30	10%
Total Fee	\$1,723,643.00	100%

- 4.2 Fee for Additional Fixed-Route Service. Any additional service that is not listed in Appendix A is subject to Pullman City Council approval. Other minimal service additions that do not require additional staffing or substantial restructuring of service hours are subject to approval by the Transit Manager.

WSU agrees to pay CITY the fee of \$80.69 per hour per bus for additional requested service that falls within Pullman Transit's published scheduled service period. WSU agrees to pay CITY the fee of \$115.66 per hour per bus for additional requested service that falls outside Pullman Transit's published scheduled service period.

CITY will calculate the amount of the additional service provided for each month during the 2012-2013 school year (August 16, 2012 to May 4, 2013). CITY will bill WSU for the additional service monthly as described in Section 4.1 herein.

- 4.3 Fee for Security Personnel on Late Night buses. To assist CITY bus drivers in maintaining the safety of Eligible Riders and keeping order on the Friday and Saturday Late Night buses, CITY will hire Security Personnel, who will report to CITY via Pullman Transit personnel. One Security Person will be assigned to each CITY bus from 11:00 pm until the end of the night at 3:00 am.

WSU agrees to pay CITY the fee of \$13.99 per hour per security person for such Security Personnel. CITY will bill WSU and WSU will pay for the security services monthly as described in Section 4.1 herein.

## SECTION 5: COMMUNICATIONS

- 5.1 Reports. On or before the 10<sup>th</sup> calendar day of each month following any month or portion thereof that Fixed-Route and Dial-A-Ride Service is provided to Eligible Riders pursuant to this Agreement, CITY will provide WSU with a written report for that month or portion thereof showing the ridership numbers of each Fixed Route and Dial-A-Ride. This report will also include the number of Supplemental Service hours used during the month.

5.2 Parties Agree to Meet. The parties shall meet regularly to monitor service and service levels and shall review service level changes as provided in Section 3.4 herein.

The Parties shall meet (1) on or before the 9<sup>th</sup> day of November 2012 to consider service levels as provided under Section 3.4 herein; and (2) if this Agreement is then in effect, once in the month of March 2013 to review performance of this Agreement; and, (3) at other times as called by the lead member of either party. The Transit Manager will be the lead for the City, and the Director of Parking and Transportation will be the lead for WSU.

5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by mail, return receipt requested, to the addressees as follows:

TO CITY:

Transit Manager  
City of Pullman  
775 NW Guy Street  
Pullman, WA 99163

TO WSU:

Director, Parking & Transportation  
P.O. Box 645500  
Washington State University  
Pullman, WA 99164-5500

#### SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement.

6.2 Term. The Term of this Agreement shall be for a period commencing August 16, 2012 and ending August 15, 2013 (the "Term") unless either party delivers written notice to the other party prior to the last business day observed by CITY in November of 2012 stating that the delivering party is terminating this

Agreement effective as of midnight on December 31, 2012. In the event of such termination, all outstanding fees owed to CITY by WSU must be paid by January 31, 2013.

- 6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving fifteen (15) calendar days notice of default to the other party, and the non-breaching party's election to terminate the Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-breaching party prior to expiration of the fifteen (15) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU must be paid within thirty (30) days of termination of this Agreement.

#### SECTION 7: MISCELLANEOUS

- 7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire and integrated Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.
- 7.2 Additional Funding. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Parking and Transportation Services of the receipt of additional funds and advise her of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.
- 7.3 Nondiscrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies.

- 7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.
- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.
- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.
- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
- 7.10 Successors. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the parties.
- 7.11 Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal

or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

**CITY OF PULLMAN**

Approved by:

Mayor

Date: \_\_\_\_\_

Approved as to form:

City Attorney

Date: August 15, 2012

Attest:

City Finance Director

Date: 8/15/12

**WASHINGTON STATE UNIVERSITY**

Recommended by:

Director, Parking and Transportation

Date: 080712

Approved by:

Vice President for Business and Finance

Date: 8/07/2012

Approved as to Form:

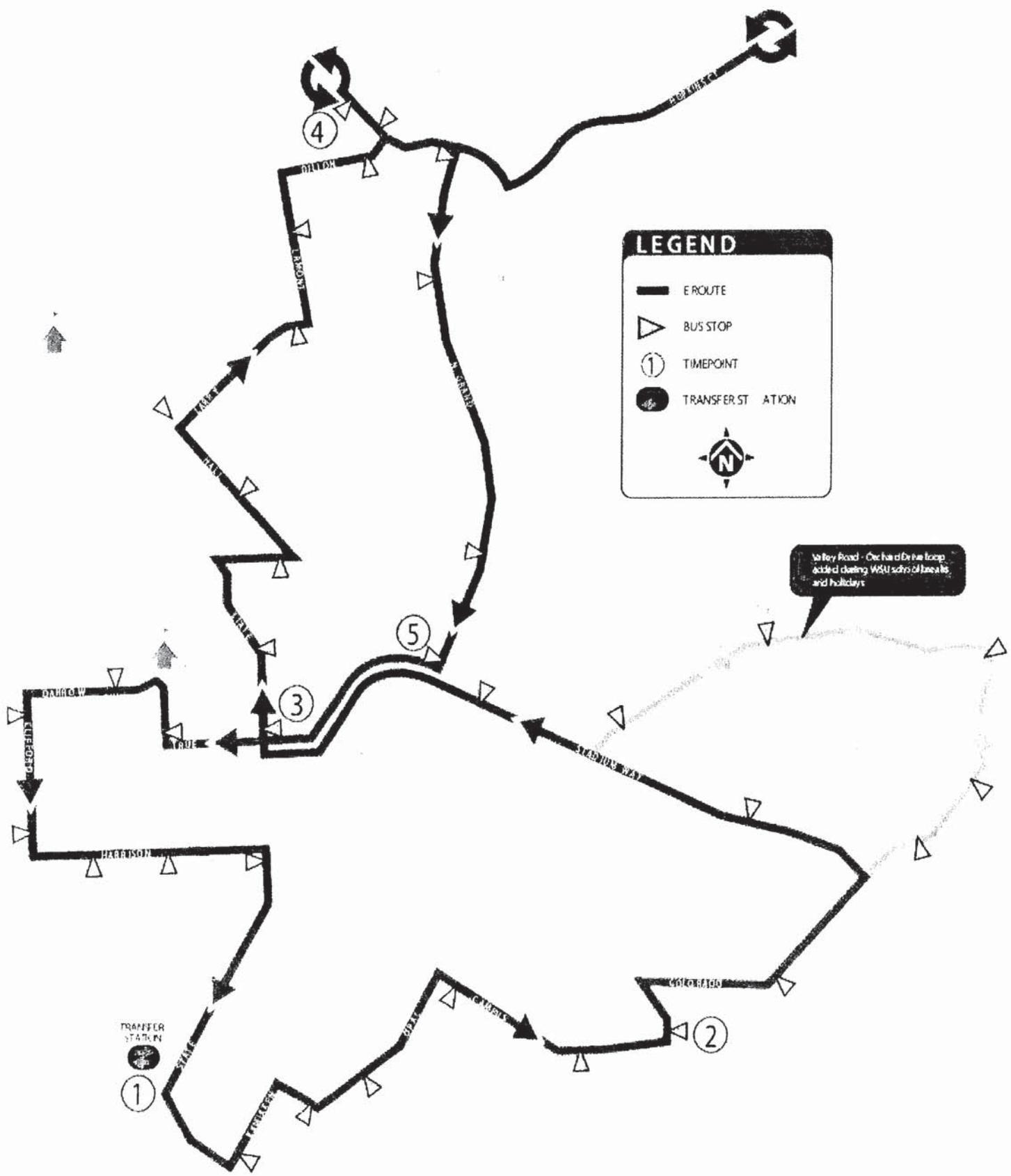
Assistant Attorney General

Date: 8/7/12



# E - Route

(27)



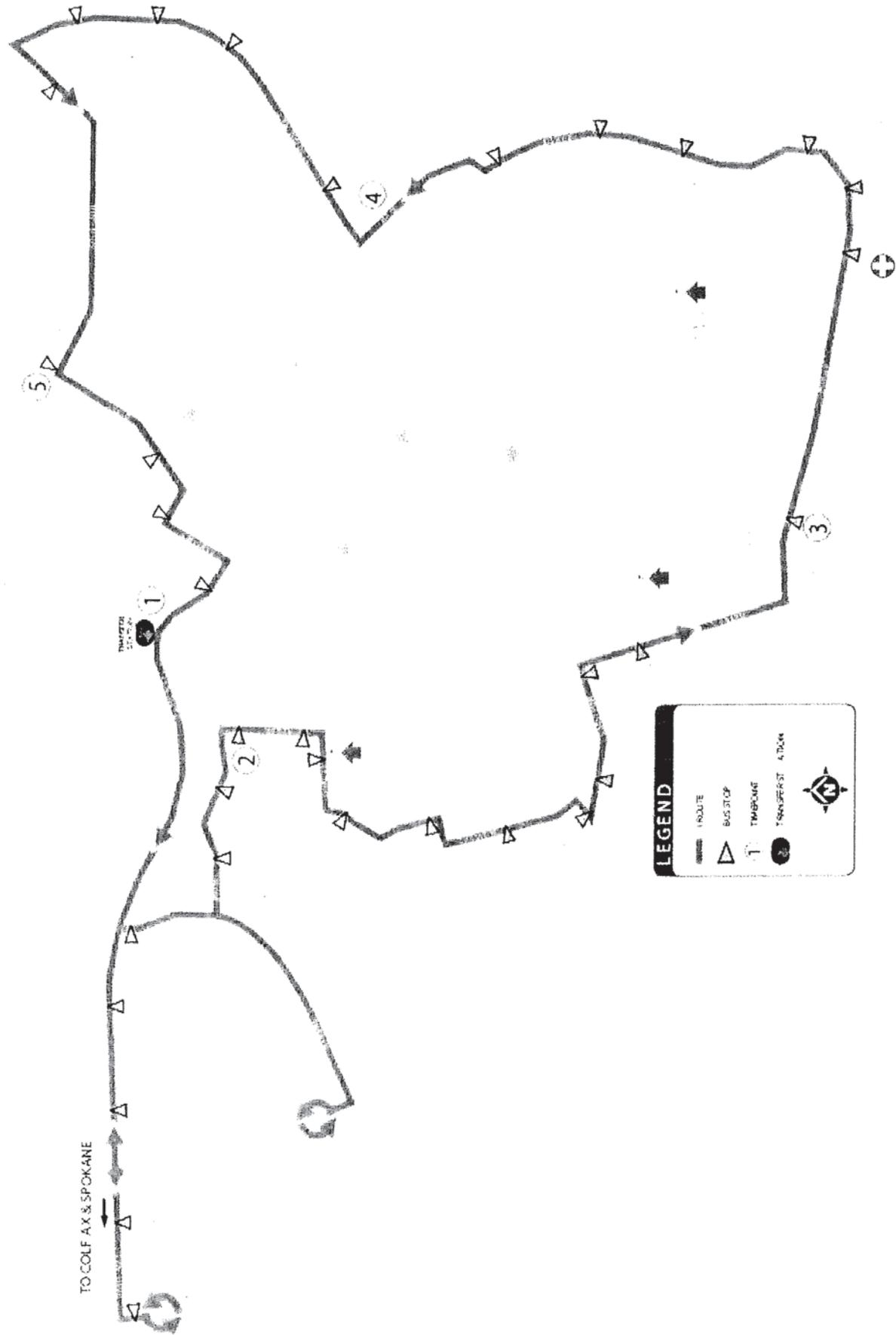
**LEGEND**

- E ROUTE
- ▽ BUS STOP
- ① TIMEPOINT
- ⊙ TRANSFER STATION

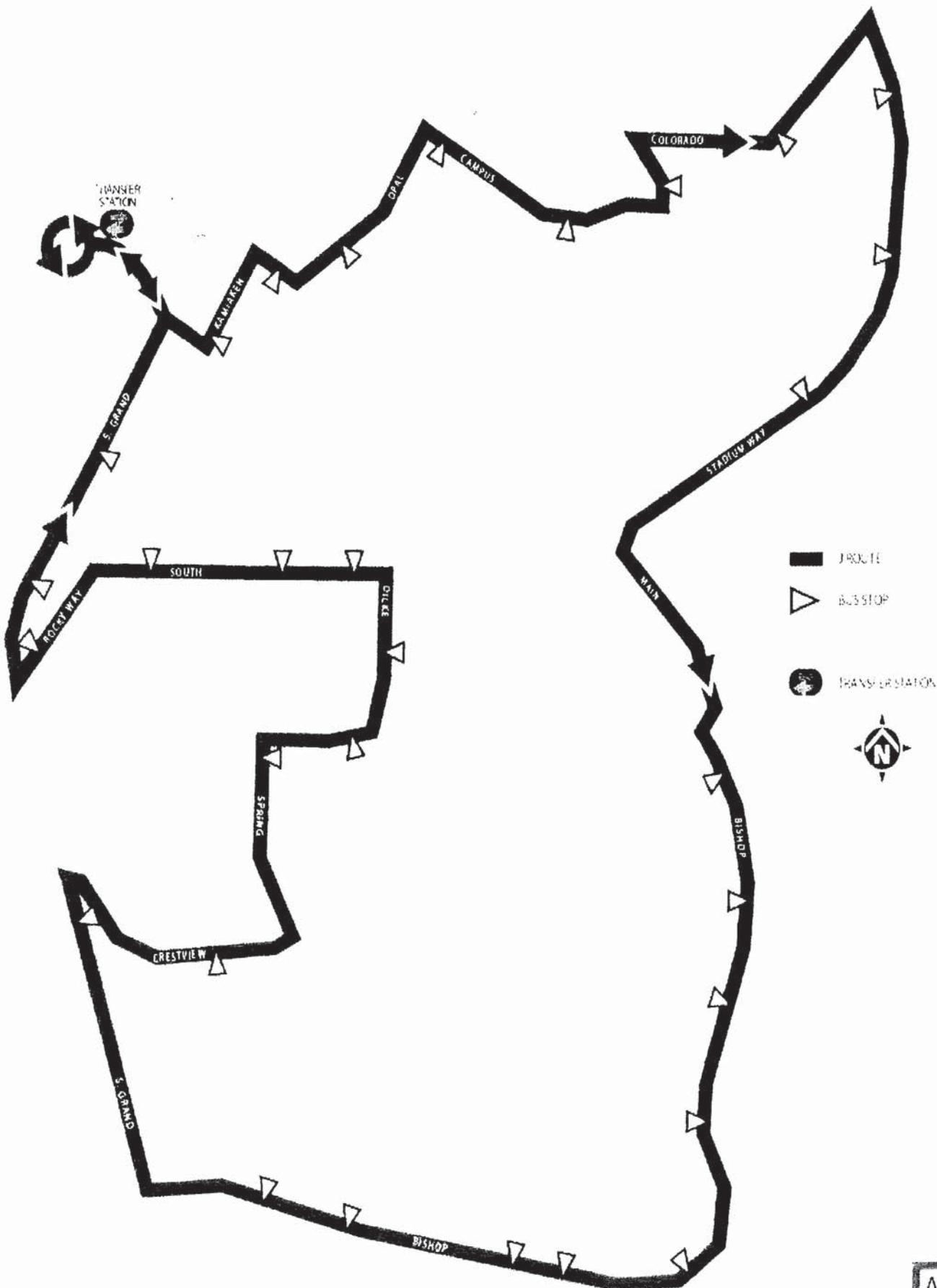


Valley Road - Check for extra loop added during WASHU school breaks and holidays

# I route



# J route



- ROUTE
- BUS STOP
- TRANSFER STATION



# Loop Route

## LEGEND

- ▽ 100 ft
- ▽ 200 ft
- 1 300 ft
- 2 400 ft



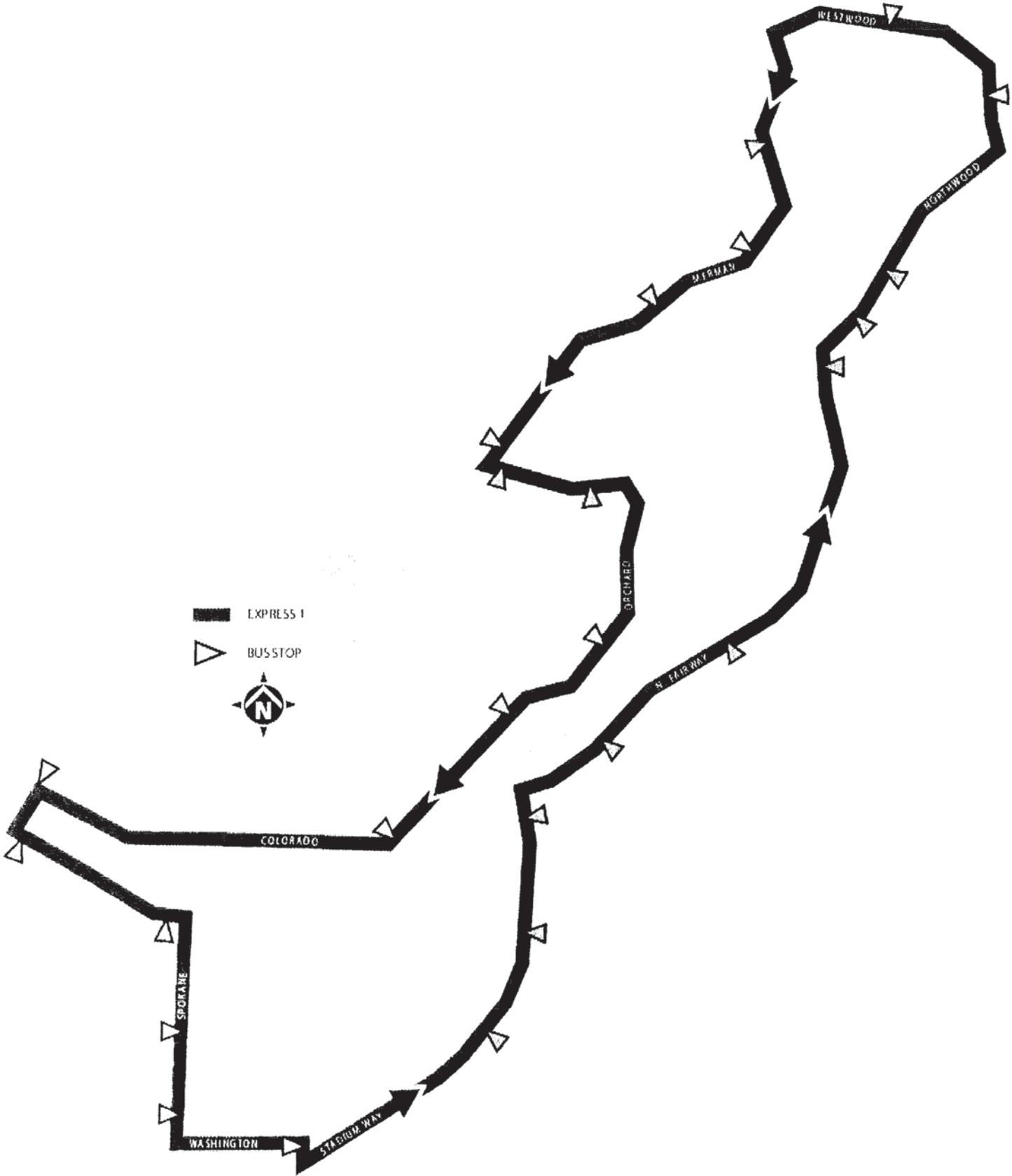
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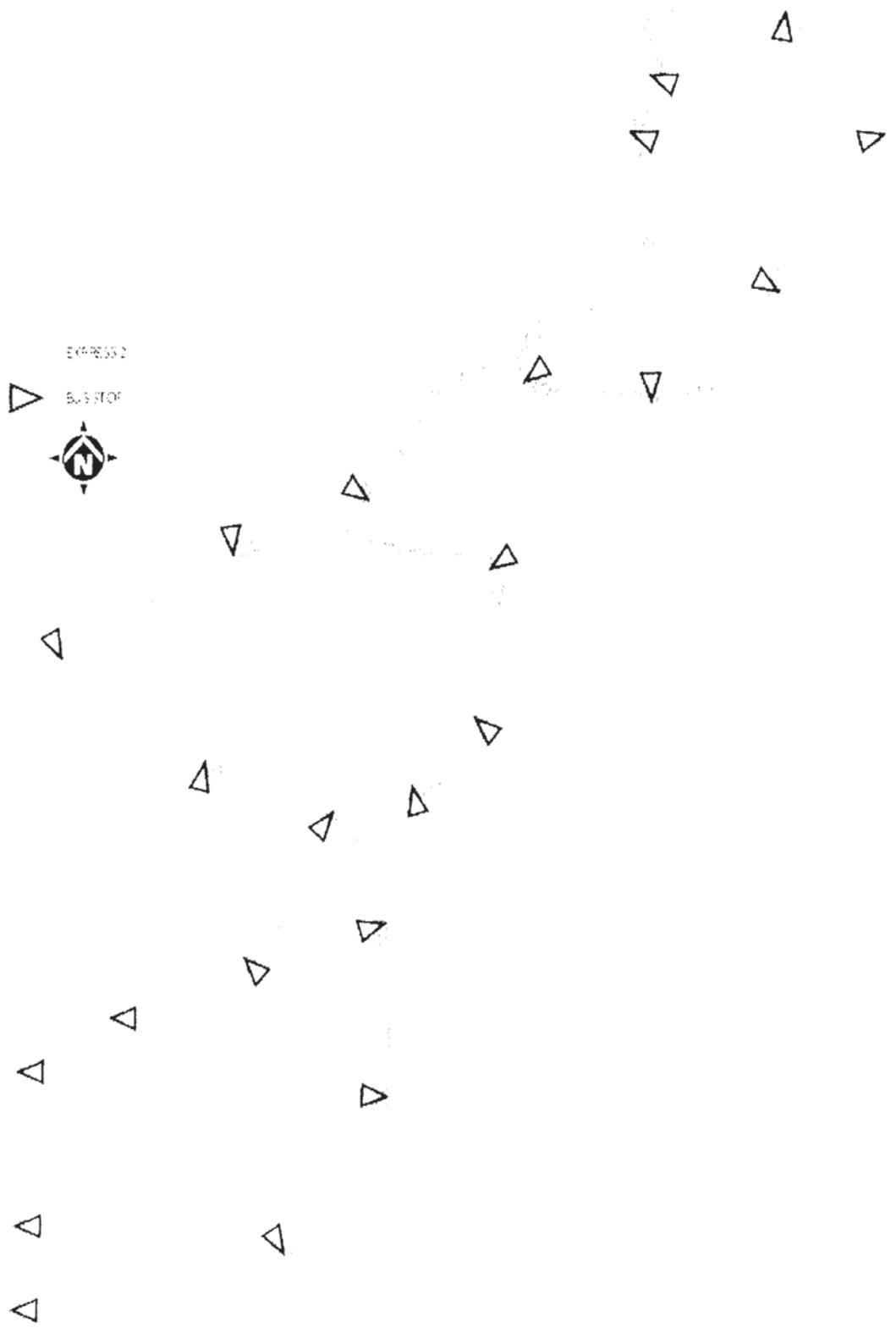
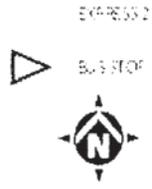
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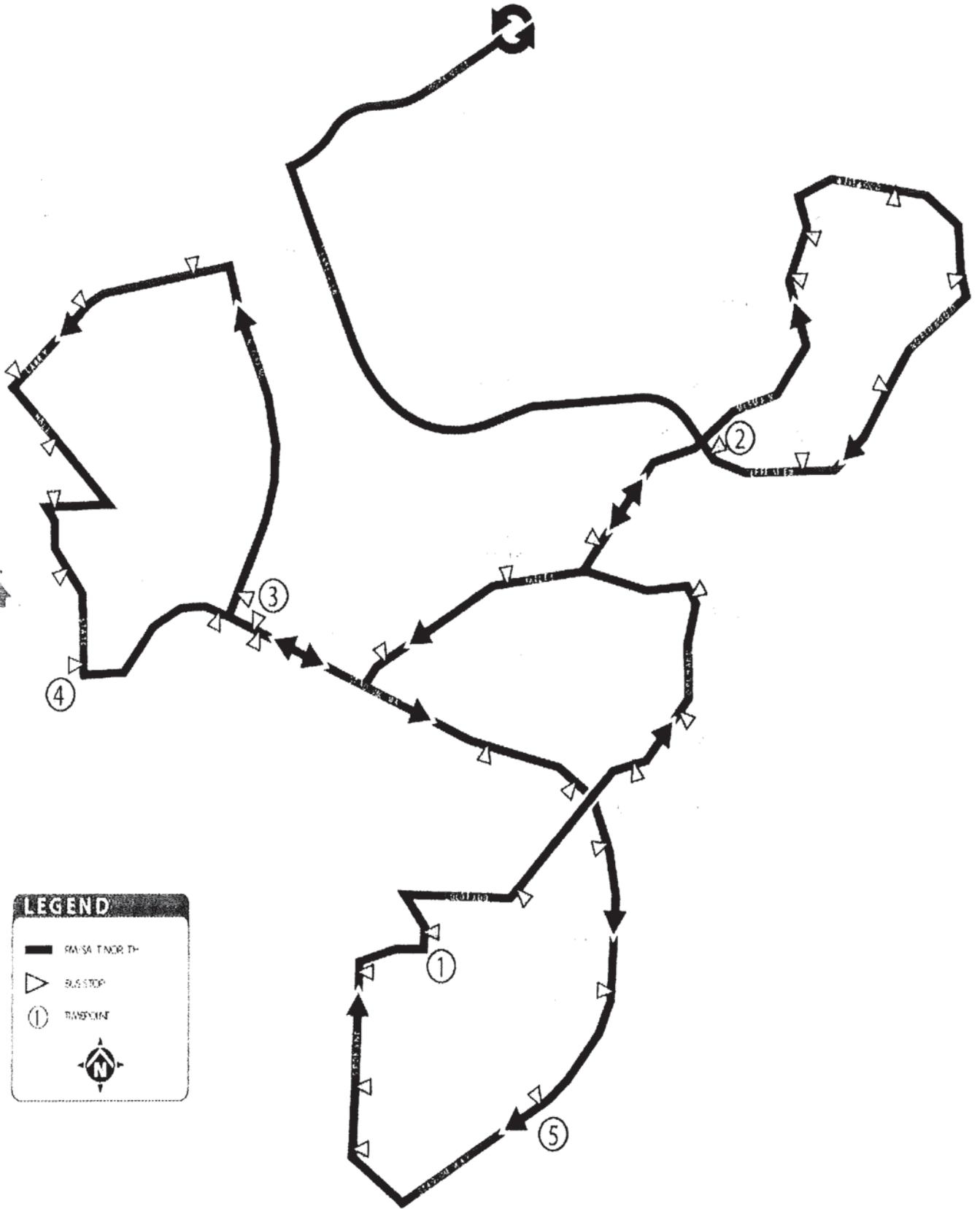
2

4

# EXPRESS 1







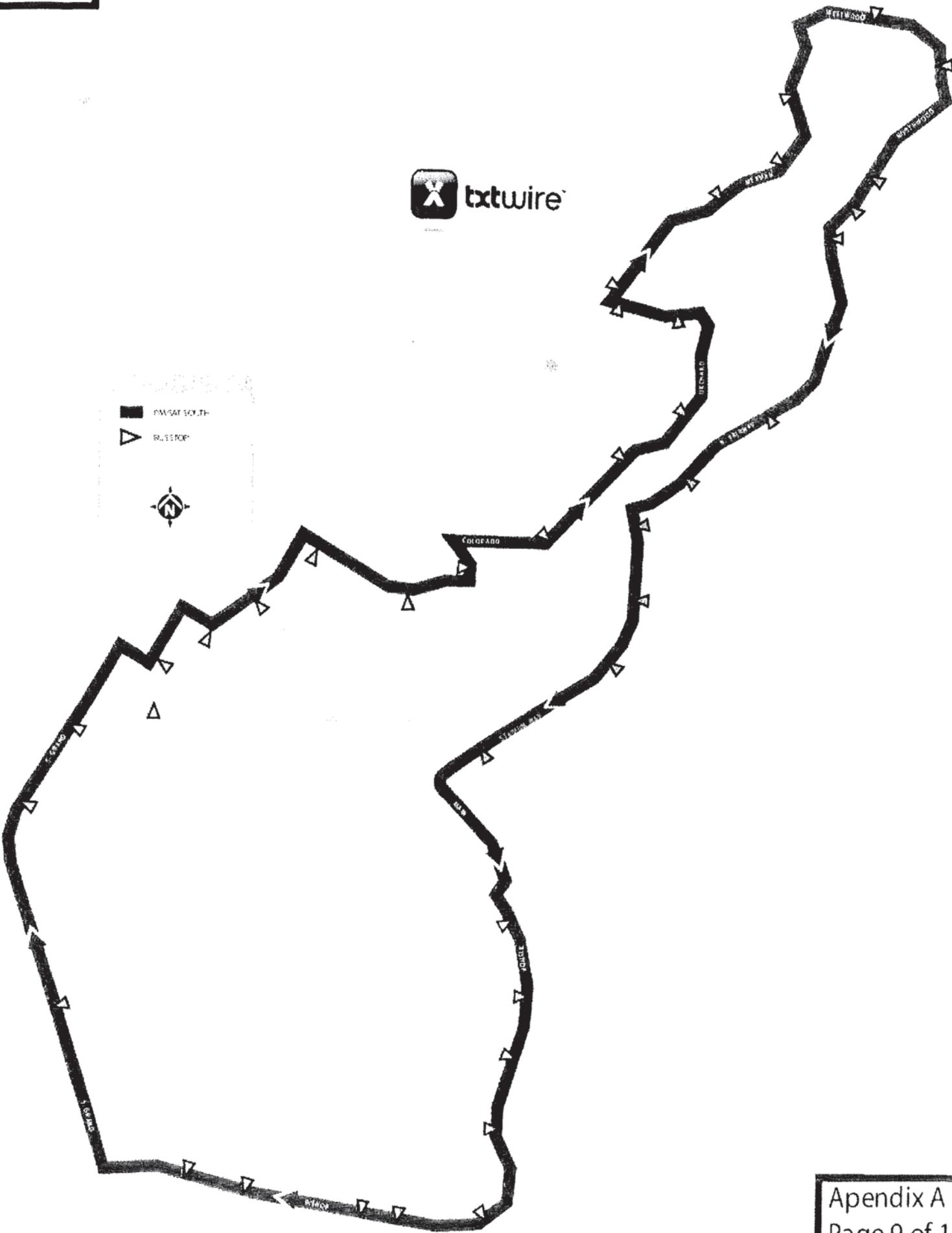
**LEGEND**

- RAISA T NORTH
- ▽ BUS STOP
- ① TRANSFER



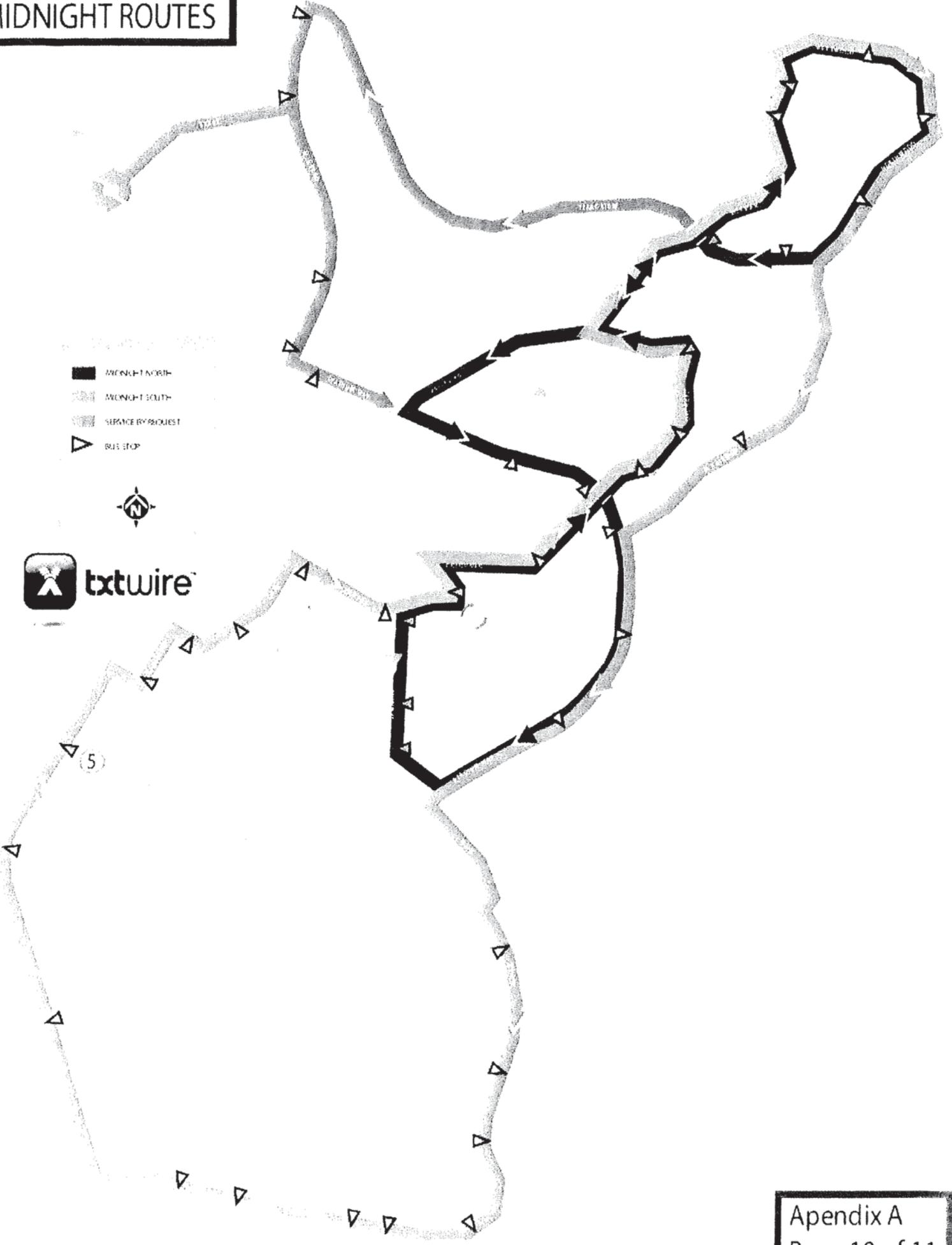


- PWSAT SOUTH
- ▽ RECEIVER

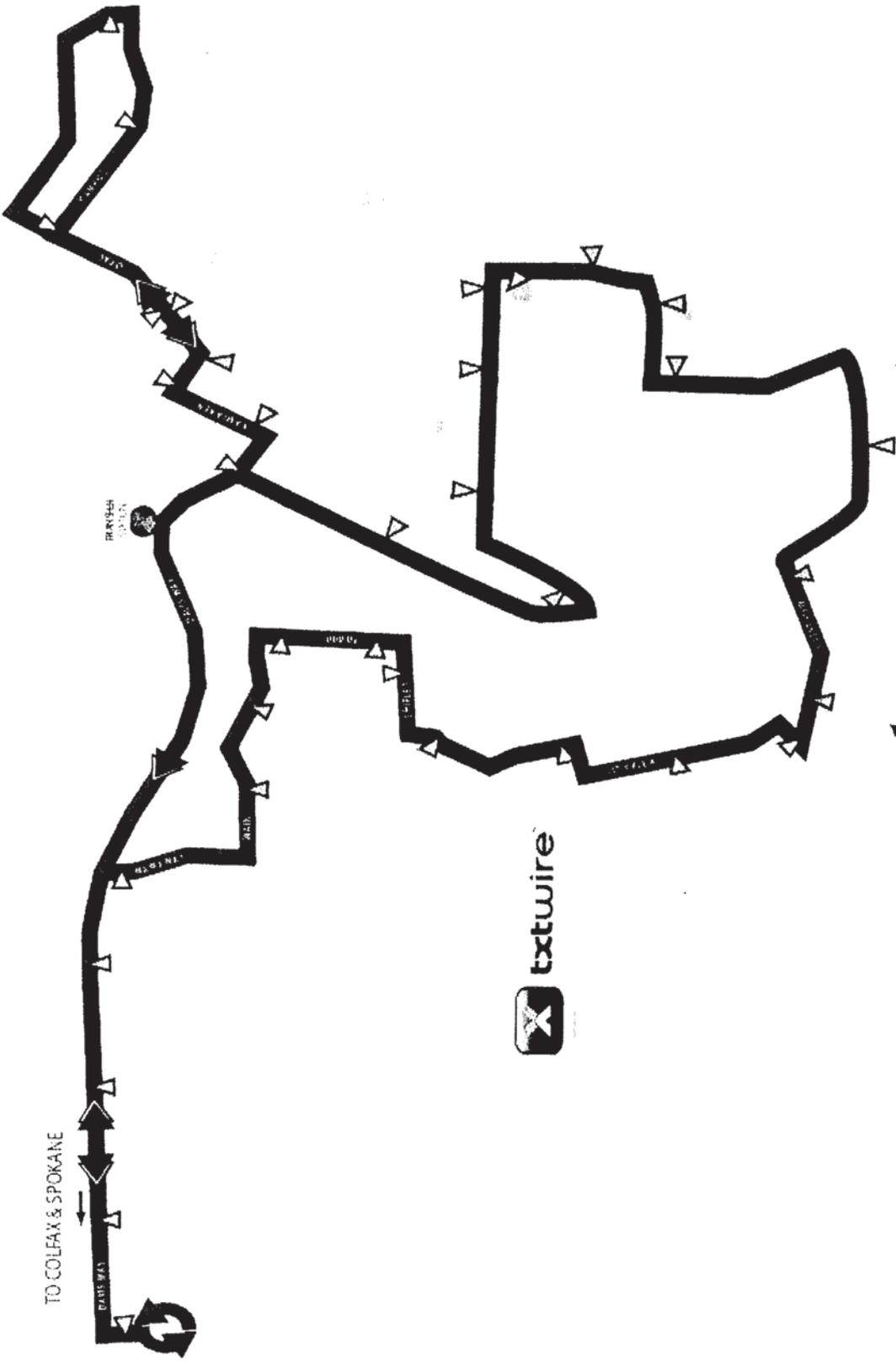


# MIDNIGHT ROUTES

-  MIDNIGHT NORTH
-  MIDNIGHT SOUTH
-  SERVICE BY REQUEST
-  BUS STOP



# H route

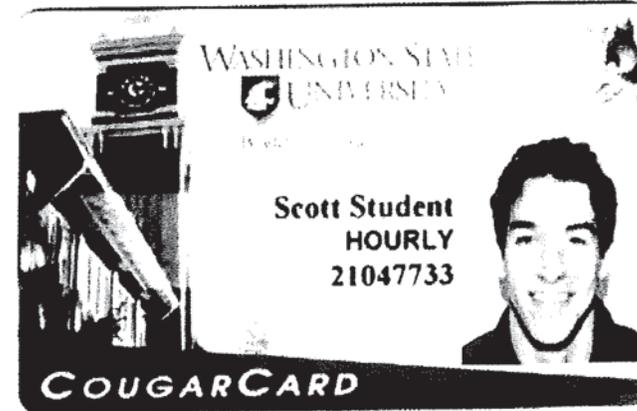
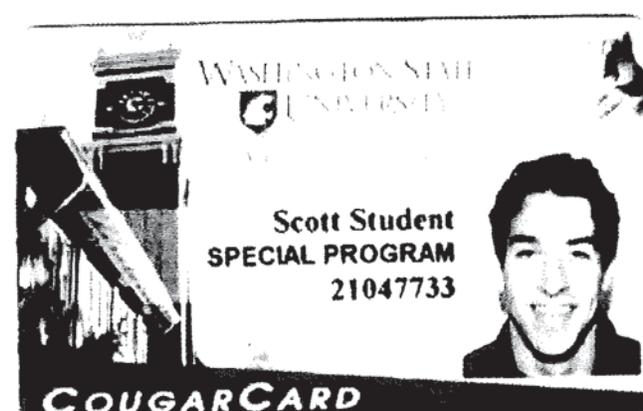
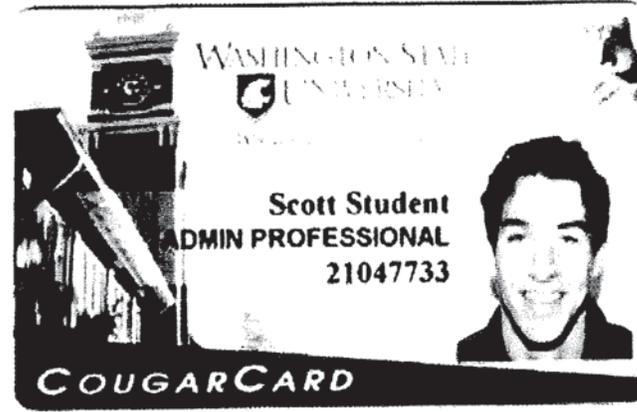
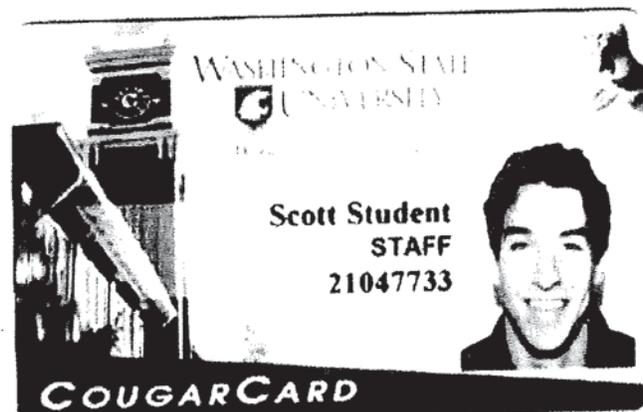
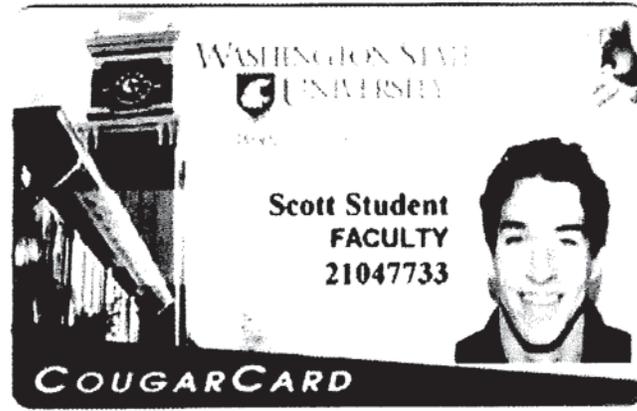
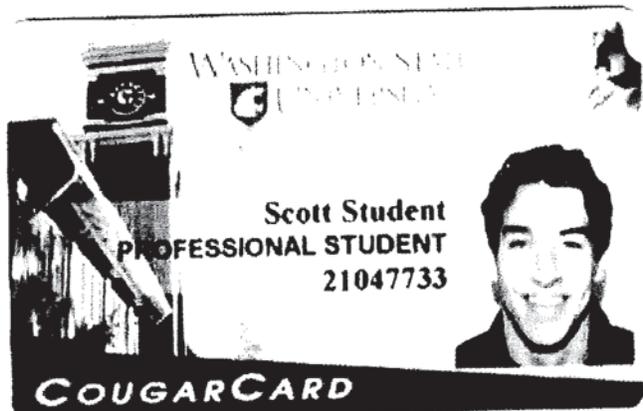
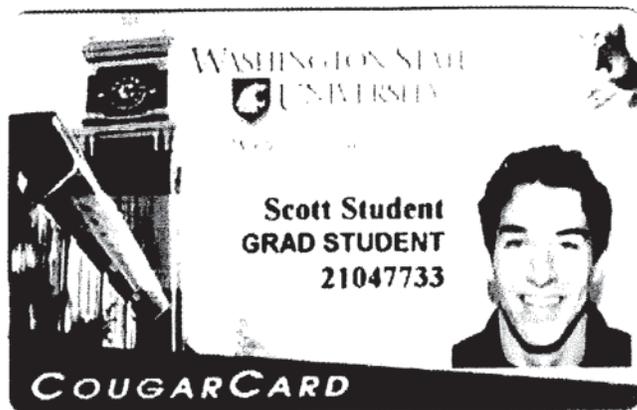


Legend:

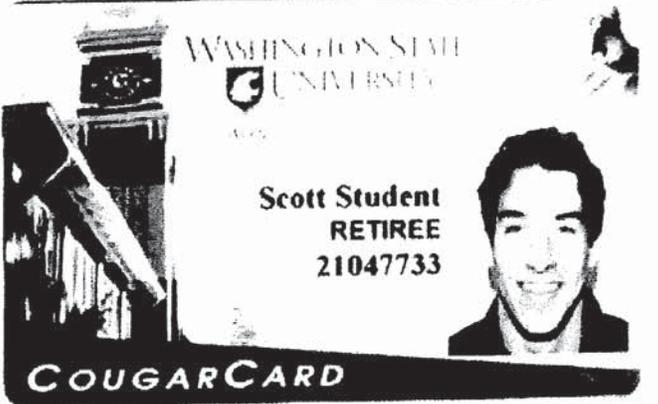
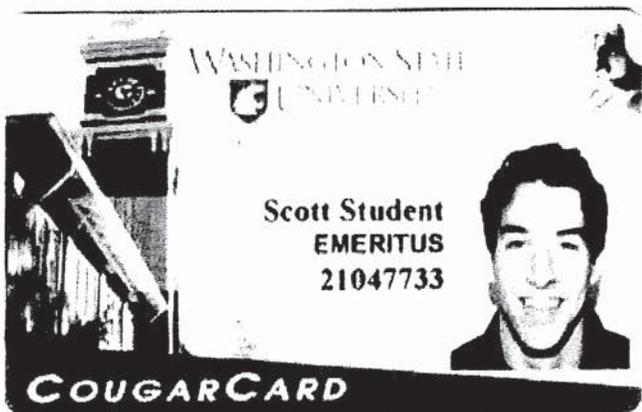
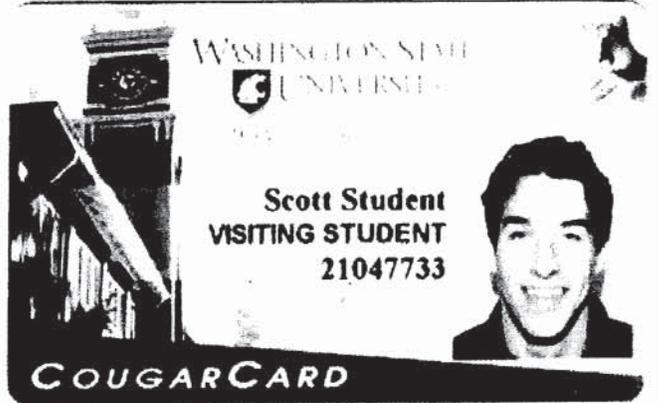
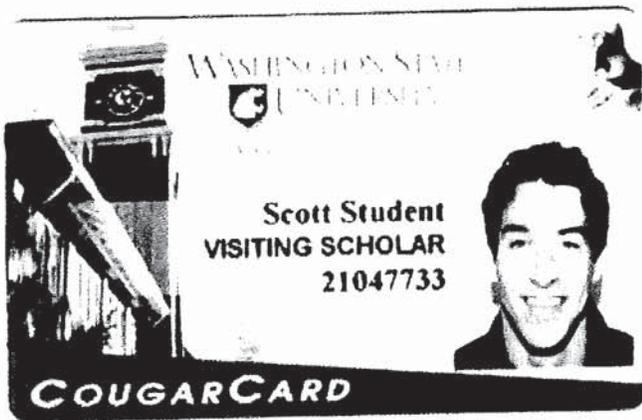
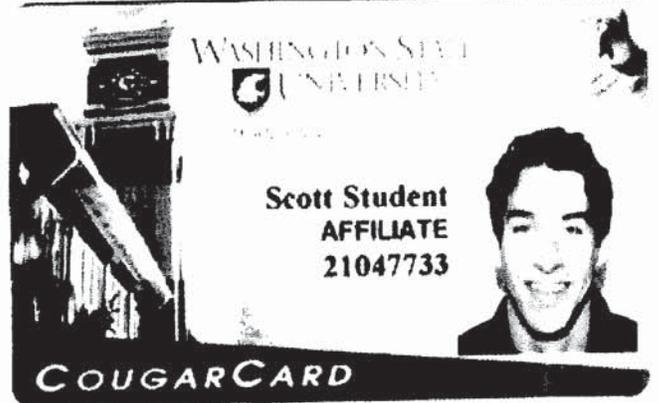
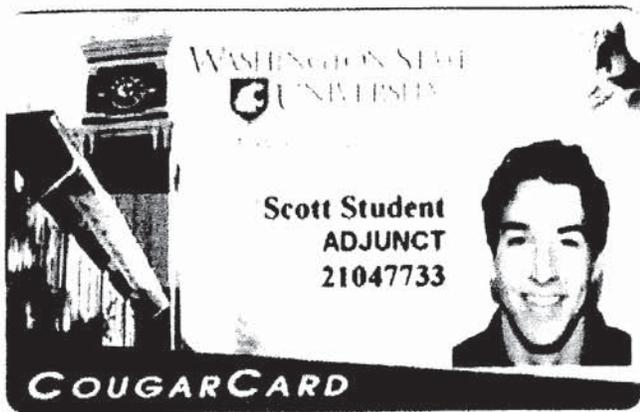
- ▲ (Triangle) PROFILE
- ▲ (Triangle) BUSSTOP
- (Circle) TRANSFER STATION



The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



The following older versions of WSU ID Cards are valid for boarding a Pullman Transit bus or van. This includes all the classifications of card holders that are shown on pages 1 and 2 in Appendix "B".



The following WSU Rider Card is valid for boarding a Pullman Transit bus or van.



The following WSU ID Card is NOT valid for boarding a Pullman Transit bus or van.

