

INTER-LOCAL BUS SHELTER AGREEMENT

THIS INTER-LOCAL BUS SHELTER 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").

WITNESSETH:

WWU and the WTA believe that by cooperating in the construction and installation of a bus shelter facility 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 bus shelter 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 Shelter. WWU agrees to proceed as a public works project with the construction and installation of a public transit bus shelter facility pursuant to the plans and specifications identified in the WWU/WTA Bus Shelter Public Works Project No. 425 B, dated April 15, 2003, to be located in front of Haggard Hall on the WWU campus as shown on the site plan that is part of the above referred to plans and specifications. Any changes to specifications dated April 15, 2003 must be approved in writing by WTA General Manager or representative before change is instituted. The bus shelter 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, applicable at the time of construction. The bus shelter shall include but is not limited to two information kiosks as approved by the WTA and for WTA routing and scheduling information, interior and exterior lighting to provide for the safety of transit patrons, information and, trash receptacles and benches. The bus shelter will be fully and completed constructed and ready for public transit use on or before the 15th day of September, 2003.

WTA shall be apprised of construction start-up and kept informed with the progress to allow inspection of the bus shelter. The contact person for this project is Rick Gordon, Director of Service Development at WTA.

2. Cost of Shelter. The WTA agrees that it will pay WWU a total sum up to but not to exceed \$40,000.00 representing one-half of the estimated construction cost of the bus shelter facility. In consideration of the terms and covenants of this agreement the WTA agrees to tenure the payment of \$40,000.00 within 20 days of both parties signing the agreement. It is understood by both parties that this is the maximum amount payable by the WTA and anticipates that the shelter project will be completed no later than the 12/31/2003. In the event that the shelter is not built these funds in full with interest calculated at 3.5% per annum will be returned to the WTA within 60 days of such notice of

termination of project. In the event that the project will be delayed past 12/31/03 the funds will also be returned with interest unless the parties agree to amend this agreement prior to 12/31/2003.

3. WWU's Bus Shelter.

3.1 The bus shelter facility is to be situated on WWU's property as shown on the plans and specifications referred to herein, and WWU shall be fully responsible for the construction and installation of said facility.

3.2 WWU agrees to keep and maintain the bus shelter facility in a neat, safe and clean condition for the safety and protection of transit patrons utilizing the facility. WWU will regulate and control the use of the shelter facility, regularly patrol the bus shelter facility as part of the overall campus security, and keep and maintain the bus shelter facility in an unobstructed condition so that transit patrons are able to conveniently and safely use the facility, including provision and payment of all utilities.

3.3 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 shelter facility shall be designated as a bus stop. The area designated as a bus stop shall, at minimum, be sufficient in size to allow two busses to access the bus shelter at one time. WWU agrees that it will not allow any other transportation provider to use the bus shelter facility or the adjacent bus stop area that will in any way interfere with or obstruct the access to the bus shelter facility by WTA busses.

3.4 WWU agrees that it will not at any time that the WTA is using the bus shelter facility as a designated and scheduled bus stop to move, relocate, alter or destroy the shelter without the joint and mutual consent of the WTA. The WTA shall not unreasonably withhold consent to the extent that WWU replaces and re-locates a bus shelter facility in substantially the same configuration of the bus shelter described herein in a similar convenient location to serve WTA patrons.

3.5 WWU agrees that it will exercise best efforts to keep and maintain the bus shelter free of litter, posters, placards, non-transit advertising and other clutter and post notices that prohibits the same pursuant to adopted WWU rules or regulations. WWU and WTA agree that there will not be any paid advertising allowed on or about the bus shelter premises without the express written consent of both WWU and WTA.

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 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. 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 25th this day of APRIL 2003.

WHATCOM TRANSPORTATION AUTHORITY WESTERN WASHINGTON UNIVERSITY

By Richard G. Walsh
Richard G. Walsh, General Manager
Whatcom Transportation Authority

By George A. Pierce 5/14/03
George A. Pierce, Vice President
For Business and Financial Affairs

Approved as to form only:

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

Approved as to form only:

Wendy Bohlke
Wendy Bohlke, Senior Counsel
Assistant Attorney General