

Memorandum of Understanding

Between

Western Washington University

and

Whatcom Transportation Authority

Viking Union Bus Stop Relocation

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between Western Washington University, herein known as “WWU” and the Whatcom Transportation Authority, herein known as “WTA” to establish the rights and obligations relating to the relocation of the Viking Union WTA bus stop (stop ID 2052).

Whereas, The Viking Union bus stop is located at 516 High Street, Bellingham, WA 98225.

Whereas, WTA provides bus service to the community and WWU Bellingham campus via the stops located on High Street.

Whereas, WTA is the primary party for maintenance of the temporarily relocated bus stop including the shelters, signage, and any garbage receptacles they choose to have at the stop.

Whereas, all parties agree to relocate the Viking Union bus stop approximately 450 feet to the southwest, in front of WWU’s Performing Arts Center, for a trial period (Specified in Appendix A).

Whereas, WTA will continue with its policy to turn off engines when vehicles are on layover.

Whereas, WTA’s fleet is currently comprised of approximately 40% battery electric and hybrid electric buses with additional hybrid electric buses on order.

Whereas, WTA will continue to strive to allocate battery electric and hybrid electric buses through the WWU Bellingham campus with hybrid buses in EV mode on High Street.

Now, Therefore, it is mutually agreed as follows:

Background

WTA’s Viking Union stop (ID 2052) has been located both at its current location in front of the Viking Union as well as temporarily relocated to in front of the Performing Arts Center while the Viking Union was being remodeled in 2018. Because High Street is narrowed in front of the Viking Union and pedestrian flows are higher, WTA would like to relocate the

stop approximately 450 feet to the southwest where High Street is roughly 10 feet wider and less congested. This will allow buses heading in opposite directions to more easily pass one another and lessen delays from crossing pedestrians. The relocation will involve infrastructure supplied and installed by WTA and its contractors at WTA's expense until funding and permitting allows for permanent infrastructure.

Purpose

This Memorandum of Understanding establishes the relationship between the parties and the understanding of the rights and responsibilities each party maintains for the relocation of stop ID 2052 as well as a timeline to evaluate the relocation and, if deemed successful by both parties, permanently relocate the stop to this location.

This Memorandum of Understanding supersedes all prior agreements or memoranda of understanding between the parties on this subject.

Responsibilities of the Parties

WTA will relocate stop ID 2052 approximately 450 feet to the southwest, in front of WWU's Performing Arts Center in the space currently marked as 10-minute loading zones for visiting buses. WTA will provide a concrete platform that meets ADA standards to increase the width of the walkway creating a boarding and alighting area for the bus stop. WTA will ensure storm drain maintenance is accessible with the stop placement and building materials. At the relocated bus stop, WTA will provide two standard cantilevered shelters and signage.

WTA will work with the City of Bellingham ("COB") on any permitting needed for the temporary relocation of the bus stop as COB is the owner of the road and sidewalk.

WWU will perform snow removal on the relocated bus stop platform and the contiguous sidewalk area, as well as conduct regular maintenance to keep contiguous storm drains clear of debris.

WTA will work with WWU's Facilities and Development Operations (FDO) Department on the engineering design of the concrete boarding and alighting platform (bumpout) and stormwater routing as detailed in Attachment A: WWU PAC Conceptual Design. WTA will obtain FDO's approval of the design prior to bus stop relocation to ensure FDO can perform stormwater and snow maintenance.

WWU will coordinate with affected third parties to relocate the 10-minute bus loading zones to a location that will not interfere with WTA's fixed route operations or its use of the relocated Viking Union bus stop. Third parties must obtain WTA's approval to use the relocated Viking Union stop.

WTA will install all infrastructure necessary for the relocation before September 15, 2026. This will ensure no disruption to bus riders during the school year when bus use is high. Attachment A details the location and infrastructure to be placed at the relocated stop.

Except as otherwise specified herein, WTA will be responsible for maintenance to the relocated infrastructure including shelters, concrete boarding and alighting platform (bumpout), signage, and garbage receptacles if installed by WTA.

WWU and WTA will undertake to communicate as needed, and at minimum annually, to evaluate the relocated stop. If the relocation is deemed successful by both parties, WTA will design and seek funding for a permanent boarding and alighting platform. If WWU and WTA together determine that the relocation was not successful, then the stop will revert back to the original location in front of the Viking Union. WTA will be responsible for the removal of the concrete bumpout and shelters. The concrete shelter pad may remain in place.

The permanent location of the boarding and alighting platform will be reviewed by the parties prior to construction. Any temporary infrastructure placed at the site by WTA on or before September 15, 2026 will be converted to permanent, permitted infrastructure or removed by September 15, 2028. If this timeline cannot be met, all parties may agree in writing to an extension of the term.

Dispute Resolution

If a party believes the other is not fulfilling their obligation under this MOU, it must give the other party written notice of the issue(s) and a reasonable opportunity to remedy the issue(s). If the parties cannot come to agreement on the remedy or remedies, the parties agree to meet and confer to discuss and agree to bring representatives with authority to resolve the issue(s).

Liability

To the fullest extent permitted by law, each party shall hold harmless the other party from claims, demands, damages, causes of action, or suits of any kind arising from such party's negligent acts or omissions arising from their use of the relocated stop. Neither party shall be responsible to the other for the acts or omissions of entities or individuals not a party to this MOU. For purposes of this provision, the term "party" includes the party itself and its officers, employees, volunteers and agents.

Choice of Law, Jurisdiction and Venue

The laws of the state of Washington will govern this MOU. Any action to interpret or enforce this MOU shall be commenced in Whatcom County Superior Court.

Term and Amendment

This MOU is effective on the date of the last signature and shall remain in effect until September 15, 2028. If both parties agree, the term of this MOU may be extended through a written amendment.

Amendments to this MOU may be made when written and agreed upon by both parties. Any amendments shall be added to the terms as appendices.

Termination

Either party may terminate this MOU for any reason, subject to providing at least six (6) months written notice to the other party.

Force Majeure

The obligations of the parties shall be suspended and excused if the performance of either is prevented or delayed by acts of nature, earthquakes, fire, flood, or the elements, pandemic, epidemic or similar communicable disease outbreak, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war, compliance with any directive, order or regulation of any governmental authority or representative thereof made under claim or color of authority; loss or shortage of any part of the Contractor's own or customary transportation or delivery facilities, or for any reason beyond the control of the Contractor or University whether or not similar to the foregoing.

Equal Opportunity/Non-Discrimination:

Discrimination on the basis of race, color, religion, national origin, sex, age, veteran status, and disability is prohibited by federal statute. In addition, Washington State law prohibits discrimination based on marital status, immigration and citizenship status, creed, sexual orientation, gender identity and expression, and the use of a trained guide dog or service animal by a disabled person. University policy likewise prohibits discrimination based on these protected characteristics. WWU is committed to providing equal employment opportunity and prohibiting illegal discrimination in the recruitment and admission of students, the employment of faculty and staff and the operation of WWU programs, activities and services.

During the term of this MOU, WTA, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, WTA, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which WTA, or subcontractor, has a collective bargaining or other agreement.

Whole Agreement:

This MOU is the complete and exclusive statement of the MOU between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this MOU. No modification of this MOU will be binding on either party except as a written addendum signed by an authorized agent of both parties.

Assignment

Neither party may assign this MOU without the written authorization of the other party.

Parties Responsible for this Agreement:

The following persons are responsible for the execution and administration of this MOU for their respective organizations and for notice purposes:

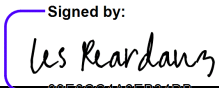
WWU: Andrea Reiter
reitera@wwu.edu

WTA: Les Reardanz
lesr@ridewta.com

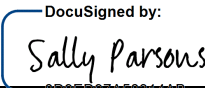
Both Parties hereby have authority to sign and agree to all provisions of this MOU:

WHATCOM TRANSPORTATION AUTHORITY

WESTERN WASHINGTON UNIVERSITY

Signed by:

09E6CC4A6EB34DB...

Les Reardanz

DocuSigned by:

8D9ED97A58314AB...

Sally Parsons

4/3/2026 | 12:06 PM PDT

DATE

4/3/2026 | 12:35 PM PDT

DATE