



4111 Bakerview Spur Road, Bellingham, WA 98226



516 High Street  
Bellingham, Washington 98225-9044

## **COOPERATIVE AGREEMENT 2017/2018 through 2019/2020 Academic Years**

This Cooperative Agreement is entered into as of September 1, 2017 between **Western Washington University (WWU)**, and **Whatcom Transportation Authority (WTA)**.

### **1. Term of Agreement**

The term of this agreement shall be for the three academic years beginning September 1, 2017 and ending August 31, 2020.

### **2. WTA / WWU Student Bus Pass**

**2.1** The passes set out under Section 2.2 below will provide WWU students access on any WTA Fixed-Route (including Mt. Vernon service) or Specialized Transportation, (consistent with WTA Specialized Transportation policies).

**2.2** A WTA bus pass will be added electronically and be included as part of all WWU students' ID card, for those students who are taking at least 6 credits worth of classes according to the Banner system. Students taking less than 6 credits may choose to include the bus pass. If a student falls below the 6 credit minimum according to the Banner system, that student's bus pass will be canceled automatically unless they choose to include the bus pass.

**2.3** WWU and WTA will work jointly to communicate and promote the Student Bus Pass and WTA services to students. This includes, but is not limited to, joint staffing of information events, communications through campus networks, coordination and linkage of web page information, and identification and securing of key information kiosks.

**2.4** WWU and WTA will continue to work together to update processes and technology, improving bus pass distribution systems efficiency, and convenience for the students.

### **3. Public Right-of-Way Authorization**

- 3.1** Pursuant to RCW 36.57A.100, WTA authorizes WWU, or a contracted provider of their choice, to operate the WWU Student Late-Night Bus Service on a specific public right-of-way corridor set out under Attachment A - WWU Late Night Shuttle map, which is incorporated herein by reference. This service shall operate solely for the purpose of providing Late-Night Bus Service to WWU students, and this service will only operate during hours in which the WTA is not providing public transportation service.
- 3.2** This authorization does not confer any permanent rights to WWU, or their contracted provider, to operate transportation services on the public right-of-way along the routes traveled upon by this Late-Night Service.
- 3.3** The general public will not be authorized to use the Late-Night Service. The service provided by WWU, or its contracted provider, must be used by WWU students only.
- 3.4** WTA will allow WWU, or its contracted provider, to use WTA bus stops along the approved corridors during the specified times.
- 3.5** WTA will not permit WWU, or its contracted provider, to use the downtown Bellingham Station.
- 3.6** This service is a WWU/contracted provider service and as such WTA wants to make the distinction between its service and this private provider service very clear. As such WTA will not include the schedule of the Late-Night Service in any of its public information materials or bus stop schedule information. However, WTA will provide a link on its website to a WWU website where the schedule information can be obtained.
- 3.7** The naming of the Late-Night Service, design of the buses, logos, etc. must be clearly different from WTA's and should not imply WTA involvement in the service. WWU shall not in any way implicitly or explicitly convey any association between the Late-Night Service and WTA.
- 3.8** Should WTA extend its hours of service so that it overlaps with the Late-Night Service, the WTA authorization for private provider/ WWU use of the right-of-way, and WTA bus stops shall automatically terminate during those extended hours, and the Late-Night Service must cease during those hours.
- 3.9** The parameters, terms and conditions of this allowed service shall be subject to annual review by the parties.

**4. WWU Payment to WTA for Student Transportation Services**

**4.1** Payment for the Student Bus pass will be based on a set quarterly fee per Full Time Equivalent (FTE) count each year according to the schedule below.

<b>2017/2018</b>	<b>\$20.35</b>
<b>2018/2019</b>	<b>\$20.86</b>
<b>2019/2020</b>	<b>\$21.38</b>

**4.2** For purposes of this agreement, FTE will be defined using the "WWU Total Student Enrollment, Full-Time Equivalent" numbers provided by the WWU Office of Institutional Research, using Fall of one calendar year and Winter/Spring/Summer of the following calendar year, to span one Academic Year, September 1 through August 31.

**4.3** WTA will invoice WWU at the beginning of each quarter. Invoicing will coincide with reporting of that quarter's actual FTE's. Each invoice will include a billing for the current quarter, based on actual FTE's for that quarter.

**4.4** Invoices will be sent to:

Accounts Payable Department  
Western Washington University  
P.O. Box 218  
Bellingham, WA 98227-1420  
Email: [accounts.payable@wwu.edu](mailto:accounts.payable@wwu.edu)

**4.5** Invoices will be due 30 days from date of invoice.

Payments shall be made to:

Whatcom Transportation Authority  
4111 Bakerview Spur  
Bellingham, WA 98226  
Attn: Lynda Fox

5. **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' 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 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' 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 conduct of the WTA, its agents, officers or employees . In the event any such claims or suits are caused by a result from the concurrent acts, omissions or failure to perform any and all duties prescribed by this agreement by WWU and WTA, their 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.

6. **Ongoing Evaluation:** WTA and WWU shall work cooperatively to monitor implementation of this agreement and the delivery of services.

WTA will provide WWU key statistics from boarding and alighting surveys and additional details when requested.

7. **Modification to Agreement / Unresolved Issues.** The parties agree to exercise their best efforts to address and resolve any issues or disagreements. Should an issue or disagreement develop that cannot be resolved, the issue or disagreement shall be referred to WWU's Vice President of Business/Financial Affairs and WTA's General Manager.

8. **Contacts for this Agreement.** The following individuals are primary contacts for this contract:

WWU: Pete Heilgeist, Chief Procurement Officer/Director of Business Services  
(360) 360.650.3127  
[Pete.heilgeist@wwu.edu](mailto:Pete.heilgeist@wwu.edu)

WTA: Tami Eastwood, Manager of Revenue  
(360) 788-9333  
[TamiE@ridewta.com](mailto:TamiE@ridewta.com)

9. **Entire Agreement.** This 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.
10. **Approval of this Agreement.** This agreement and its provisions have been approved by the governing bodies of both parties, as per RCW 39.34.080.
11. **Venue and Attorneys' Fees.** Any action to enforce or interpret this agreement shall be commenced in the Superior Court for the State of Washington, Whatcom County. In any action to enforce or interpret this agreement, the prevailing party shall recover from the other party its attorneys' fees and costs.

EXECUTED this 10<sup>th</sup> day of October, 2017.

**WESTERN WASHINGTON UNIVERSITY**

Approved:



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Rick Van Den Hul  
Vice President of Business/Financial Affairs

Approved as to form only:



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Keene A. Higgins  
Assistant Attorney General

**WHATCOM TRANSPORTATION AUTHORITY**

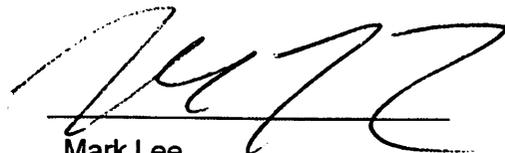
Approved:



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Pete Stark  
General Manager

Approved as to form only:



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Mark Lee  
Counsel to WTA

ATTACHMENT A

# Late Night Student Shuttle

MON-SAT 11 PM - 3 AM  
SUNDAY 9 PM - 2 AM

- One guest per WWU student
- Please remember some stops are in residential neighborhoods. Noisy behavior can be disruptive and disrespectful to non-students who live nearby.
- Operates 7 days a week and stops at all WTA stops on route.
- Service begins the Sunday before classes start in the fall and ends the Saturday after finals in June.
- The Student Shuttle does not operate during Summer Quarter, Thanksgiving vacation, or Intercession Breaks.
- The Student Shuttle provides Memorial Day service beginning at 11 AM. WTA does not operate on Memorial Day.

360.650.7960

Service may be canceled if severe weather causes unsafe driving conditions. For updated information call 360.650.7960 or subscribe to text alerts by texting "follow @arkshuttle" to 40404.

www.wwu.edu/transportation

- Shuttles stop at all WTA stops on route, as marked on route map.
- Shuttles serve different areas, know which route you need.

**Route A** RUNS COUNTER CLOCKWISE (Includes Happy Valley)

MONDAY-SATURDAY	Happy Valley (Start)	2nd & Danvers	3rd & Danvers (Library)	Sehome Hall	Fred Meyer (Linn Ave St)	Lincoln Towers	Lincoln Library
11:00 pm	11:07 pm	11:12 pm	11:15 pm	11:19 pm	11:25 pm	11:33 pm	
11:40 pm	11:47 pm	11:52 pm	11:55 pm	11:59 pm	12:05 pm	12:13 pm	
12:20 pm	12:27 pm	12:32 pm	12:35 pm	12:39 pm	12:45 pm	12:53 pm	
1:00 am	1:07 am	1:12 am	1:15 am	1:19 am	1:25 am	1:33 am	
1:40 am	1:47 am	1:52 am	1:55 am	1:59 am	2:05 am	2:13 am	
2:20 am	2:27 am	2:32 am	2:35 am	2:39 am	2:45 am	2:53 am	

SUNDAY	Happy Valley (Start)	2nd & Danvers	3rd & Danvers (Library)	Sehome Hall	Fred Meyer (Linn Ave St)	Lincoln Towers	Lincoln Library
9:00 pm	9:07 pm	9:12 pm	9:15 pm	9:19 pm	9:25 pm	9:33 pm	
9:40 pm	9:47 pm	9:52 pm	9:55 pm	9:59 pm	10:05 pm	10:13 pm	
10:20 pm	10:27 pm	10:32 pm	10:35 pm	10:39 pm	10:45 pm	10:53 pm	
11:00 pm	11:07 pm	11:12 pm	11:15 pm	11:19 pm	11:25 pm	11:33 pm	
11:40 pm	11:47 pm	11:52 pm	11:55 pm	11:59 pm	12:05 pm	12:13 pm	
12:20 pm	12:27 pm	12:32 pm	12:35 pm	12:39 pm	12:45 pm	12:53 pm	
1:00 am	1:07 am	1:12 am	1:15 am	1:19 am	1:25 am	1:33 am	
1:40 am	1:47 am	1:52 am	1:55 am	1:59 am	2:05 am	2:13 am	

**Route B** RUNS CLOCKWISE

MONDAY-SATURDAY	Happy Valley (Start)	2nd & Danvers	3rd & Danvers (Library)	Sehome Hall	Fred Meyer (Linn Ave St)	Lincoln Towers	Lincoln Library
11:00 pm	11:00 pm	11:13 pm	11:18 pm	11:20 pm	11:25 pm		
11:30 pm	11:30 pm	11:43 pm	11:48 pm	11:50 pm	11:55 pm		
12:00 am	12:00 am	12:13 am	12:18 am	12:20 am	12:25 am		
12:30 am	12:30 am	12:43 am	12:48 am	12:50 am	12:55 am		
1:00 am	1:00 am	1:13 am	1:18 am	1:20 am	1:25 am		
1:30 am	1:30 am	1:43 am	1:48 am	1:50 am	1:55 am		
2:00 am	2:00 am	2:13 am	2:18 am	2:20 am	2:25 am		
2:30 am	2:30 am	2:43 am	2:48 am	2:50 am	2:55 am		

SUNDAY	Happy Valley (Start)	2nd & Danvers	3rd & Danvers (Library)	Sehome Hall	Fred Meyer (Linn Ave St)	Lincoln Towers	Lincoln Library
10:00 pm	10:00 pm	10:13 pm	10:18 pm	10:20 pm	10:25 pm		
10:30 pm	10:30 pm	10:43 pm	10:48 pm	10:50 pm	10:55 pm		
11:00 pm	11:00 pm	11:13 pm	11:18 pm	11:20 pm	11:25 pm		
11:30 pm	11:30 pm	11:43 pm	11:48 pm	11:50 pm	11:55 pm		
12:00 am	12:00 am	12:13 am	12:18 am	12:20 am	12:25 am		
12:30 am	12:30 am	12:43 am	12:48 am	12:50 am	12:55 am		
1:00 am	1:00 am	1:13 am	1:18 am	1:20 am	1:25 am		
1:30 am	1:30 am	1:43 am	1:48 am	1:50 am	1:55 am		

Indicates final stop, out of service

