

**MEMORANDUM**

**TO:** Chairperson and Members of the Executive Committee

**FROM:** Rick Nicholson, Director of Service Development  
Patricia Dunn, Director of Finance

**DATE:** July 9, 2009

**SUBJECT:** Discussion of Western Washington University (WWU) / WTA Interlocal Cooperative Agreement

**RECOMMENDATION**

That the Executive Committee recommend approval to the full Board of Directors of the proposed three year Interlocal Cooperative Agreement between WTA and Western Washington University (WWU) for the academic years 2009-2010, 2010-2011, and 2011-2012.

**BACKGROUND**

In 2007, WWU students approved a transportation fee initiative that included funding for a WTA bus pass to be available for all full time students (6 credits or more). WTA and WWU have enjoyed the benefits of this program during the last two academic years.

The WTA and WWU staff have negotiated an extension of the current Interlocal Agreement that would take effect September 1, 2009 and be valid through August 31, 2012. The agreement includes funding for the WWU universal bus pass (Viking Express bus pass) and right-of-way authorization for WWU to continue to operate its late night shuttle.

A key component of this agreement is a level of funding for the universal bus pass that reflects WTA's recent overall fare increase while also recognizing WWU's preference for a rate increase that is spread out over the three year term of the agreement. Funding in year three also reflects a 3% increase due to anticipated increases in student enrollment.

**REIMBURSEMENT / FISCAL IMPACT**

WWU will reimburse WTA \$606,527 in year one, \$660,043 in year two and \$731,844 in year three. When averaged out over the term of this agreement, the increase is equivalent to WTA's recently approved 25% increase in the general public monthly pass which takes effect October 1, 2009.



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## **INTER-LOCAL COOPERATIVE AGREEMENT 2009/2010 through 2011/2012 Academic Year**

This interlocal cooperative agreement is entered into as of September 1, 2009 between **Western Washington University (WWU)**, and the **Whatcom Transportation Authority (WTA)**.

### ***Background***

- A. The parties share the desire to reduce single occupant vehicle (SOV) commute trips and improve the mobility of students between the WWU campus and other areas of Whatcom County.
- B. WTA is authorized to provide public transportation and generally promote alternatives to SOV commuting in Whatcom County.
- C. WWU has a desire to provide incentives to its students promoting non-SOV commuting.
- D. The parties have previously contracted for a student universal bus pass program that could be extended from year to year. This universal bus pass program provided a quarterly bus pass to all WWU students enrolled with 6 credits or more. Students enrolled in less than 6 credits had the option to purchase the pass. The original one year contract has been extended one time (2008-2009) with a 5% inflationary rate increase.
- E. The WTA/WWU partnership is important to the two organizations and also to the community. WTA and WWU agree to work as partners with a goal to make alternative transportation the preferred mode of travel to WWU. To achieve this goal, both WTA and WWU agree to cooperate in the establishment of supportive policies, services, facilities, and marketing programs.
- F. WWU and WTA will work jointly to communicate and promote the Student Viking Xpress 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.

- G. WWU and WTA will take maximum advantage of existing and new State and Federal funding opportunities related to public transportation.
- H. WTA will engage WWU in discussion of services the WTA provides to the University and how those services might be reshaped to better serve the University and the community.
- I. WWU will involve the WTA in its planning for the Sustainable Transportation Management Plan and other issues affecting public transportation to the University.
- J. Both parties have an interest in crafting multi-year agreements which improve predictability and efficiency.
- K. WWU is committed to:
- Continuing compliance with the Commute Trip Reduction Act
  - Commitment to the WWU Sustainable Transportation Management Program objectives of promoting alternatives to the use of single occupant vehicles
  - Consistency with the WWU Comprehensive Campus Master Plan goals of promoting alternatives to the use of single occupant vehicles
  - Achievement of substantial portions of Recommendations 2, 3, 8, and 19 of the City of Bellingham 1998 WWU Neighborhood Plan
  - Consistency with the overarching goals and themes of the Institutional Master Plan, related to circulation and alternatives to the use of single occupant vehicles.
  - Acknowledging the service increase WTA has provided as ridership by the WWU community has grown.
  - Discussing WTA's interest in tying student enrollment to the fee paid by WWU for the universal bus pass at a future date.
  - Recognizing WTA's need to balance WWU's public transportation needs and desires with those of Whatcom County as a whole.

L. WTA is committed to:

- Recognizing WWU's unique status as WTA's largest single customer market and a substantial component of WTA's rapid growth in 2007 and 2008.
- Developing and implementing programs aimed at making alternative transportation a preferred mode of travel throughout Whatcom County, including WWU.
- Engaging WWU in discussion of services the WTA provides to the University and how those services might be reshaped to better serve the University and the community.
- Recognizing WWU's desire to have predictability in the fee WTA charges for the universal bus pass for budgeting purposes.
- Discussing WWU's concern about tying student enrollment to the fee paid by WWU for the universal bus pass at a future date.

M. WTA and WWU wish to enter into a three year agreement that provides a fare increase substantially equivalent to the WTA general public fare increase of 25% effective 1 October 2009. An additional 3% increase is included in the 2011/2012 academic year to reflect an estimated increase in student enrollment.

N. WWU and the WTA recognize that it is necessary to continue working and planning together to address and resolve mutual transportation issues. WWU and the WTA understand that ongoing planning and working together is a non-binding and non-enforceable commitment and that both parties will exercise their best efforts to continue working and planning together to address and resolve transportation issues.

**1. Purpose of Agreement**

The purpose of this Agreement, pursuant to Chapter 39.34 the "Inter-local Cooperation Act, is to establish a pass program which will allow authorized WWU students to use WTA services.

**2. Term of Agreement**

The term of this agreement shall be for the three academic years beginning September 1, 2009 and ending August 31, 2012.

**3. WTA / WWU Student Bus Pass**

**3.1** The WTA will make available during this agreement a WWU Student Viking Xpress Bus Pass provided to students upon registration through the Western Card Office.

**3.2** The passes will provide access on any WTA Fixed-Route (including Mt. Vernon service) or Specialized Transportation, (consistent with WTA Specialized Transportation policies).

**3.3** WTA will assume all cost to design, develop and print the bus passes until WWU develops the capability to include the Viking Express Pass on the WWU student card.

**3.4** The WTA will require identification verifying that the pass is purchased by a current WWU student enrolled in 6 or more credits. Only one pass will be distributed per registered student. WWU shall notify WTA immediately when a replacement pass is issued.

**3.5** WWU and WTA will work jointly to communicate and promote the Student Viking Xpress 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.

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

- 4.1 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 as approved by the WTA. (See attachment A - WWU Late Night Shuttle map) This authorization is subject to RCW 36.57A.100. 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.
- 4.2 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.
- 4.3 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.
- 4.4 WTA will allow WWU, or its contracted provider, to use WTA bus stops along the approved corridors during the specified times.
- 4.5 WTA will not permit WWU, or its contracted provider, to use the downtown Bellingham Station.
- 4.6 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.
- 4.7 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.
- 4.8 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 will be withdrawn and the Late-Night Service must cease during those hours.

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

<b>Payment Due Date:</b>	<b>2009/2010</b>	<b>2010/2011</b>	<b>2011/2012</b>
Nov 1	\$ 202,176	\$ 220,014	\$ 243,948
Feb 1	\$ 202,176	\$ 220,014	\$ 243,948
May 1	\$ 202,175	\$ 220,015	\$ 243,948
<b>Total</b>	<b>\$ 606,527</b>	<b>\$ 660,043</b>	<b>\$ 731,844</b>

**6. 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 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 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.

**7. 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 as requested.

WWU will provide WTA key pass statistics quarterly. These shall include the number of passes distributed, the number of replacement passes issued, and the number of students eligible to receive a pass (students taking at least 6 credits).

8. **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 the WWU Vice President of Business/Financial Affairs and WTA General Manager.
9. **Contacts for this Agreement.** The following individuals are primary contacts for this contract:
- WWU: Sally McKechnie, Director of Business Services  
WTA: Rick Nicholson, Director of Service Development
10. **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 this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**WESTERN WASHINGTON UNIVERSITY**

Approved:

Approved as to form only:

\_\_\_\_\_  
Bruce Shepard  
President

\_\_\_\_\_  
Wendy Bohlke  
Assistant Attorney General

**WHATCOM TRANSPORTATION AUTHORITY**

Approved:

Approved as to form only:

\_\_\_\_\_  
Richard G. Walsh  
General Manager

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

