

**WHATCOM TRANSPORTATION AUTHORITY AND GREYHOUND LINES, INC.  
CORDATA STATION AND PARK & RIDE USE AGREEMENT**

THIS WHATCOM TRANSPORTATION AUTHORITY AND BOLT BUS CORDATA STATION AND PARK & RIDE USE AGREEMENT ("Agreement") IS MADE AND ENTERED INTO by and between Whatcom Transportation Authority, a Washington Public Transportation Benefit Area operating under the authority of RCW Chapter 36.57A, with its principal place of business at 4011 Bakerview Spur, Bellingham WA 98226, ("WTA") and Greyhound Lines, Inc., a Delaware Corporation, licensed to do business in the state of Washington ("PRIVATE CARRIER"), on the 19 day of OCTOBER, 2021.

Recitals:

1. WTA owns and operates the Cordata Transfer Center and Park and Ride Facility, a multimodal public transportation facility ("Facility"), and
2. WTA believes that it is in the best public interest that the Facility be made available for use by private carriers such as airporter services, tour systems, intercity bus carriers and commercial bus systems, who will not provide any services that are being offered by WTA throughout Whatcom County, and
3. WTA will allow private carriers to use the Facility for the loading and unloading of passengers so long as such carriers are not providing any services already provided by WTA and upon approval and in accordance with the terms and conditions of this Agreement and the operating rules that may be adopted, changed or modified from time to time by the WTA.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and the right to use the Facility for parking and passenger loading and unloading purposes, the parties agree as follows:

1. Purpose. The purpose of the Agreement is to allow PRIVATE CARRIER, a licensed common carrier that at all times shall have all necessary and required governmental permits and licenses to transport passengers as a private carrier, to use the multimodal Facility for passenger parking and passenger transfer purposes.

PRIVATE CARRIER will be granted the use of one (1) pre-assigned zone at Facility only during times not in use by WTA. At no time will PRIVATE CARRIER be allowed to use Facility gate if use impacts WTA service. PRIVATE CARRIER is assigned to Zone B and to be pulled forward near the washrooms.

PRIVATE CARRIER is expressly prohibited from providing service within Whatcom County whether a fare is collected or not. Doing so is a breach of this Agreement and will result in immediate Agreement termination<sup>1</sup>.

2. Use of Facility. The use of the Facility shall be subject to the terms and conditions of this Agreement and all Operating Rules ("Exhibit A") adopted by WTA. The use of the Facility by the PRIVATE CARRIER shall at all times be secondary to the use of the Facility by the WTA. The use of the Facility by the PRIVATE CARRIER shall not in any way impair or interfere with the WTA's regularly scheduled use of the Facility. PRIVATE CARRIER shall not block or impede ingress/egress to the Facility by WTA vehicles, or use any parking or

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<sup>1</sup> RCW 36.57A.100

gate intended to be used by a WTA bus. PRIVATE CARRIER'S rights to use the Facility shall be secondary to any other private carrier as identified by WTA.

The Facility should be used exclusively for pick up and drop off of PRIVATE CARRIER'S passengers. PRIVATE CARRIER shall be responsible for the maintenance and cleanup of the Facility caused by its operation and its passengers. PRIVATE CARRIER shall not conduct any maintenance or repair work on its vehicles at the Facility, nor store any vehicle or other equipment on the Facility. PRIVATE CARRIER shall not use the Facility for an extended layover of its vehicles. PRIVATE CARRIER shall keep the Facility free of any liens and/or assessments and shall take all actions necessary to have the same extinguished.

PRIVATE CARRIER may post signage near its stop location providing direction and contact information for PRIVATE CARRIER passengers. At no time will WTA provide customer service or information relating to PRIVATE CARRIER's services to PRIVATE CARRIER passengers.

3. Limitation. PRIVATE CARRIER represents and warrants that it is not providing, operating nor seeking approval to provide any local public fixed route passenger transportation service within WTA boundaries. Nor during the term of this Agreement shall PRIVATE CARRIER seek approval to provide any such services. Such restriction extends to and includes, but is not limited to, the providing of service between any parts of Whatcom County serviced by WTA. Upon termination of the service provided by the PRIVATE CARRIER or upon termination of this Agreement, there shall be no obligation or requirement upon WTA to acquire or condemn assets of PRIVATE CARRIER pursuant to RCW 36.57A.100, and PRIVATE CARRIER specifically waives and releases any claim it now has or that may accrue to seek such recovery. A description of the passenger service provided by PRIVATE CARRIER is attached hereto and incorporated by reference as Exhibit B-1. PRIVATE CARRIER further represents and warrants that the passenger service and PRIVATE CARRIER'S operation is limited to the description of service in Exhibit B-1. A copy of PRIVATE CARRIER'S current operating authority, certificate of public convenience and necessity, as issued by the Washington Utilities and Transportation Commission, is attached hereto and incorporated by reference as Exhibit B-2.
4. Term and Termination of Agreement. The term of this Agreement shall be for a period of one (1) year from the date hereof and automatically extended for a total of four (4) additional one (1) year terms, for a total agreement term of five (5) years, unless and until terminated as provided herein.

This Agreement may be terminated for convenience at any time by either party, by giving a thirty (30) day written notice of termination to the other party. Upon expiration of the thirty (30) days from receipt of said notice, PRIVATE CARRIER shall fully cease and terminate all use of the Facility. In such case WTA may invoice PRIVATE CARRIER for services provided prior to termination, or the cost to repair any portion of the Facility necessitated by PRIVATE CARRIER'S use, with such amount to be paid by PRIVATE CARRIER within thirty (30) days of receipt.

If PRIVATE CARRIER breaches any term of the Agreement, WTA may terminate this Agreement for cause by providing PRIVATE CARRIER with three (3) business day notice of such breach. PRIVATE CARRIER shall have thirty (30) day from receipt of such notice to cure any breach. In such case WTA may invoice PRIVATE CARRIER for services provided prior to termination, or the cost to repair any portion of the Facility necessitated by PRIVATE CARRIER'S use, with such amount to be paid by PRIVATE CARRIER within thirty (30) days of receipt of notice. In addition to the right to terminate, WTA shall be entitled to seek and

recover all available remedies and damages against PRIVATE CARRIER and its sureties caused by default or breach of this Agreement.

5. Operating Rules. WTA has adopted operating rules governing the access and use of the Facility by PRIVATE CARRIER attached hereto and incorporated by reference as Exhibit A. WTA may amend, supplement or modify Exhibit A throughout the Term in its discretion. Such may include, but is not limited to, restrictions on hours of operation and limitation on the number of parking spaces available for PRIVATE CARRIER'S customers. PRIVATE CARRIER shall at all times comply with Exhibit A in effect at any given time, and non-compliance with any term of Exhibit A shall be a breach of this Agreement and entitle WTA to terminate this Agreement. It is also understood that Exhibit A terms applicable to PRIVATE CARRIER may be different than those applicable to another private carrier allowed to use the Facility as the nature, type, extent of use, assignment of gates, passenger boarding areas, parking areas and other uses of the Facility may vary between private carriers.
6. Liability, Hold Harmless, and Insurance. PRIVATE CARRIER shall defend, indemnify and hold WTA, its agents, officers and employees harmless from any and every claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees, and other expenses of any kind, on account of injury to or death of any and all person(s) and /or on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting therefrom in connection with PRIVATE CARRIER'S (1) operation, (2) use of the Facility, or (3) caused or occasioned in whole or in part by reason of the negligence of PRIVATE CARRIER or its property, employees, or agents, at the Facility, except only for those losses resulting from the sole or concurrent negligence of WTA, its officers, employees and agents. PRIVATE CARRIER'S duty to defend, indemnify and hold WTA harmless shall extend to and apply to any claim, risk, losses, damages, demands, suits, and judgments of any employee of PRIVATE CARRIER, and to this limited extent it waives any exclusivity rights under the Washington State Industrial Insurance Act, RCW Title 51.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of PRIVATE CARRIER and WTA, its members, officers, employees, and agents, PRIVATE CARRIER liability hereunder shall be only to the extent of PRIVATE CARRIER'S fault.

If a lawsuit is commenced that triggers PRIVATE CARRIER'S obligations to hold harmless, defend and indemnify WTA, then PRIVATE CARRIER shall appear and defend WTA in that lawsuit at its own cost and expense, and if judgement is rendered or settlement made requiring payment of damages by WTA, its Board, officers, employees, and agents, PRIVATE CARRIER shall pay the same, except only for those losses resulting from the sole or concurrent negligence of WTA, its Board, officers, employees and agents.

PRIVATE CARRIER shall, during the term of this Agreement, obtain and keep in constant force, comprehensive or commercial general liability insurance coverage in the amount of at least \$2,000,000, including automobile liability against any and all claims for damages to persons or property which may arise out of operations under the Agreement, whether occurring by reason of acts or omissions of PRIVATE CARRIER, or anyone directly or indirectly employed by PRIVATE CARRIER and hold WTA harmless for any claims presented to it as a result of actions solely the responsibility of PRIVATE CARRIER.

Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work. A certificate of insurance naming WTA as an additional insured by endorsement will be secured for the above and submitted and approved by WTA prior to commencement of the Agreement.

PRIVATE CARRIER and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employee's" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
  - Additional Insured Endorsement naming "WTA Agents & Employee's" for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
  - Waiver of Subrogation naming "WTA Agents & Employee's". Endorsement should be on Accord© form CG24041093 or equivalent.
  - Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.
7. Agreement Management. Day-to-Day management, including performance and maintenance, will be coordinated between the following representatives. Either party may change representatives at any time with written notice to the other:

<u>WTA</u>	<u>Greyhound</u>
<u>Cindy Campen, Service Section Supervisor</u> <u>PH: 360-739-0290</u> <u><a href="mailto:cindyc@ridewta.com">cindyc@ridewta.com</a></u>	<u>Jesse Guerrero, Agency &amp; Terminal Operations Manager</u> <u>PH: 206-623-5924</u> <u><a href="mailto:Jesse.guerrero@greyhound.com">Jesse.guerrero@greyhound.com</a></u>
<u>Tami Coleman, Revenue Manager</u> <u>PH: 360-788-9333</u> <u><a href="mailto:tamic@ridewta.com">tamic@ridewta.com</a></u>	<u>Tami Crisman</u> <u>PH: 971-338-8353</u> <u><a href="mailto:Tami.crisman@grehound.com">Tami.crisman@grehound.com</a></u>
<u>Magan Waltari, Procurement &amp; Contracts Manager</u> <u>PH: 360-788-9332</u> <u><a href="mailto:maganw@ridewta.com">maganw@ridewta.com</a></u>	<u>Customer Service:</u> <u>PH: 214-849-8966</u>
	<u>Maintenance (MRD)</u> <u>PH: 214-720-4517</u> <u>PH: 214-720-4518</u> <u>PH: 214-720-4519</u>

8. Independent Carrier/Contractor.

PRIVATE CARRIER shall be an independent carrier/contractor whereby, in the performance of this Agreement, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. PRIVATE CARRIER shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. PRIVATE CARRIER shall indemnify and hold harmless WTA from and against

any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that PRIVATE CARRIER is not an independent carrier of WTA.

9. Condition of Facility. Prior to the commencement of this Agreement, PRIVATE CARRIER shall have fully and completely inspected and accepts the Facility in its present condition and has read and agrees with Exhibit A for PRIVATE CARRIER'S intended use. PRIVATE CARRIER is not relying on any covenants, warranties or representations of the WTA as to its condition or usability, except to the extent provided herein, and PRIVATE CARRIER understands and acknowledges that other private carriers may be utilizing the same Facility. WTA represents and warrants the Facility complies with all Federal, State and local laws and will maintain the Facility in good repair. WTA shall make any repairs to the Facility within twenty-four (24) hours of such notice.

PRIVATE CARRIER will respond to WTA service requests within 12 hours. WTA agrees to phone the numbers provided for PRIVATE CARRIER Maintenance in Agreement section 6.

10. Assignment. The terms and provisions of this Agreement shall be binding upon WTA and the PRIVATE CARRIER and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

The rights and obligations of PRIVATE CARRIER under this Agreement may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way, including in the case of a change in ownership, without WTA's prior written consent; provided, however, PRIVATE CARRIER may assign this Agreement upon notice to WTA to an entity that purchases all or substantially all of PRIVATE CARRIER'S assets.

WTA may assign its rights and obligations under the Agreement to any successor to the rights and functions of WTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent WTA deems necessary or advisable under the circumstances.

11. Compensation. PRIVATE CARRIER shall pay to WTA an annual sum of Three Thousand Six Hundred dollars (\$3,600) ("Annual Payment"). The first Annual Payment shall be paid by PRIVATE CARRIER at the time of execution of this Agreement. Thereafter, such amount shall be due and owing within thirty (30) days of receipt of an invoice from WTA which it shall send out on or by October 1 of each year the Agreement is in effect.

In addition, PRIVATE CARRIER shall pay to WTA within thirty (30) days of receipt of an invoice, any and all amounts for damages, cleanup or additional maintenance required to the Facility caused by PRIVATE CARRIER not covered in Exhibit A.

WTA may increase the Annual Payment due by no more than three percent (3%) under this Agreement commencing October 1 of each year the Agreement is in effect. PRIVATE CARRIER will be notified of any increase no less than thirty (30) days prior to Agreement renewal.

All amounts due under this Agreement that PRIVATE CARRIER fails to timely pay shall accrue interest at twelve percent (12%) per year, compounded daily.

12. Notices. All notices may be delivered via messenger, courier, email, facsimile or mail. If delivered by messenger, courier or facsimile transmittal, they shall be deemed delivered when received at the street address or facsimile numbers listed below. All notices mailed, whether sent by regular post or by certified or by registered mail, shall be deemed to have been given on the third (3<sup>rd</sup>) business day following the date of mailing, if properly mailed to the mailing addresses below, and shall be conclusive evidence of the date of mailing.

WTA:	ATTN: Finance Department 4011 Bakerview Spur Bellingham, WA 98226 Fax No. (360) 527-4868
Greyhound:	503 S. Royal Brougham Way Seattle, WA 98134  With a copy to: Greyhound Lines, Inc. ATTN: Legal Department 350 N. St. Paul Street Dallas, TX 75201 Fax No. (214) 849-8181

13. Laws. PRIVATE CARRIER must comply with all applicable local, state and federal laws, including any obligation to register as a business within the state of Washington, County of Whatcom or City of Bellingham. PRIVATE CARRIER shall pay any and all taxes, and other obligations for conducting business in the State of Washington, Whatcom County and/or the City of Bellingham. PRIVATE CARRIER shall be responsible for ensuring that its buses and all other equipment is used, maintained and operated at all times in a safe manner and in compliance with all present and future applicable federal, state and local laws, statutes, ordinances, regulations and rules, including, without limitation, all applicable environmental laws, commercial motor vehicle laws and all federal, state and local inspection requirements and programs.
14. Choice of Law, Jurisdiction, Venue and Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Washington. Jurisdiction and venue of any action to interpret or enforce this Agreement shall be commenced in the Superior Court for the State of Washington, Whatcom County.
15. Management of Customers. PRIVATE CARRIER shall make sure its customers are following any and all of the terms of Exhibit A, and not taking actions that interfere with WTA's operations, or damaging the Facility.

THIS AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By **Les Reardanz**  
Signed: Tuesday, October 19, 2021  
Les Reardanz, General Manager

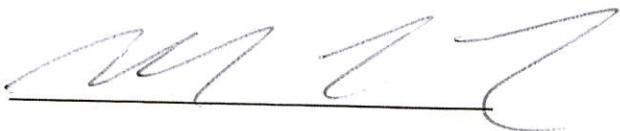
  
JESSE GUERRERO 10/19/21

Whatcom Transportation Authority

Greyhound Lines, Inc

AGENCY + TERMINAL OPERATIONS MANAGER

APPROVED AS TO FORM:



Mark Lee  
General Counsel

## Exhibit A

### Operating Rules

PRIVATE CARRIER shall comply with the following rules when using WTA facilities in Cordata Station, and surrounding WTA properties, which WTA can amend, modify or add to in its discretion.

### Authority

WTA Personnel have complete authority over all the operations at all WTA Transit stations and surrounding properties. Any conflicts shall be referred to WTA's Director of Operations.

### Safety Rules

1. **Accidents or Incidents:** Accidents or incidents which occur on WTA property involving the PRIVATE CARRIER, its personnel, contractors or equipment shall be reported to the WTA immediately. Any suspicious activity observed at the Transit station should be reported immediately to the WTA or call 911.
2. **Speed Limit:** The maximum speed for vehicles on the transit concourse passenger boarding areas is as posted, but in no case shall exceed 10 miles per hour.
3. **Crossings:** All vehicles must come to a full stop at each crosswalk before entering onto streets. Pedestrians have the right of way in all cases.
4. **Right of Way:** Vehicles at transit boarding areas will yield to any vehicle entering or departing the transit concourse.
5. **Boarding Areas:** WTA Operations Director will assign boarding and alighting location(s) at Cordata Stations.
  - a. Passengers may be boarded and de-boarded only at these assigned locations, except in the case of emergency repair to private carrier vehicles or at the direction of WTA staff. WTA must approve the timing of stopovers at the facility.
  - b. Whenever entering an assigned boarding area located directly in front of another area which is occupied by a WTA coach, the entering coach must come to a full stop prior to passing in front of the stopped WTA coach.
  - c. Entering coaches will pull as far forward as possible in the designated boarding/de-boarding area.
  - d. Vehicle doors must be closed if coach is in motion.
6. **Vacating Boarding Areas:** The boarding area is to be used only for boarding or alighting passenger, and will be vacated as soon as passenger boarding and alighting is accomplished. The maximum length of the stop shall be no more than 20 minutes unless otherwise agreed. Vehicles will not stand or park at the boarding areas when the area is scheduled to be used by another private carrier.
7. **Freight:** Freight handling is prohibited unless negotiated with WTA. Exceptions are small personal effects accompanying passengers and passenger baggage.

8. **WTA Authority:** PRIVATE CARRIER passengers are required to follow the directions given by WTA personnel. WTA may ask passengers to leave the property.

#### WTA Facility Rules

1. **Designated Smoking Areas:** Smoking is allowed only in designated smoking areas. There is absolutely no smoking on the concourse. PRIVATE CARRIERS are required to make an announcement regarding the location of designated smoking areas prior to de-boarding passengers.
2. **Maintenance:** Due to oil and fluid spills to bus runways causing maintenance and stormwater discharge issues to WTA facility, PRIVATE CARRIER will provide maintenance of assigned boarding area including but not limited to:
  - a. Quarterly steam cleaning of concrete surfaces damaged by oil and other fluids, to the satisfaction of WTA.
  - b. Quarterly onsite meeting with WTA representative to inspect facilities.

All work must be coordinated with WTA's Service Section Supervisor no less than 48 hours in advance.

PRIVATE CARRIER will protect storm water from contaminants and reclaim wash water runoff disposing in a sanitary sewer. All outdoor cleaning will keep cleaning agents and wash water (tap water) from entering storm drains, even if no soaps or cleaning agents are used. All chemicals used must be environmentally friendly and used in minimal amounts. No drainage to sewage system is available outside of the buildings. PRIVATE CARRIER is responsible for protection of the work area and the public from any equipment and chemicals used. Any wash down of outside surfaces must not take place on any night when there is a chance the water on the ground might freeze.

Cleaning methods must be in compliance with storm water pollution prevention best management practices.

Failure to comply with storm water pollution prevention mandated practices of each City and State of Washington Department of Ecology Best Management Practices for prevention of storm water pollution will be considered a breach of contract. WTA reserves the right to terminate for cause based on the Terms and Conditions found in herein. Copies of the Best Management Practices are available upon request.

All work must be in accordance with Local, State and federal regulations.

3. **Emergency Response:** PRIVATE CARRIER is required to provide 24 / 7 emergency response to spills. WTA requires a one (1) hour response to spills that occur from the time WTA notifies PRIVATE CARRIER of the spill.
4. **Customer Parking:** Customers of PRIVATE CARRIER may use the park and ride lot. WTA accepts no liability for vehicles, contents, loss, or injury to any customer of PRIVATE CARRIER.
5. **Information:** Posting of information, advertisements, or flyers not related to PRIVATE CARRIER service on WTA shelters or WTA property is prohibited unless agreed to in writing by WTA.
  - a. PRIVATE CARRIER is required to provide WTA with current and updated schedule of stops at WTA facilities quarterly / semi-annually.