

**INTER-LOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM TRANSPORTATION AUTHORITY and
WESTERN WASHINGTON UNIVERSITY**

THIS INTER-LOCAL COOPERATIVE AGREEMENT is made and entered into by and between **WESTERN WASHINGTON UNIVERSITY** (hereinafter referred to as "WWU"), and the **WHATCOM TRANSPORTATION AUTHORITY** (hereinafter referred to as "WTA").

WHEREAS, both the WTA and the WWU recognize that a bus pullout is necessary to address traffic backups on Bill McDonald Parkway at the south bound bus stop located at the Campus Services Facility;

WHEREAS, WWU and the WTA believe that by cooperating in the construction of a bus pullout as provided herein that it will be the most efficient and economical use of the WWU and WTA resources and provide a safe and convenient facility for the campus population and WTA patrons.

NOW, THEREFORE, in consideration of the mutual promises herein and pursuant to Chapter 39.34, "the Interlocal Cooperation Act", WWU and the WTA hereby agree as follows:

1. **Bus Pullout.** WWU agrees to proceed as a public works project with the construction and installation of a public transit bus pullout and facilities. The bus pullout and sidewalk facilities shall meet all local, state and federal laws and regulations, including Federal Department of Transportation laws and regulations relating to accessibility requirements for Persons with Disabilities.

2. **Cost of Pullout.** The estimated construction cost together with all of the agreed upon appointments and tax is \$22,011. The WTA agrees that it will pay WWU a total sum \$11,006. representing one-half of the estimated construction cost of the bus pullout.

3. **WWU's Bus Shelter.**

3.1 The bus pullout is to be situated on Bill McDonald Parkway at the southbound stop adjacent to the Campus Services Facility referred to herein, and WWU shall be fully responsible for the construction and installation of said facility.

3.2 The WTA shall have at all times immediate and direct access for the loading and unloading of WTA transit patrons, and a sufficient curb or roadside area adjacent to the bus pullout shall be designated as a bus stop. The area designated as a bus stop shall, at minimum, be sufficient in size to allow one bus to access the pullout at one time. WWU agrees that it will not allow any other transportation provider to use the bus pullout or the adjacent bus stop area that will in any way interfere with or obstruct the access to the bus pullout by WTA busses.

4. Indemnification. WWU agrees to indemnify, defend and hold the WTA, its agents, officers and employees, harmless from and shall process and defend at its own expenses all claims, demands, or suits at law or equity arising out of WWU's, its agents', officers' or employees' negligent performance or failure to perform any and all duties prescribed by this agreement; provided, that nothing herein shall require WWU to indemnify the WTA against and hold harmless the WTA from claims, demands, or suits based upon the negligent conduct of the WTA, its agents, officers or employees; and the WTA agrees to indemnify, defend and hold WWU, its agents, officers and employees, harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising out of WTA's, its agents', officers' or employees' negligent acts or omissions; provided, that nothing herein shall require WTA to indemnify the WWU against and hold harmless the WWU from claims, demands, or suits based upon the negligent conduct of the WWU, its agents, officers or employees. In the event any such claims or suits are caused by a result from the concurrent negligence of (a) the WTA, its agents, officers and employees, and (b) the negligent acts, omissions or failure to perform any and all duties prescribed by this agreement by WWU, its agents, officers or employees, then this indemnity provision with respect to such claims or suits shall be valid and enforceable only to the extent of each party's respective negligent conduct or omissions. The obligation to provide indemnity set out above shall extend to any claim made by an employee of the indemnitor, and to this limited extent the indemnitor hereby waives any protection afforded by the Washington State Workers' Compensation Act, RCW Title 51.

5. Entire Agreement. This Inter-Local Cooperative Agreement contains the entire agreement between WWU and the WTA and shall not be modified in any manner except by an instrument in writing executed by both parties.

EXECUTED this _____ day of March 2003.

WESTERN WASHINGTON UNIVERSITY

By George A. Pierce
George Pierce, Vice President Business
And Financial Affairs

Approved as to form only:

Wendy Bohlke
Wendy Bohlke, Assistant Attorney General

WHATCOM TRANSPORTATION AUTHORITY

By Richard G. Walsh
Richard G. Walsh, General Manager

Approved as to form only:

Richard J. Langabeer
Richard J. Langabeer
Counsel to the WTA