



An Equal Opportunity University

AMENDMENT 5

TO THE AGREEMENT FOR WHATCOM TRANSPORTATION AUTHORITY - AGREEMENT 7408

Contract Amendment ID #: 9563

WESTERN WASHINGTON UNIVERSITY, 516 High St., Bellingham, WA 98225, hereinafter referred to as "University", and **WHATCOM TRANSPORTATION AUTHORITY (WTA)**, 4111 Bakerview Spur Road, Bellingham, WA, 98226, hereinafter referred to as "Contractor", hereby enter into this Amendment to the original Agreement dated 09/01/2009 and Amendment 3 to the Agreement dated 05/21/2020

1. Purpose of this Amendment:

The University and Contractor desire to amend the contract entitled: Whatcom Transportation Authority - Agreement 7408

WHEREAS both WTA and WWU have declared a state of emergency in response to the COVID19 outbreak; and

WHEREAS WTA has temporarily ceased collecting fares and intends to resume fare collection at some point during the second quarter of 2021; and

WHEREAS this applies to students taking at least six (6) credits and passes are incorporated and accessed via the student ID card; and

WHEREAS the WWU campus has select closures and most classes are being taught online during Winter quarter and neither WWU or WTA can project when operations will resume to normal; and

WHEREAS, WTA fare policy does not allow WTA to pro-rate the cost of bus passes; and

WHEREAS " Normal campus operations shall be defined by the date established by the governor of the state of Washington that the state will formally move into " Phase 4" of the phased of approach of "Safe Start Washington" Program.

THEREFORE, WWU and WTA agree to the following:

2. While WTA is providing Transit Services fare free, WWU Payment to WTA for Student Transportation Services is Suspended.

3. Contract Changes/Additions:

Modification of Agreement adjusting WTA services and procedure for student bus pass program due to COVID-19 emergency declaration.

A. **For any quarter in the 2020/2021 Academic Year, wherein WWU has resumed normal campus operations and WTA is charging a fare**, the per-student FTE quarterly bulk bus pass rate will be \$21.91 and WWU student bus pass services will be based on the Terms and Conditions of the original Universal Student Pass Agreement.

B. **For any quarter in the 2020/2021 Academic wherein WWU has not resumed normal campus operations and WTA is charging a fare**, students will opt-in through WWU to a WWU student bus pass and the bus pass will be activated on the student's Western ID card. WWU will pay WTA \$40 per activated WWU student bus pass. Payment will be

remitted to WTA within 10 days of the final day of the quarter. Active bus passes will remain active on the same schedule as in the original Universal Student Bus Pass Agreement.

- C. WTA will provide WWU with the bus pass numbers of unique student riders at the end of the quarter and invoice WWU for the total of unique bus passes used.

3. **Term of Agreement:** The term of the agreement will be January 1 2021 to June 30th 2021.

3. **Loss of Funding:**

In the event that funding necessary to the University's performance under this Agreement is withdrawn, reduced or limited in any way after the effective date of this Amendment and prior to its normal completion, due to the University's budgetary constraints or the elimination of one or more of the University's programs, the University may summarily terminate this Agreement as to the funds withdrawn, reduced or limited or the elimination of a program notwithstanding any other termination provisions of this Agreement. If the level of funding is withdrawn, reduced or limited or the elimination of a program is so great that the University deems that the continuation of the performance of obligations covered by this Amendment is no longer in the best interest of the University, the University may summarily terminate this Agreement in whole notwithstanding any other termination provision of the Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

4. **Terms and Conditions:**

Except as amended herein, all other terms and conditions of the original Agreement and apply to this (5th) Amendment.

5. **Counterparts:**

Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid

6. **Execution:**

The parties hereby execute and authorize this Amendment to be effective 1/01/2021, regardless of the date of execution.

The Contractor and the University hereby agree to all provisions of this Agreement:

FOR THE CONTRACTOR:

WHATCOM TRANSPORTATION AUTHORITY (WTA)

FOR THE UNIVERSITY:

WESTERN WASHINGTON UNIVERSITY

Peter H. Stark, GM

1/15/21

DATE

DATE