

RESOLUTION NO. R-31-23

A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE 2023-2024 SCHOOL YEAR.

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, it appears mutually advantageous to the 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 Pullman Transit 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 on Pullman Transit; and

WHEREAS, the City and WSU have negotiated a Universal Transit Access Pass ("U-TAP") Program Agreement to provide a U-TAP compensation calculation for the purpose of encouraging WSU student, faculty and staff use of Pullman Transit's public transportation system; and

WHEREAS, the City Council for the city of Pullman has before it an agreement entitled Universal Transit Access Pass Program Agreement which is attached hereto as Exhibit "A"; and



WHEREAS, the City Council believes it is in the best interests of the City to authorize the execution of said agreement; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the city of Pullman that the Universal Transit Access Pass Program Agreement is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute this agreement in substantially the form attached as Exhibit "A", and to deliver an executed original thereof to Washington State University.

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 agreement authorized thereby.

ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 11th day of July 2023.

DATED this 12th day of July 2023.



Mayor Glenn A. Johnson

ATTEST:

City Clerk Dee Stiles-Elliott

Approved as to Form:

City Attorney Thad O'Sullivan

FILED

JUN 11 2023

CITY CLERK'S OFFICE
PULLMAN WASHINGTON

UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT*Effective August 1, 2023 through July 31, 2024*

THIS UNIVERSAL TRANSIT ACCESS PASS (U-TAP) PROGRAM AGREEMENT is between WASHINGTON STATE UNIVERSITY, an institution of higher education and agency of the State of Washington (hereinafter referred to "WSU") and the CITY OF PULLMAN, a municipal corporation of the State of Washington and provider of public transportation services, (hereinafter referred to as "PULLMAN TRANSIT"). WSU and Pullman Transit may be collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, the Parties share the desire to reduce single occupant vehicle (hereinafter referred to as "SOV") commute trips and improve the mobility of WSU students and employees to and from the WSU Pullman campus and other local businesses and services located in Pullman, Washington; and

WHEREAS, WSU desires to continue the Student Transit Program by providing transit service to students and employees which is funded by the Student Transit Fee (STF) and a portion of Services & Activities (S&A) fees.

The Parties agree as follows:

1. **ACADEMIC CALENDAR.** For purposes of this Agreement, "2023/24 Academic Calendar" shall be defined as the Fall 2023 Semester and the Spring 2024 Semester.
2. **RESPONSIBILITIES.**
 - A. **WSU's Responsibilities.**
 - 1) **Eligible Recipients.** For purposes of this Agreement "Eligible Recipient(s)" shall be defined as:
 - a. any full time or part time WSU enrolled student for any portion of the 2023/24 Academic Calendar that has paid the Student Transit Fee (STF) and Services and Activities (S&A) Fee; and
 - b. any WSU employee for any portion of the 2023/24 Academic Calendar; and
 - c. any WSU retiree.

Eligible Recipients will present a valid WSU Cougar Card upon boarding PULLMAN TRANSIT vehicles.
 - B. **Pullman Transit's Responsibilities.**
 - 1) **2023/24 Academic Calendar Services.** As of the Effective Date of this Agreement, PULLMAN TRANSIT will allow all Eligible Recipients to ride PULLMAN TRANSIT fixed route service buses and qualified Eligible Recipients to ride ADA compatible Dial-a-Ride service vans (hereinafter referred to as "Service" or "Services") upon presentation of the Cougar Card to the operator of the public transportation vehicle in exchange for the consideration from WSU as set forth in Section 4 herein. A qualified Eligible Recipient for ADA Dial-A-Ride Service includes customers who are at least 65 years of age or those who are unable to access PULLMAN TRANSIT fixed route Service due to a documented disability and successfully apply for Dial-A-Ride Services through PULLMAN TRANSIT.
 - 2) **Service Not Guaranteed.** The Service provided by PULLMAN TRANSIT is that service being provided to the public as determined by City of Pullman in the normal course of operations. Service is subject to weather, mechanical interruptions, full vehicles, passenger conduct, and other causes determined in the sole discretion of PULLMAN TRANSIT.
3. **AGREEMENT TERM.** The Agreement shall be effective as of August 1, 2023. The Services provided pursuant to this Agreement shall terminate on July 31, 2024.

4. FEES, INVOICES AND PAYMENT.

- A. 2023/24 Academic Calendar Student Transit Program Funding. PULLMAN TRANSIT shall receive a U-TAP fee from WSU as compensation for the services provided hereunder. The U-TAP fee is calculated based on the estimated student enrollment for the 2023/24 Academic Calendar that pay the STF. Additionally, 100% of the Services and Activities (S&A) Fee that is allocated annually towards the Student Transit Program and a contribution from WSU Transportation Services will also be applied towards the U-TAP fee:

1. 2023/24 Student Transit Fee Estimate:

- Fall 2023 Estimated Full-Time Enrollment = 15,906
- Fall 2023 Estimated Part-Time Enrollment = 850
- Spring 2024 Estimated Full-Time Enrollment = 14,331
- Spring 2024 Estimated Part-Time Enrollment = 973
- 2023/24 Full-Time STF = \$36.08/semester/student
- 2023/24 Part-Time STF = \$18.64/semester/student
- Fall 2023 Estimated STF Revenue:
- $(15,906 \times \$36.08) + (850 \times \$18.64) = \$589,732$
- Spring 2024 Estimated STF Revenue:
- $(14,331 \times \$36.08) + (973 \times \$18.64) = \$535,199$
- Subtotal STF Estimated Revenue = \$1,124,931
- STF uncollectable contingency is .03% = (\$33,748)
- 2023/24 Total STF Estimated Revenue =
- $\$589,732 + \$535,199 - \$33,748 = \$1,091,183$

2. 2023/24 S&A Allocation = \$490,172

3. 2023/24 Transportation Services Contribution = \$100,000

4. **Total 2023/24 Academic Calendar Revenue = \$1,681,355**

- B. Invoices and Payments. PULLMAN TRANSIT shall invoice WSU for the cost of the 2023/24 Academic Calendar Compensation as per the schedule below. Payments shall be remitted to PULLMAN TRANSIT within thirty (30) days upon receipt of the invoice.

Month	Fee
August 2023	\$168,135.50
September 2023	\$168,135.50
October 2023	\$168,135.50
November 2023	\$168,135.50
December 2023	\$168,135.50
January 2024	\$168,135.50
February 2024	\$168,135.50
March 2024	\$168,135.50
April 2024	\$168,135.50
May 2024	\$168,135.50
Total Fee	\$1,681,355.00

- C. Fee for Additional Service. WSU agrees to pay CITY the fee of \$93.27 per hour per bus for additional requested service. CITY will add the cost of additional service to the fees described in Paragraph 5.A and 5.B.

- D. Late Payment Penalty. Any late payment shall be subject to penalty accruing at the maximum rate allowable by state law for each month the payment remains due.

5. COMMUNICATIONS AND DESIGNATED REPRESENTATIVES.

- A. Any changes, modifications, amendments, or extensions, to this Agreement shall be made in writing and directed to the following:

For Pullman Transit:

Pullman Transit
Wayne Thompson
Manager, Pullman Transit
755 NW Guy Street
Pullman, WA 99163
wayne.thompson@pullmantransit.com

With a copy to: City Clerk, City of Pullman, 190 SE Crestview Street, Building A, Pullman, WA 99163

For WSU:

Washington State University
Chris Boyan
Director, Transportation Services
P.O. Box 64500, 1040 NE Colorado Street
Pullman, WA 99164-5500
boyanc@wsu.edu

With a copy to: Finance & Administration, Contracts; Washington State University, P.O. Box 641045, Pullman, WA 99164-1045.

A Party may change its designated representative by providing written notice to the other Party.

- B. Notices. Any notice required to be given under the terms of this Agreement shall be directed by U.S. Mail to the persons signing this Agreement, with copies via U.S. Mail or via email to the Parties' designated representatives at the addresses listed above, as may be revised from time-to-time. Notice shall be considered issued and effective upon receipt by the addressee.
6. FORCE MAJEURE. In the event that the Parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of either party, then the Parties shall be released from performance under this Agreement. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.
7. INDEPENDENT CONTRACTOR. PULLMAN TRANSIT 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.

8. DISPUTES. PULLMAN TRANSIT 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 determine the resolution of the dispute. The costs of mediation, if any, will be shared equally between the Parties.
9. ANTI-KICKBACK. No officer or employee of PULLMAN TRANSIT, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire any interest in the Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
10. TERMINATION OF AGREEMENT.
 - A. Termination for Funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, PULLMAN TRANSIT may terminate the contract under the "Termination for Convenience" clause, without the ninety-day notice requirement, subject to renegotiation at PULLMAN TRANSIT's discretion under those new funding limitations and conditions.
 - B. Termination for Default. Any party may terminate this Agreement for default in the event the other party fails to perform a material obligation under this Agreement. Termination for default shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other party setting forth the manner in which said party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice, provided, however, such termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the Notice of Termination.
 - C. Termination for Convenience. Any party may terminate this Agreement for convenience by serving a Notice of Termination by certified mail, return receipt requested, on the other party setting forth the effective date of termination, which shall not be less than ninety days (90) calendar days after the date of the Notice of Termination.
 - D. Remedy. The sole remedy for either Party is termination. No other remedy in damages or equity is intended by this Agreement.
11. APPLICABLE LAW, FORUM. This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. In the event that any litigation may be filed between the Parties regarding this Agreement, WSU and PULLMAN TRANSIT agree that personal jurisdiction and venue shall rest in the Superior Court of Whitman County.
12. NONDISCRIMINATION. 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, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
13. AUDIT/RECORDS. PULLMAN TRANSIT shall maintain for a minimum of six (6) years following final payment all records related to its performance of the Agreement. PULLMAN TRANSIT shall provide access to authorized WSU's representatives, including the WSU Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

- 14. HOLD HARMLESS. Each Party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers and its agents. Neither Party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm or corporation not a party to this Agreement.
- 15. MISCELLANEOUS.
 - A. No Third-Party Beneficiaries. This Agreement does not benefit or create any rights in a third party.
 - B. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws and regulations.
 - C. Successors and Assigns. This Agreement shall be binding on the Parties hereto and their successors and assigns. Both Parties, however, agree that they will not assign or delegate the duties to be performed under this Agreement without prior, written approval from the other Party.
 - D. Entire Agreement. This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
 - E. Amendments and Modifications. This Agreement may be amended or modified only by written instrument signed by the Parties hereto.
 - F. Savings Clause. Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state, or local law or regulation, the remaining provisions shall continue in full force and effect. Both Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.
 - G. Severability. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

PULLMAN TRANSIT

Glenn A. Johnson
Mayor

Date

7-12-23

ATTEST:

Dee Stiles Elliott
City Clerk

Date

7/12/2023

WASHINGTON STATE UNIVERSITY

DocuSigned by:

Leslie Brunelli

DBGF7EEF00DB42E

Leslie Brunelli
Executive VP for Finance and Administration

6/30/2023

Date

Recommended by:

DocuSigned by:

Chris Boyan

BA9E11DC9137467

Chris Boyan
Director, Transportation Services

6/30/2023

Date

Approved as to Form:

Adam Malcolm

632B397E63B94BB

Adam Malcolm
Assistant Attorney General

6/30/2023

Date

RESOLUTION NO. R-50-22

A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE 2022-2023 SCHOOL YEAR.

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, it appears mutually advantageous to the 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 Pullman Transit 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 on Pullman Transit; and

WHEREAS, the City and WSU have negotiated a Universal Transit Access Pass ("U-TAP") Program Agreement to provide a U-TAP compensation calculation for the purpose of encouraging WSU student, faculty and staff use of Pullman Transit's public transportation system; and

WHEREAS, the City Council for the city of Pullman has before it an agreement entitled Universal Transit Access Pass Program Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council believes it is in the best interests of the City to authorize the execution of said agreement; now, therefore,

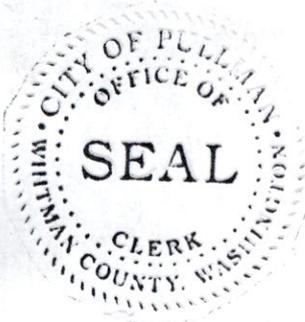
IT IS HEREBY RESOLVED by the City Council of the city of Pullman that the Universal Transit Access Pass Program Agreement is hereby approved.

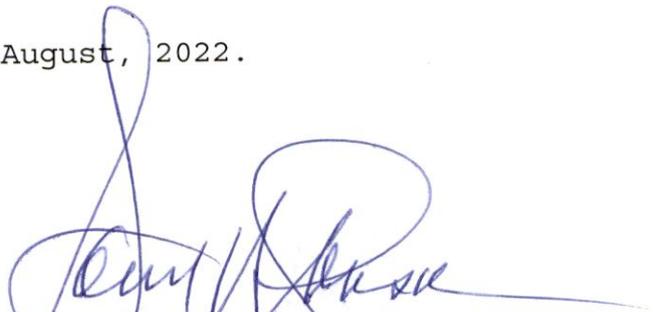
BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute this agreement in substantially the form attached as Exhibit "A", and to deliver an executed original thereof to Washington State University.

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 agreement authorized thereby.

ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 9th day of August, 2022.

DATED this 10th day of August, 2022.





Mayor Glenn A. Johnson

ATTEST:



City Clerk Dee Stiles-Elliott

Approved as to Form:



City Attorney Laura D. McAloon

FILED

AUG 10 2022

**CITY CLERK'S OFFICE
PULLMAN WASHINGTON**

UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT

Effective 08/1/2022 through July 31, 2023

THIS UNIVERSAL TRANSIT ACCESS PASS (U-TAP) PROGRAM AGREEMENT is between WASHINGTON STATE UNIVERSITY, an institution of higher education and agency of the State of Washington (hereinafter referred to "WSU") and the CITY OF PULLMAN, a municipal corporation of the State of Washington and provider of public transportation services, (hereinafter referred to as "PULLMAN TRANSIT"). WSU and Pullman Transit may be collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, the Parties share the desire to reduce single occupant vehicle (hereinafter referred to as "SOV") commute trips and improve the mobility of WSU students and employees to and from the WSU Pullman campus and other local businesses and services located in Pullman, Washington; and

WHEREAS, WSU desires to continue the Student Transit Program by providing transit service to students and employees which is funded by the Student Transit Fee (STF) and a portion of Services & Activities (S&A) fees.

The Parties agree as follows:

1. ACADEMIC CALENDAR. For purposes of this Agreement, "2022/23 Academic Calendar" shall be defined as the Fall 2022 Semester and the Spring 2023 Semester.

2. RESPONSIBILITIES.

A. WSU's Responsibilities.

- 1) Eligible Recipients. For purposes of this Agreement "Eligible Recipient(s)" shall be defined as:
- a. any full time or part time WSU enrolled student for any portion of the 2022/23 Academic Calendar that has paid the STF and S&A fee; and
 - b. any WSU employee for any portion of the 2022/23 Academic Calendar; and
 - c. any WSU retiree.

Eligible Recipients will present a valid WSU Cougar Card upon boarding PULLMAN TRANSIT vehicles.

B. Pullman Transit's Responsibilities.

- 1) 2022/23 Academic Calendar Services. As of the Effective Date of this Agreement, PULLMAN TRANSIT will allow all Eligible Recipients to ride PULLMAN TRANSIT fixed route service buses and qualified Eligible Recipients to ride ADA compatible Dial-a-Ride service vans (hereinafter referred to as "Service" or "Services") upon presentation of the Cougar Card to the operator of the public transportation vehicle in exchange for the consideration from WSU as set forth in Section 5 herein. A qualified Eligible Recipient for ADA Dial-A-Ride Service includes customers who are at least 65 years of age or those who are unable to access PULLMAN TRANSIT fixed route Service due to a documented disability and successfully apply for Dial-A-Ride Services through PULLMAN TRANSIT.

- 2) Service Not Guaranteed. The Service provided by PULLMAN TRANSIT is that service being provided to the public as determined by City of Pullman in the normal course of operations. Service is subject to weather, mechanical interruptions, full vehicles, passenger conduct, and other causes determined in the sole discretion of PULLMAN TRANSIT.

3. AGREEMENT TERM. The Agreement shall be retroactively effective as of August 1, 2022. The Services provided pursuant to this Agreement shall terminate on July 31, 2023.

4. FEES, INVOICES AND PAYMENT.

A. 2022/23 Academic Calendar Compensation. PULLMAN TRANSIT shall receive a U-TAP fee from WSU as compensation for the services provided hereunder. The U-TAP fee is calculated based on the average full-time student enrollment from the 2021/22 Academic Calendar and the 2022/23 Academic Calendar Student Transit Fee. 100% of the Services and Activities (S&A) Fee that is awarded annually towards the Student Transit program will also be allocated to the U-TAP fee:

2021/22 Average Full Time Enrollment = 17,208
2022/23 Student Transit Fee = \$72.16/student
= 2022/23 Student Transit Fee Contribution = **\$1,241,729**
+2022/23 S&A Allocation = **\$538,650**
+2022/23 Transportation Services Contribution = **\$100,000**

Total 2022/23 Academic Calendar Fee = \$1,880,379

B. Invoices and Payments. PULLMAN TRANSIT shall invoice WSU for the cost of the 2022/23 Academic Calendar Compensation as per the schedule below. Payments shall be remitted to PULLMAN TRANSIT within thirty (30) days upon receipt of the invoice.

Month	Fee
August 2022	\$188,037.90
September 2022	\$188,037.90
October 2022	\$188,037.90
November 2022	\$188,037.90
December 2022	\$188,037.90
January 2023	\$188,037.90
February 2023	\$188,037.90
March 2023	\$188,037.90
April 2023	\$188,037.90
May 2023	\$188,037.90
Total Fee	\$1,880,379.00

C. Fee for Additional Service. WSU agrees to pay CITY the fee of \$90.43 per hour per bus for additional requested service. CITY will add the cost of additional service to the fees described in Paragraph 5.A and 5.B.

D. Late Payment Penalty. Any late payment shall be subject to penalty accruing at the maximum rate allowable by state law for each month the payment remains due.

5. COMMUNICATIONS AND DESIGNATED REPRESENTATIVES.

A. Any changes, modifications, amendments, or extensions, to this Agreement shall be made in writing and directed to the following:

For Pullman Transit:

Pullman Transit
Wayne Thompson
Manager, Pullman Transit
755 NW Guy Street
Pullman, WA 99163
Wayne.thompson@pullmantransit.com

With a copy to: City Clerk, City of Pullman, 190 SE Crestview Street, Building A, Pullman, WA 99163

For WSU:

Chris Boyan
Director
Washington State University
Transportation Services
Pullman, WA 99164
boyanc@wsu.edu

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

A Party may change its designated representative by providing written notice to the other Party.

- B. Notices. Any notice required to be given under the terms of this Agreement shall be directed by U.S. Mail to the persons signing this Agreement, with copies via U.S. Mail or via email to the Parties' designated representatives at the addresses listed above, as may be revised from time-to-time. Notice shall be considered issued and effective upon receipt by the addressee.
6. FORCE MAJEURE. In the event that the Parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of either party, then the Parties shall be released from performance under this Agreement. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.
7. INDEPENDENT CONTRACTOR. PULLMAN TRANSIT 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.
8. DISPUTES. PULLMAN TRANSIT 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 determine the resolution of the dispute. The costs of mediation, if any, will be shared equally between the Parties.

9. ANTI-KICKBACK. No officer or employee of PULLMAN TRANSIT, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
10. TERMINATION OF AGREEMENT.
- A. Termination for Funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, PULLMAN TRANSIT may terminate the contract under the "Termination for Convenience" clause, without the ninety-day notice requirement, subject to renegotiation at PULLMAN TRANSIT's discretion under those new funding limitations and conditions.
- B. Termination for Default. Any party may terminate this Agreement for default in the event the other party fails to perform a material obligation under this Agreement. Termination for default shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other party setting forth the manner in which said party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice, provided, however, such termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the Notice of Termination.
- C. Termination for Convenience. Any party may terminate this Agreement for convenience by serving a Notice of Termination by certified mail, return receipt requested, on the other party setting forth the effective date of termination, which shall not be less than ninety days (90) calendar days after the date of the Notice of Termination.
- D. Remedy. The sole remedy for either Party is termination. No other remedy in damages or equity is intended by this Agreement.
11. APPLICABLE LAW, FORUM. This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. In the event that any litigation may be filed between the Parties regarding this Agreement, WSU and PULLMAN TRANSIT agree that personal jurisdiction and venue shall rest in the Superior Court of Whitman County.
12. NONDISCRIMINATION. 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, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
13. AUDIT/RECORDS. PULLMAN TRANSIT shall maintain for a minimum of six (6) years following final payment all records related to its performance of the Agreement. PULLMAN TRANSIT shall provide access to authorized WSU's representatives, including the WSU Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
14. HOLD HARMLESS. Each Party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers and its agents. Neither Party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm or corporation not a party to this Agreement.

15. MISCELLANEOUS.

- A. No Third Party Beneficiaries. This Agreement does not benefit or create any rights in a third party.
- B. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws and regulations.
- C. Successors and Assigns. This Agreement shall be binding on the Parties hereto and their successors and assigns. Both Parties however, agree that they will not assign or delegate the duties to be performed under this Agreement without prior, written approval from the other Party.
- D. Entire Agreement. This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
- E. Amendments and Modifications. This Agreement may be amended or modified only by written instrument signed by the Parties hereto.
- F. Savings Clause. Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state, or local law or regulation, the remaining provisions shall continue in full force and effect. Both Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.
- G. Severability. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

PULLMAN TRANSIT


Glenn A. Johnson
Mayor

8/10/22
Date

ATTEST:


Dee Stiles Elliott
City Clerk

8/10/2022
Date

WASHINGTON STATE UNIVERSITY


Matthew Skinner
Senior Associate Vice President for
Finance and Administration
August 1, 2022

Date

Recommended by:

Chris Boyan
Chris Boyan
Director, Transportation Services

July 29, 2022
Date

Approved as to Form:


Adam Malcolm
Assistant Attorney General

August 1, 2022
Date

RESOLUTION NO. R-33-22

A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY.

WHEREAS, a 4th amendment to the 2019-2020 Agreement for Use of Public Transportation System and Enhanced Levels of Service between the City of Pullman (the "City") and Washington State University ("WSU") expired at the end of October 2021; and

WHEREAS, a full renewal nor additional amendment to that agreement is not possible due to the Governor's emergency proclamation 21-14.1 (COVID-19 Vaccination Requirements) requiring not only state employees but also those of contracted service providers to state agencies be vaccinated against COVID-19; and

WHEREAS, the City and WSU have negotiated a Universal Transit Access Pass ("U-TAP") Program Agreement to provide retroactive service compensation for the balance of 2021 after October 31, as well as a U-TAP compensation calculation for the total number of valid WSU-issued rider identification cards issued through July 31, 2022 for the purpose of encouraging WSU student, faculty and staff use of Pullman Transit's public transportation system; and

WHEREAS, the City Council for the city of Pullman has before it an agreement entitled Universal Transit Access Pass Program Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council believes it is in the best interests of the City to authorize the execution of said agreement; now, therefore,

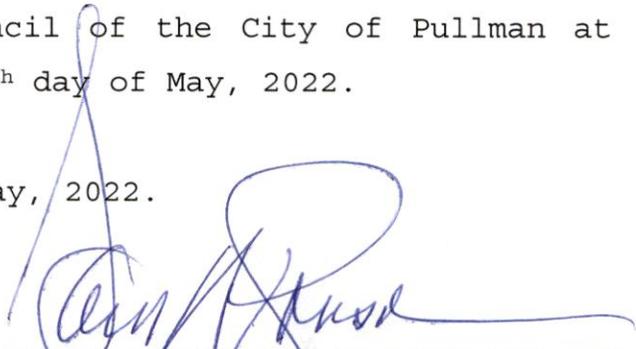
IT IS HEREBY RESOLVED by the City Council of the city of Pullman that the Universal Transit Access Pass Program Agreement is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute this agreement in substantially the form attached as Exhibit "A", and to deliver an executed original thereof to Washington State University.

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 agreement authorized thereby.

ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 24th day of May, 2022.

DATED this 25 day of May, 2022.

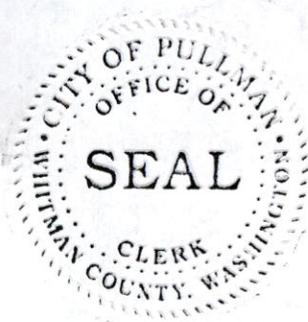


Mayor Glenn A. Johnson

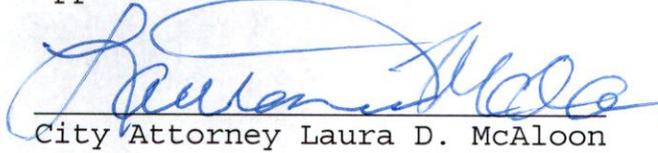
ATTEST:



City Clerk Dee Stiles-Elliott



Approved as to Form:



City Attorney Laura D. McAloon

FILED

MAY 25 2022

CITY CLERK'S OFFICE
PULLMAN WASHINGTON

UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT

Effective 11/1/2021 through July 31, 2022

THIS UNIVERSAL TRANSIT ACCESS PASS (U-TAP) PROGRAM AGREEMENT is between WASHINGTON STATE UNIVERSITY, an institution of higher education and agency of the State of Washington (hereinafter referred to "WSU") and the CITY OF PULLMAN, a municipal corporation of the State of Washington and provider of public transportation services, (hereinafter referred to as "PULLMAN TRANSIT"). WSU and Pullman Transit may be collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, the Parties share the desire to reduce single occupant vehicle (hereinafter referred to as "SOV") commute trips and improve the mobility of WSU students and employees to and from the WSU Pullman campus and other local businesses and services located in Pullman, Washington; and

WHEREAS, WSU desires to continue the Student Transit Program by providing transit service to students and employees which is funded by the Student Transit Fee (STF) and a portion of Services & Activities (S&A) fees.

The Parties agree as follows:

1. ACADEMIC CALENDAR. For purposes of this Agreement, "2022 Academic Calendar" shall be defined as the 2022 Spring Semester.
2. PURPOSE. The purpose of this Agreement is to transition the historical public transportation access and fare payment contract between the Parties to PULLMAN TRANSIT'S U-TAP program. The prior contract between the Parties was allowed to expire on October 31, 2021 due to the requirements placed on the Parties by certain emergency Proclamations of Governor Inslee. In good faith, since the prior contract expired PULLMAN TRANSIT continued providing public transportation services to WSU students, employees and retirees as the Parties addressed challenges caused by the COVID-19 pandemic and WSU committed to compensating PULLMAN TRANSIT retroactively for the remainder of 2021 as provided in this Agreement.
3. RESPONSIBILITIES.
 - A. WSU's Responsibilities.
 - 1) Eligible Recipients. For purposes of this Agreement "Eligible Recipient(s)" shall be defined as:
 - a. any full time or part time WSU enrolled student for any portion of the 2022 Academic Calendar that has paid the STF and S&A fee; and
 - b. any WSU employee for any portion of the 2022 Academic Calendar; and
 - c. any WSU retiree.
 - 2) Eligible Recipients will present a valid WSU Cougar Card upon boarding PULLMAN TRANSIT vehicles. It is the responsibility of WSU to notify PULLMAN TRANSIT of any Cougar Card holder that is ineligible for the program at any time.
 - 3) WSU shall compensate PULLMAN TRANSIT for the transportation services provided in good faith prior to the execution of this Agreement to Eligible Recipients using PULLMAN TRANSIT fixed route and Dial-a-Ride vehicles without presentation of a valid fare instrument or payment of the regular fare in anticipation of payment by WSU of the compensation set forth in Section 5.B herein.
 - B. Pullman Transit's Responsibilities.

- 1) 2021 Interim Service Provided. Between November 1, 2021 and the Effective Date of this Agreement, PULLMAN TRANSIT provided Eligible Recipients full access to public transportation using PULLMAN TRANSIT fixed route and Dial-a-Ride vehicles without presentation of a valid fare instrument or payment of the regular fare in anticipation of payment by WSU of the compensation set forth in Section 5 herein and will apply such payment to the previously incurred costs for such interim public transportation services.
 - 2) 2022 Academic Calendar Services. As of the Effective Date of this Agreement, PULLMAN TRANSIT has and will continue to allow all Eligible Recipients to ride PULLMAN TRANSIT fixed route service buses and qualified Eligible Recipients to ride ADA compatible Dial-a-Ride service vans (hereinafter referred to as "Service" or "Services") upon presentation of the Cougar Card to the operator of the public transportation vehicle in exchange for the consideration from WSU as set forth in Section 5 herein. A qualified Eligible Recipient for ADA Dial-A-Ride Service includes customers who are at least 65 years of age or those who are unable to access PULLMAN TRANSIT fixed route Service due to a documented disability and successfully apply for Dial-A-Ride Services through PULLMAN TRANSIT.
 - 3) Service Not Guaranteed. The Service provided by PULLMAN TRANSIT is that service being provided to the public as determined by City of Pullman in the normal course of operations. Service is subject to weather, mechanical interruptions, full vehicles, passenger conduct, and other causes determined in the sole discretion of PULLMAN TRANSIT.
4. AGREEMENT TERM. The Agreement shall be retroactively effective as of November 1, 2021 by mutual agreement of the Parties. The Services provide pursuant to this Agreement shall terminate on the last day of the 2022 Spring Semester. July 31, 2022.
5. FEES, INVOICES AND PAYMENT.

- A. 2022 Academic Calendar Compensation. PULLMAN TRANSIT shall receive a U-TAP fee from WSU of \$43.74 for each Eligible Recipient. For the 2022 Academic Calendar, WSU has the following number of valid Cougar Cards:

Students	17,563
Faculty/Staff	5,779
Total Eligible Recipients	23,342

Total 2022 Academic Calendar Fee \$1,020,979.

- B. 2021 Interim Services Compensation. As compensation for the interim public transportation Services provided to Eligible Recipients between November 1, 2021 and December 31, 2021, WSU shall also pay PULLMAN TRANSIT the sum of \$204,177.08 per month for a **total payment of \$408,354.16**, due upon execution of this Agreement.
- C. Invoices and Payments. PULLMAN TRANSIT shall invoice WSU for the cost of the 2022 Academic Calendar Compensation based on the number of Eligible Recipients stated in Section 5.A above within ten (10) days after the execution of this Agreement. Payment in full shall be remitted to PULLMAN TRANSIT within thirty (30) days upon receipt of the invoice.
- D. Late Payment Penalty. Any late payment shall be subject to penalty accruing at the maximum rate allowable by state law for each month the payment remains due.

6. COMMUNICATIONS AND DESIGNATED REPRESENTATIVES.

- A. Any changes, modifications, amendments, or extensions, to this Agreement shall be made in writing and directed to the following:

For Pullman Transit:

Pullman Transit
Wayne Thompson
Manager, Pullman Transit
755 NW Guy Street
Pullman, WA 99163
Wayne.thompson@pullmantransit.com

With a copy to: City Clerk, City of Pullman, 190 SE Crestview Street, Building A, Pullman, WA 99163

For WSU:

Chris Boyan
Director
Washington State University
Pullman, WA 99164
boyanc@wsu.edu

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

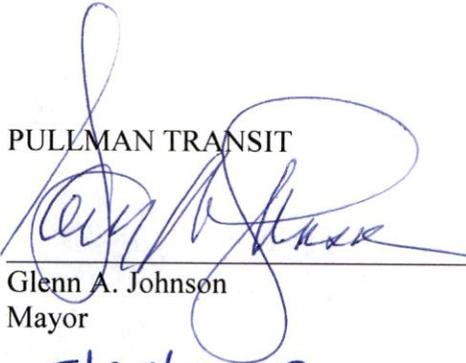
A Party may change its designated representative by providing written notice to the other Party.

- B. Notices. Any notice required to be given under the terms of this Agreement shall be directed by U.S. Mail to the persons signing this Agreement, with copies via U.S. Mail or via email to the Parties' designated representatives at the addresses listed above, as may be revised from time-to-time. Notice shall be considered issued and effective upon receipt by the addressee.
7. FORCE MAJEURE. In the event that the Parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of either party, then the Parties shall be released from performance under this Agreement. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.
8. INDEPENDENT CONTRACTOR. PULLMAN TRANSIT 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.

9. DISPUTES. PULLMAN TRANSIT 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 determine the resolution of the dispute. The costs of mediation, if any, will be shared equally between the Parties.
10. ANTI-KICKBACK. No officer or employee of PULLMAN TRANSIT, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
11. TERMINATION OF AGREEMENT.
 - A. Termination for Funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, PULLMAN TRANSIT may terminate the contract under the "Termination for Convenience" clause, without the ninety-day notice requirement, subject to renegotiation at PULLMAN TRANSIT's discretion under those new funding limitations and conditions.
 - B. Termination for Default. Any party may terminate this Agreement for default in the event the other party fails to perform a material obligation under this Agreement. Termination for default shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other party setting forth the manner in which said party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice, provided, however, such termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the Notice of Termination.
 - C. Termination for Convenience. Any party may terminate this Agreement for convenience by serving a Notice of Termination by certified mail, return receipt requested, on the other party setting forth the effective date of termination, which shall not be less than ninety days (90) calendar days after the date of the Notice of Termination.
 - D. Remedy. The sole remedy for either Party is termination. No other remedy in damages or equity is intended by this Agreement.
12. APPLICABLE LAW, FORUM. This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. In the event that any litigation may be filed between the Parties regarding this Agreement, WSU and PULLMAN TRANSIT agree that personal jurisdiction and venue shall rest in the Superior Court of Whitman County.
13. NONDISCRIMINATION. 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, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
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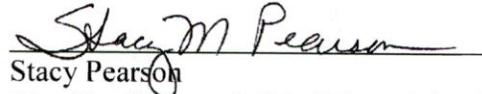
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PULLMAN TRANSIT


Glenn A. Johnson
Mayor

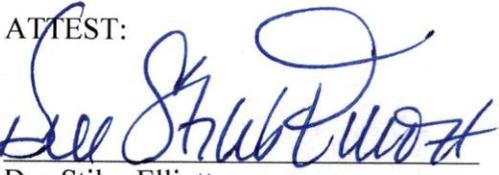
5/25/2022
Date

WASHINGTON STATE UNIVERSITY


Stacy Pearson
Vice President and Chief Financial Officer

05/18/2022
Date

ATTEST:


Dee Stiles Elliott
City Clerk

5/25/2022
Date

Recommended by:

Chris Boyan
Chris Boyan
Director, Transportation Services

May 17, 2022
Date

Approved as to Form:


Adam Malcolm
Assistant Attorney General

5/18/2022
Date