

16. A RESOLUTION RELATING TO A WSU/CITY TRANSIT AGREEMENT.

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

READING OF RESOLUTION NO. R-75-08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF PROVIDING PUBLIC TRANSPORTATION SERVICES TO STAFF, STUDENTS, FACULTY AND RETIREES FOR THE 2008-2009 SCHOOL YEAR.

DISCUSSION

ACTION TAKEN

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of 8/12/08

ACTION REQUESTED:

Approval of the 2008/2009 agreement for use of the City of Pullman's public transportation system by Washington State University (WSU).

BACKGROUND:

Each semester the students pay a portion of their student activity fees toward this program and in the spring of 2003 the WSU students voted on and passed a referendum to charge each full-time student a \$15 per student per semester fee to further improve transit service. In addition to these two funding sources, WSU's Parking Services also contributes funds to assist in providing the current transit service. This arrangement allows all WSU students, staff, faculty and retirees to ride all of the City of Pullman's fixed-route services by showing a valid WSU ID. The agreement also allows eligible students, staff, faculty and retirees to utilize the Dial-A-Ride service, without paying a fare. The eligible riders must present their valid ID when they ride or, if they are retired, confirm they have retired from WSU.

This year's agreement will provide a base fee of \$1,221,039, a fee of \$67.96 per hour for additional service that falls within our normal work hours, and a fee of \$96.43 per hour for any service that falls outside our normal work hours, and a fee of \$14.50 per hour for security on late night buses. Pullman Transit will provide A, I, J routes, two buses on the Express 1 route, two buses on the Express 2 route and one bus on the Express 3 route, one Night North-side bus and one Night South-side bus, one Saturday North-side bus and one Saturday South-side bus, and the Supplemental bus service. We will continue to offer extended Late Night service on the North and South routes from 12:00 midnight to 3:00 am on Friday and Saturday nights. In addition, the Dial-A-Ride service will provide service during the day from 6:50 am until 12:20 am Monday through Friday, with Friday's ending time being extended to 3:00 am and Saturday's from 9:00 am until 3:00 am. In addition to the above services, Pullman Transit will provide A, I, and J routes, an Express 1 and an Express 2 bus for home football games. These routes will start 3 hours before the games, run during the games, and operate for an hour and a half after the games.

This service level requires a staff of three full-time Lead Driver/Dispatchers, three part-time Lead Driver/Dispatchers, who also drive four days a week, two full-time Bus Washers, one part-time Bus Washer, seventeen full-time Drivers, two three-quarter-time Drivers, four half-time Drivers, and six extra board Drivers. With the three management staff members, Transit Manager, Fixed-Route Coordinator and Paratransit Coordinator Pullman Transit now employs thirty eight people.

RECOMMENDATION:

That the City Council adopt the attached resolution authorizing the Mayor and Finance Director to sign and execute the agreement between the City of Pullman and Washington State University for the purpose of providing public transportation services for Washington State University students, staff, faculty, and retirees for the 2008/2009 School Year.

FISCAL IMPACT : \$ 1,221,039

SUBMITTED BY:

Name Rod Thornton
Title Transit Manager
Dept. Public Works/Transit

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Resolution R-75-08

REVIEWED BY:

Department Head
City Supervisor
City Attorney

Initial	Date
<u>MW</u>	<u>8/4/08</u>
<u>JFA</u>	<u>8/6/08</u>
<u>may</u>	<u>8-6-08</u>

(As to form)

RESOLUTION NO. R- 75 -08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF PROVIDING PUBLIC TRANSPORTATION SERVICES TO STAFF, STUDENTS, FACULTY AND RETIREES FOR THE 2008-2009 SCHOOL YEAR.

WHEREAS, the City Council for the city of Pullman has before it an Agreement which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that the Mayor and finance director are hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the ____ day of _____, 2008.

DATED this ____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to form:

City Attorney

2008-2009 AGREEMENT FOR USE OF PUBLIC TRANSPORTATION SYSTEM

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Pullman, Washington, a municipal corporation of the state of Washington (hereinafter "CITY"), and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter "WSU").

RECITALS

WHEREAS, pursuant to the provisions of R.C.W. 39.33.050 CITY has developed and operates a public mass transportation system, and, therefore, has the authority to contract with any other municipal corporation or political subdivision of the state for public mass transportation services; and,

WHEREAS, WSU desires to relieve vehicular traffic congestion and adverse impacts on the traffic facilities on the Pullman campus of WSU caused by the high usage of vehicles to, from, and on the campus of WSU traveling within the CITY; and

WHEREAS, it appears mutually advantageous to both CITY and WSU to encourage the students, faculty, and staff of WSU, as well as members of other support activities on the WSU campus to use the public mass transportation system operated by the city of Pullman to travel to, from, and on the campus of WSU.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Pullman Transit means the public mass transportation system operated by CITY consisting of a Fixed-Route Service component and a Dial-A-Ride Service component.
- 1.2 Dial-A-Ride Service means the demand/response service component of Pullman Transit, which responds to requests from senior and disabled persons for transportation services within CITY and does not operate on a fixed route.
- 1.3 Fixed-Route Service means the service component of Pullman Transit which operates on fixed routes.
- 1.4 Eligible Riders means faculty, staff, students, and members of other activities based on the WSU campus who present a valid WSU Identification Card to the driver of the transit vehicle.
- 1.5 Schedules mean those schedules established by CITY for fixed-route service.
- 1.6 Valid WSU Identification Card means any one of the cards issued by Washington State University, as shown in Appendix "B". Issuance of these cards is at the sole discretion of WSU.
- 1.7 Supplemental Service means fixed route bus service Pullman Transit adds during peak ridership times when demand is greatest.
- 1.8 Enhanced Service means fixed route and Dial-A-Ride service after 12:30 am on Friday and after 12:00 midnight on Saturday nights.
- 1.9 Game Day Service means additional fixed route service added on home football games days.
- 1.10 Reduced Saturday service means fixed route bus service offered during WSU's Thanksgiving, Christmas, and Spring breaks.
- 1.11 Additional Service means any fixed route or Dial-A-Ride service offered by Pullman Transit that is outside of its normal work day and/or as described in this agreement.

- 1.12 Security Personnel or Security Person means employee(s) of a private security firm hired by CITY to assist in keeping order on the Late Night buses on Friday and Saturday nights.

SECTION 2: USE OF PULLMAN TRANSIT

- 2.1 Use—Fixed-Route Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders may use any Fixed-Route Service of Pullman Transit at any time the service operates without the payment of a fare upon boarding, while riding, or exiting from a Pullman Transit bus by displaying to the transit bus driver a valid WSU identification card.
- 2.2 Use—Dial-A-Ride Service. During the Term of this Agreement and consistent with any extensions or modifications subsequently made thereto, Eligible Riders who, to the satisfaction of representatives of CITY, satisfy the requirements established by CITY for use of the Dial-A-Ride Service, may use the Dial-A-Ride Service of Pullman Transit at any time it operates on a space-available basis as determined by representatives of CITY without the payment of any fare upon boarding, while riding, or exiting from a Dial-A-Ride vehicle by displaying to the driver thereof a valid WSU identification card.
- 2.3 Refusal of Use. Notwithstanding the provisions of 2.1 and 2.2 herein, any Eligible Rider who, by their actions while boarding, riding, or exiting from a Fixed-Route Service vehicle or a Dial-A-Ride Service vehicle is, in the opinion of the driver of that vehicle, disruptive to the safe and orderly operation of a Fixed-Route Service or a Dial-A-Ride Service, may be refused further service on Pullman Transit for such a period of time and upon such conditions as CITY in its sole discretion considers appropriate and consistent with the safe and orderly operation of Pullman Transit.

SECTION 3: PULLMAN TRANSIT SERVICE LEVELS

- 3.1 Manner of Operation. CITY has the sole and exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit, subject to the provisions of Section 3.4 herein.
- 3.2 Service Levels—Fixed Route, Supplemental, and Dial-A-Ride Service. Subject to the provisions in Section 3.4 herein, at the time of executing this Agreement, CITY operates the Fixed-Route Service of Pullman Transit on the fixed routes and schedules for the 2008-2009 academic year as described in Appendix “A” for the A, I, J, Express, PM North/South, and Saturday North/South Fixed Route Service, Home Football Gameday Service, and as-needed Supplemental Service Monday through Friday; and the Dial-A-Ride Service from 6:50 AM to 12:30 AM Monday through Friday, and on Saturdays, when Fixed Route Service is offered, from 9:00 AM to 12:00 midnight.
- 3.3 Service Level—Express Fixed Route Service. For the periods when classes and examinations are regularly scheduled on the Pullman campus of WSU from, August 21, 2008 to May 9, 2009 subject to the provisions of paragraph 3.4 herein, CITY will enhance the service level of Pullman Transit as described in Appendix “A” by:
- 3.3.1 Extending the hours of the Fixed-Route Service on the Express Routes Monday through Friday so that a transit bus departs from the stop on Thatuna Rd. to service the Express 1 Route and the Express 2 Route with two-way routing creating a shuttle service on campus with four buses about every 6 minutes from 7:00 AM to 5:30 PM; and with two buses about every 12 minutes from 5:30 PM to 7:10 PM, and so that a peak hour transit bus departs from the stop on Thatuna Rd. to service the Express 3 Route about every 16 minutes from 8:20 AM to 10:49 AM and from 2:38 PM to 5:46 PM, and so that a transit bus departs the stop on Thatuna Rd. to service the PM North Route and the PM South Route about every 30 minutes from 5:30 PM to 12:30 AM.

- 3.3.2 Providing Saturday Fixed Route Service so that two transit buses depart from the stop on Thatuna Rd. every 30 minutes from 9:00 AM until 12 midnight. During WSU's Thanksgiving, Christmas, and Spring breaks, the two transit buses depart from the stop on Thatuna Rd. every 30 minutes from 10:30 am to 6:00 pm.
- 3.3.3 Providing Enhanced Late Night Service from 12:30 am to 3:00 am on Friday nights and from 12:00 am to 3:00 am on Saturday nights so that two transit buses depart from the stop on Thatuna Rd. at least every 30 minutes.
- 3.3.4 Providing Home Football Game Day Service with normal Saturday North/South routes operating from 9:00 am to 3:00 am, one Express 1 route, one Express 2 route, A route, I route, and J route operating from three hours before the game, during the game, and for one hour after each home game.
- 3.4 Reduction in Level of Services. At the sole discretion of CITY, and notwithstanding Section 3.3.2 herein, service may be reduced during periods of reduced demand for such services, such as during Thanksgiving, Christmas, and spring recesses and during summer sessions at the Pullman campus of WSU.

CITY will not reduce the level of services from those indicated in Sections 3.2, 3.3 and Appendix A herein from August 21, 2008 to December 19, 2008 (Fall Semester) except for those periods described in this section.

The parties will meet, pursuant to Section 5.2 herein, on or before November 7, 2008 to discuss changes in levels of service, if any, for the period of January 12, 2009 to May 9, 2009 (Spring Semester) except for those periods described in this section. Once the level of service is agreed upon, the levels of service shall be effective through the Spring Semester, and CITY will not reduce the level of service during the Spring Semester.

If the Parties are unable to agree on the level of service, either party may terminate this Agreement as provided under Section 6.2 herein.

SECTION 4: FEES FOR USE OF SERVICE

- 4.1 Payment for Service. WSU agrees to compensate CITY as follows for eligible riders to ride the Fixed Route, Supplemental, Enhanced and Dial-A-Ride Services

as described in 3.2, 3.3 and Appendix A herein, during the 2008-2009 academic year and during the summer of 2009, August 21, 2008 to August 20, 2009.

Unless the level of service is reduced pursuant to Section 3.4 herein (in which case, the rates below will be adjusted accordingly), CITY will bill WSU on or before the 10th day of the month following each of the months listed below and WSU will pay CITY on or before the 25th day of the month following each of the months listed below, the following fees:

Month	Fee	% of Total
August 2008	122,103.90	10%
September 2008	122,103.90	10%
October 2008	122,103.90	10%
November 2008	122,103.90	10%
December 2008	122,103.90	10%
January 2009	122,103.90	10%
February 2009	122,103.90	10%
March 2009	122,103.90	10%
April 2009	122,103.90	10%
May 2009	122,103.90	10%
Total Fee	\$1,221,039	100%

- 4.2 Fee for Additional Fixed-Route Service. Any additional service that is not listed in Appendix A is subject to Pullman City Council approval. Other minimal service additions that do not require additional staffing or substantial restructuring of service hours are subject to approval by the Transit Manager.

WSU agrees to pay CITY the fee of \$67.96 per hour per bus for additional requested service that falls within Pullman Transit's published scheduled service period. WSU agrees to pay CITY the fee of \$96.43 per hour per bus for additional requested service that falls outside Pullman Transit's published scheduled service period.

CITY will calculate the amount of the additional service provided for each month during the 2008-2009 school year (August 21, 2008 to May 9, 2009). CITY will bill WSU for the additional service monthly as described in Section 4.1 herein.

- 4.3 Fee for Security Personnel on Late Night buses. To assist CITY bus drivers in maintaining the safety of Eligible Riders and keeping order on the Friday and Saturday Late Night buses, CITY will hire private Security Personnel by contracting with a private security company, who will report to CITY via Pullman Transit personnel. One Security Person will be assigned to each CITY bus from 11:00 pm until the end of the night at 3:00 am.

WSU agrees to pay CITY the fee of \$14.50 per hour per security person for such Security Personnel. CITY will bill WSU and WSU will pay for the security services monthly as described in Section 4.1 herein.

SECTION 5: COMMUNICATIONS

- 5.1 Reports. On or before the 10th calendar day of each month following any month or portion thereof that Fixed-Route and Dial-A-Ride Service is provided to Eligible Riders pursuant to this Agreement, CITY will provide WSU with a written report for that month or portion thereof showing the ridership numbers of each Fixed Route and Dial-A-Ride. This report will also include the number of Supplemental Service hours used during the month.
- 5.2 Parties Agree to Meet. The parties shall meet regularly to monitor service and service levels and shall review service level changes as provided in Section 3.4 herein.

The Parties shall meet (1) on or before the 7th day of November 2008 to consider service levels as provided under Section 3.4 herein; and (2) if this Agreement is then in effect, once in the month of March 2009 to review performance of this Agreement; and, (3) at other times as called by the lead member of either party. The Transit Manager will be the lead for the City, and

the Director of Parking, Transportation and Visitor Center will be the lead for WSU.

- 5.3 Notice. Any notice or other communication required to be given hereunder shall be deemed sufficient if in writing and delivered personally or sent by mail, return receipt requested, to the addressees as follows:

TO CITY:

Transit Manager
City of Pullman
775 NW Guy Street
Pullman, WA 99163

TO WSU:

Director, Parking, Transportation and
Visitor Center
P.O. Box 645500
Washington State University
Pullman, WA 99164-5500

SECTION 6: EFFECTIVE DATE, TERM, AND TERMINATION

- 6.1 Effective Date. This Agreement shall be effective from and after the date on which the authorized representatives of the last of the parties hereto signs this Agreement.
- 6.2 Term. The Term of this Agreement shall be for a period commencing August 21, 2008 and ending August 19, 2009 (the "Term") unless either party delivers written notice to the other party prior to the last business day observed by CITY in November of 2008 stating that the delivering party is terminating this Agreement effective as of midnight on December 31, 2008. In the event of such termination, all outstanding fees owed to CITY by WSU must be paid by January 31, 2009.
- 6.3 Termination for Cause. Should either party fail to abide by any substantial promise or covenant in this Agreement, the non-breaching party shall be entitled to terminate this Agreement by giving fifteen (15) calendar days notice of default to the other party, and the non-breaching party's election to terminate the

Agreement; provided, however, if the breach is cured to the reasonable satisfaction of the non-breaching party prior to expiration of the fifteen (15) calendar day notice period, the Agreement shall continue in full force and effect. All outstanding fees owed to the CITY by WSU must be paid within thirty (30) days of termination of this Agreement.

SECTION 7: MISCELLANEOUS

- 7.1 Amendments, Modifications, or Extensions. This Agreement represents the entire and integrated Agreement between CITY and WSU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or extended beyond its Term only by written instrument signed by the authorized representatives of both CITY and WSU.
- 7.2 Additional Funding. The City agrees to advise WSU of any additional funding it may receive from the State or from federal grants. The Transit Manager will notify the Director of Parking and Transportation Services of the receipt of additional funds and advise him of the CITY's plans for using the additional funds. If needed, the Parties will meet to discuss the planned use of the additional funds. This notification will in no way preclude the CITY from the exclusive right to operate Pullman Transit in a manner it considers appropriate to serve the transportation needs of persons using or desiring to use Pullman Transit.
- 7.3 Nondiscrimination. In administering this Agreement, CITY and WSU will comply with all federal and state nondiscrimination laws, regulations and policies.
- 7.4 Independent Contractor. CITY is an independent contractor, and nothing contained herein is intended to create or imply a joint venture, partnership or employer/employee relationship between the parties. The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.

- 7.5 Insurance. CITY agrees to maintain a general liability policy of insurance of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate, during the time this Agreement is in effect.
- 7.6 Indemnification. Each party in this Agreement shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this Agreement shall be responsible for the acts and/or omissions of those not a party to this Agreement.
- 7.7 Disputes. CITY and WSU will, prior to institution of litigation of any dispute under this Agreement, seek mediation of the dispute(s) upon selection of a mutually acceptable mediator. If the parties cannot agree on a mediator, each party will individually select a mediator, and those two mediators will jointly select a third mediator, and the three mediators shall jointly make a determination of the dispute. The costs of mediation, if any, will be shared equally between the parties.
- 7.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the state of Washington.
- 7.9 Assignment. This Agreement, and the rights and obligations hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
- 7.10 Successors. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated below.

CITY OF PULLMAN

Mayor
Date: _____

Approved as to Form:

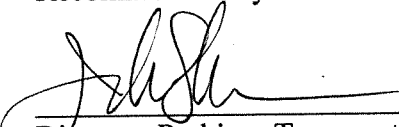
City Attorney
Date: _____

Attest:

City Finance Director
Date: _____

**WASHINGTON STATE
UNIVERSITY**

Recommended by:



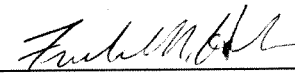
Director, Parking, Transportation and
Visitor Center
Date: July 31, 2008

Approved by:



Vice President for Business and Finance
Date: 8/5/08

Approved as to Form:



Assistant Attorney General
Date: 8-4-2008

A route

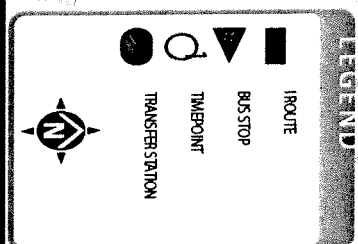
LEGEND

- A ROUTE
- ▲ BUS STOP
- ① TIMEPOINT
- TRANSFER STATION

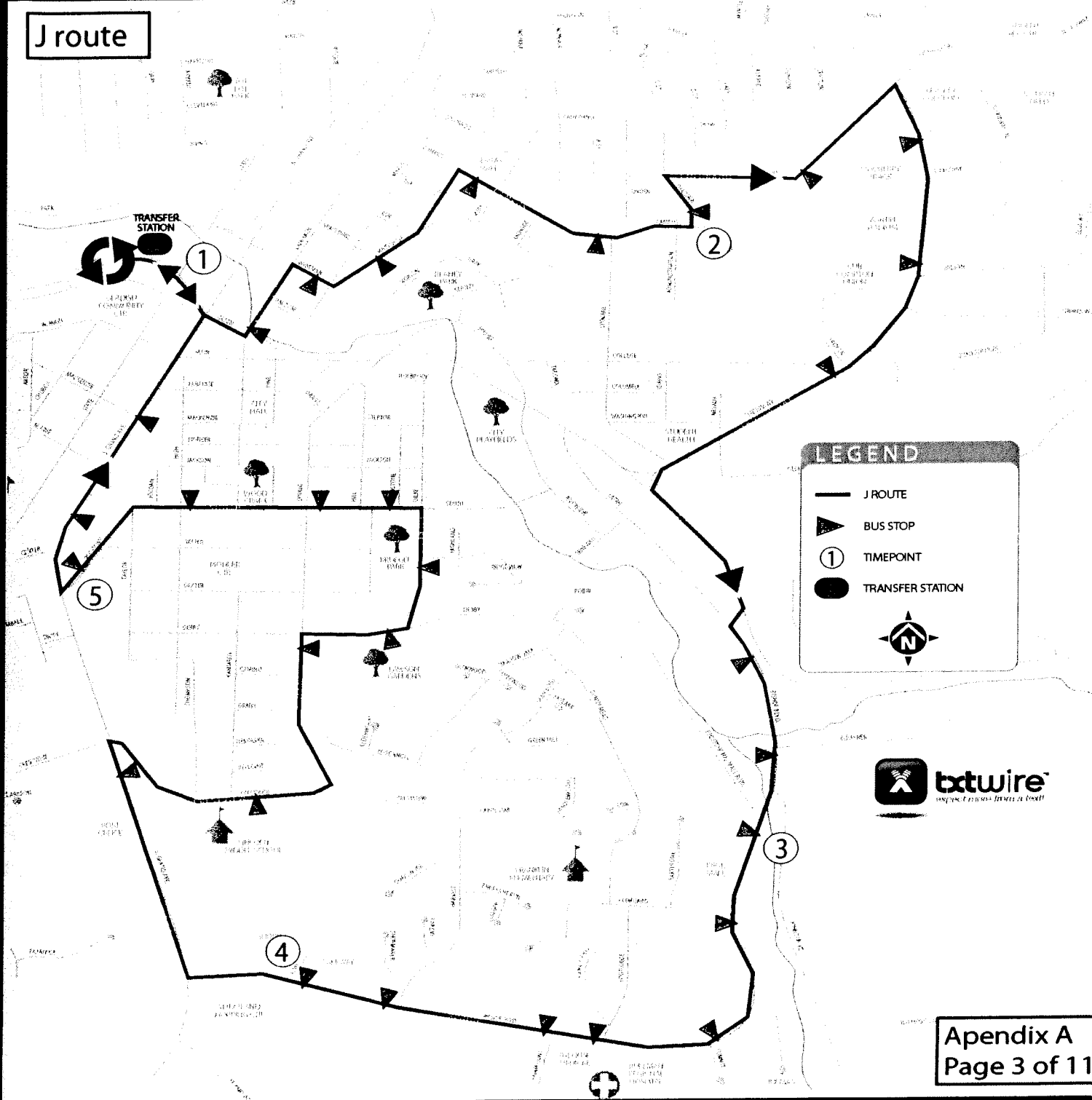


Valley Road - Orchard Drive loop added during WSD school breaks and holidays

TO COLFAX & SPOKANE



J route



EXPRESS 1



LEGEND

- EXPRESS 1
- ▲ BUS STOP
-

EXPRESS 2



EXPRESS 3

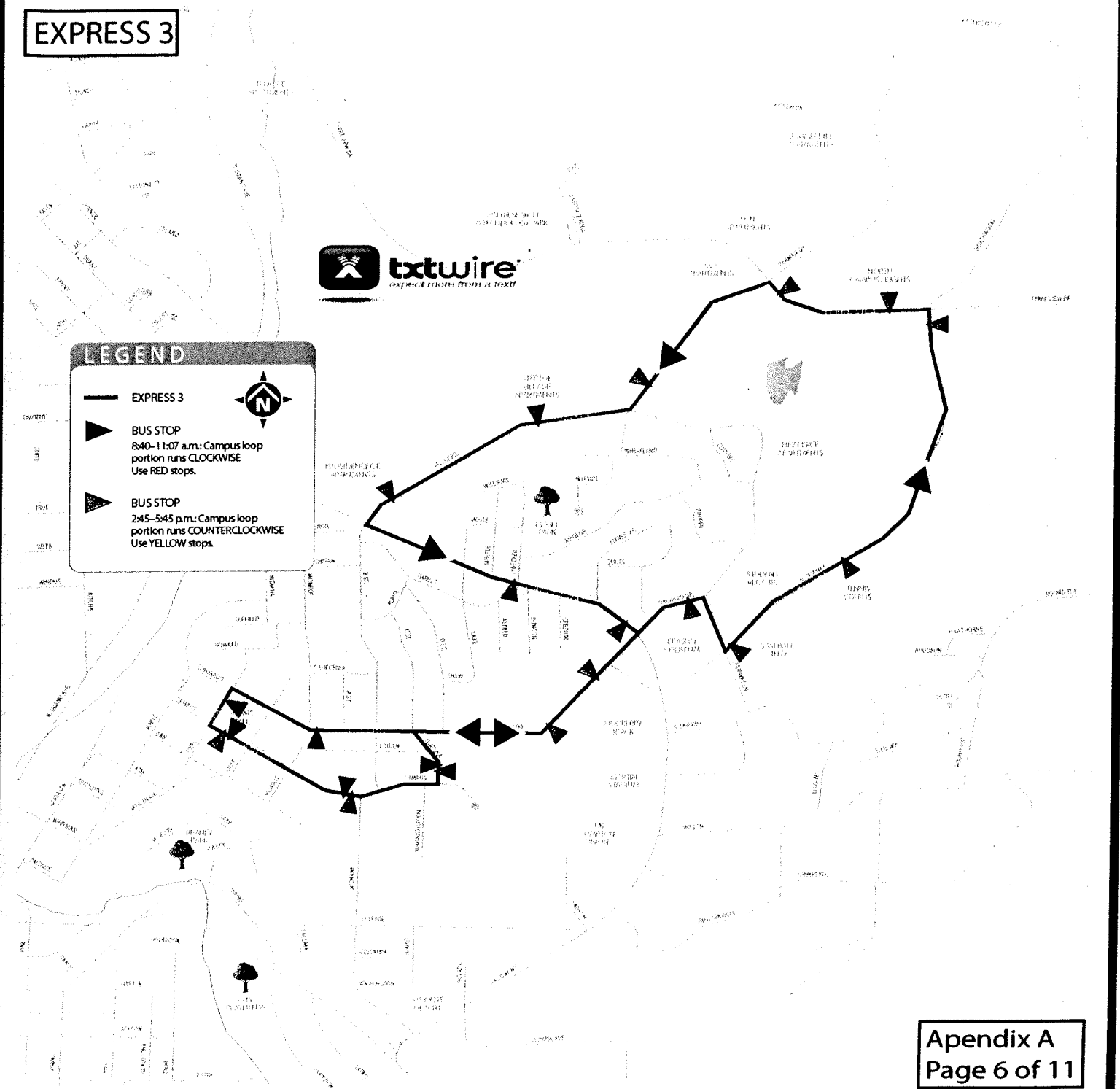


LEGEND

EXPRESS 3

BUS STOP
 8:40-11:07 a.m.: Campus loop
 portion runs **CLOCKWISE**
 Use **RED** stops.

BUS STOP
 2:45-5:45 p.m.: Campus loop
 portion runs **COUNTERCLOCKWISE**
 Use **YELLOW** stops.



NORTH



LEGEND

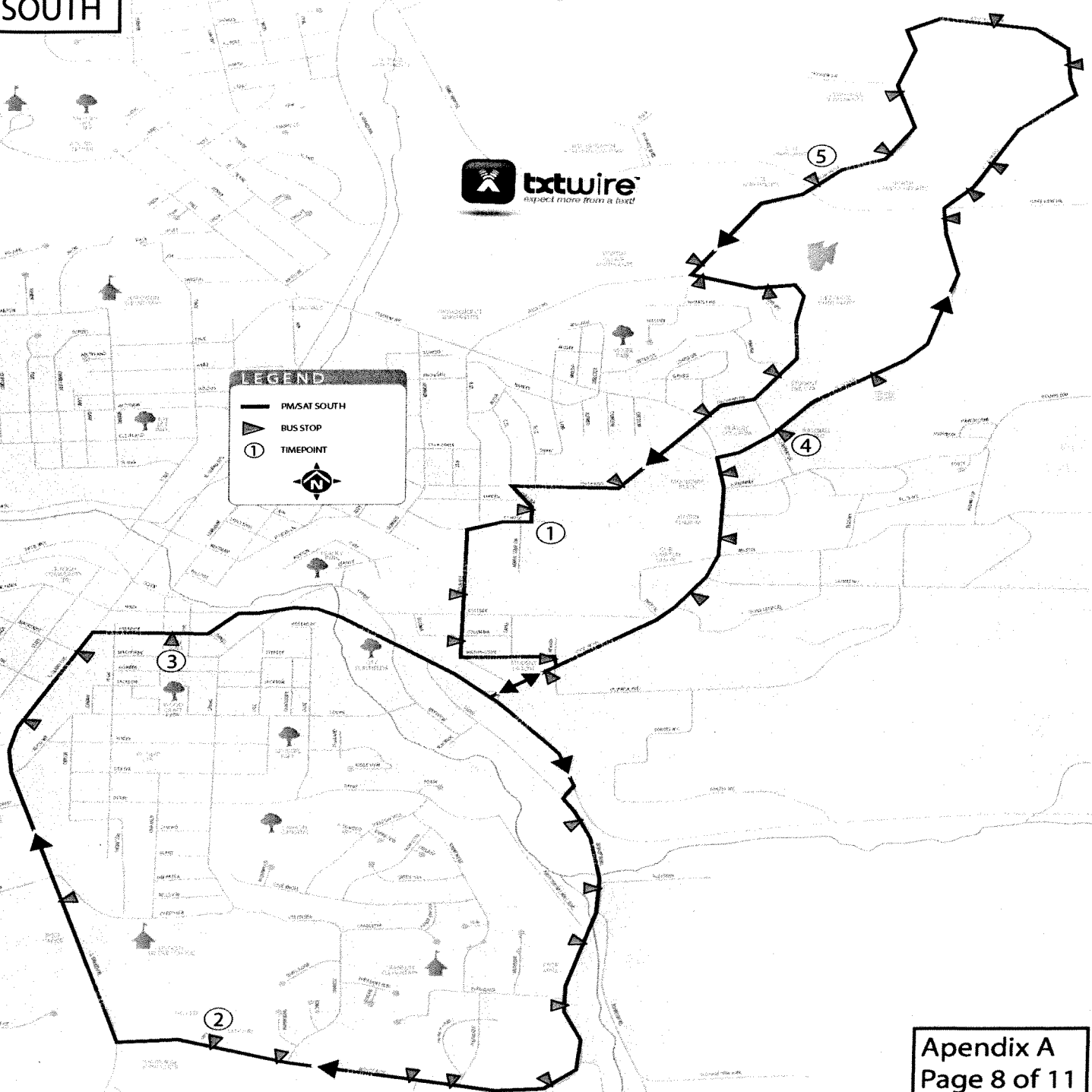
- PM/SAT NORTH
- ▶ BUS STOP
- ① TIMEPOINT

SOUTH



LEGEND


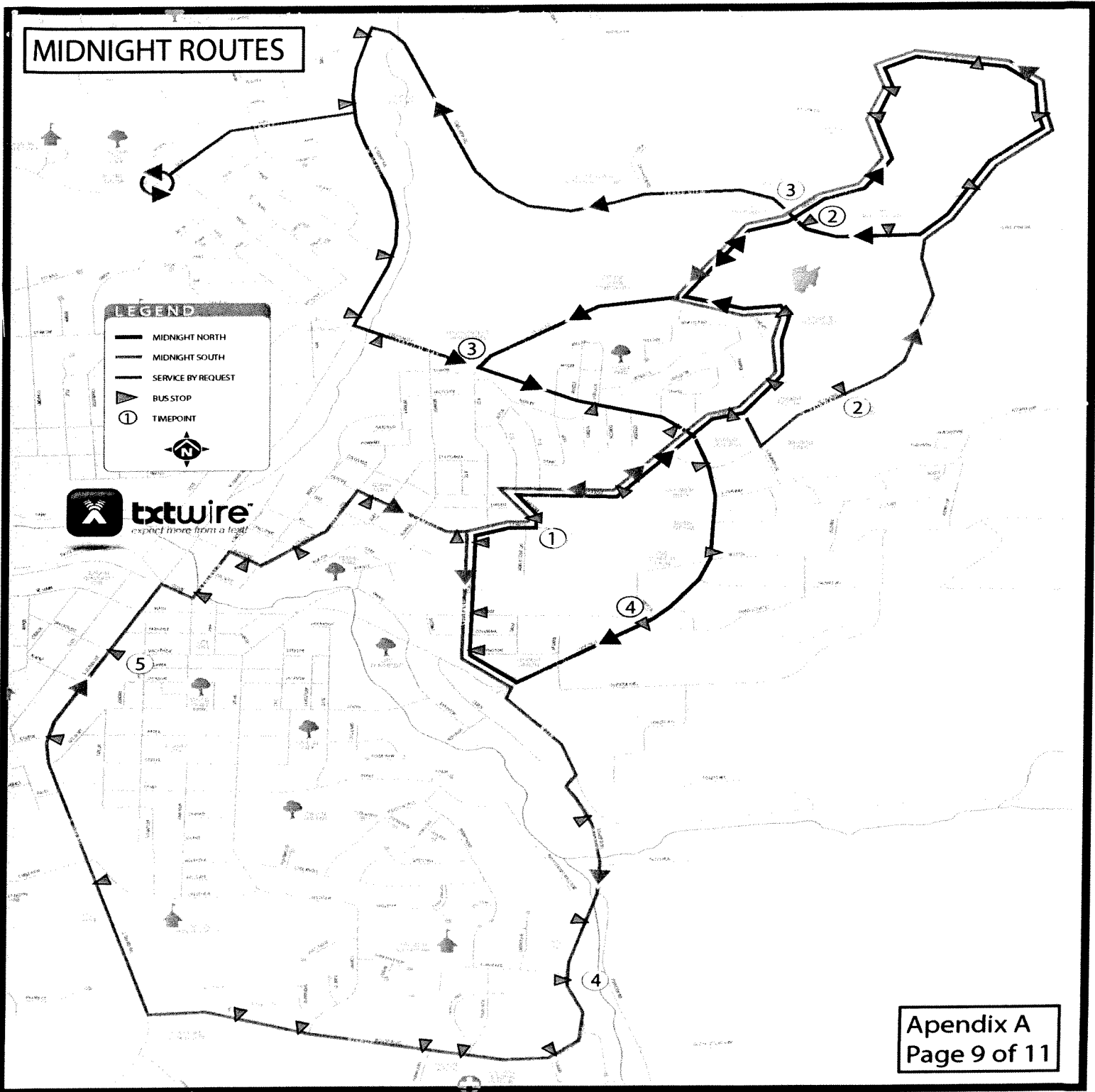
- PMSAT SOUTH
- ▲ BUS STOP
- ① TIMEPOINT



MIDNIGHT ROUTES

LEGEND

- MIDNIGHT NORTH
- MIDNIGHT SOUTH
- SERVICE BY REQUEST
- BUS STOP
- ① TIMEPOINT

H route

TO COLFAX & SPOKANE

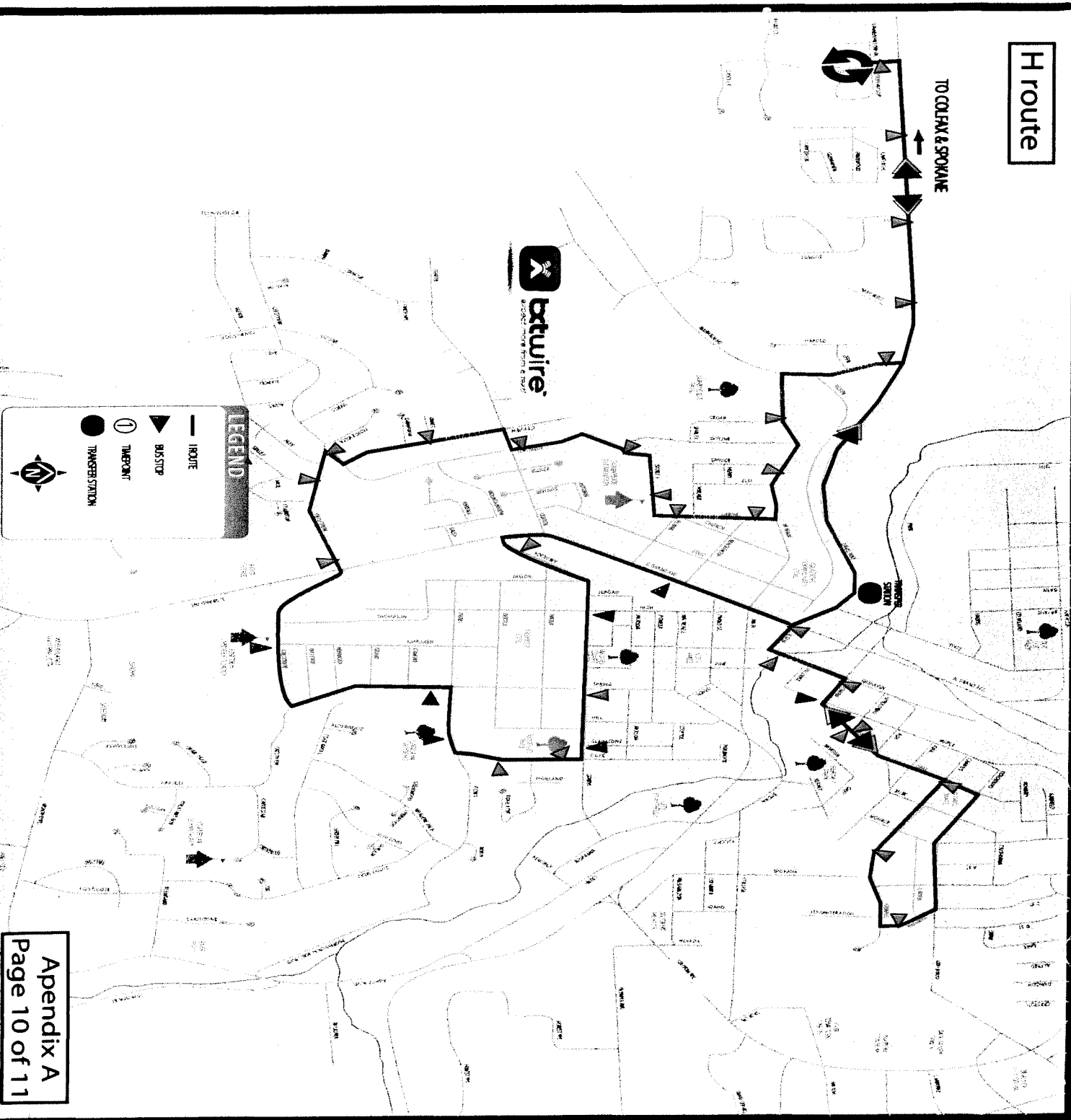


ROUTE

BUS STOP

TRANSFER POINT

TRANSFER STATION

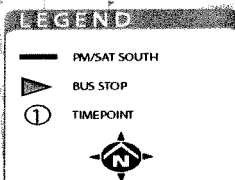


C route



txtwire™
expect more from a text!

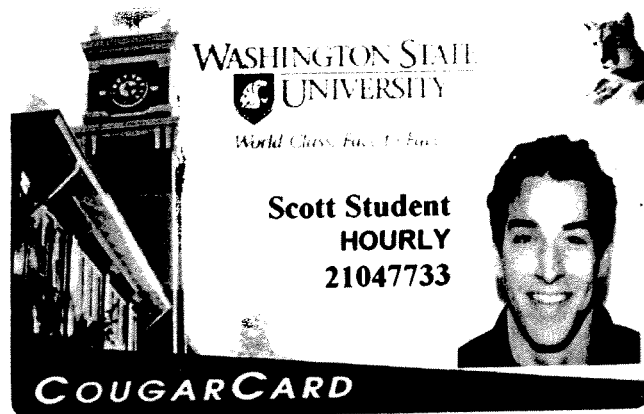
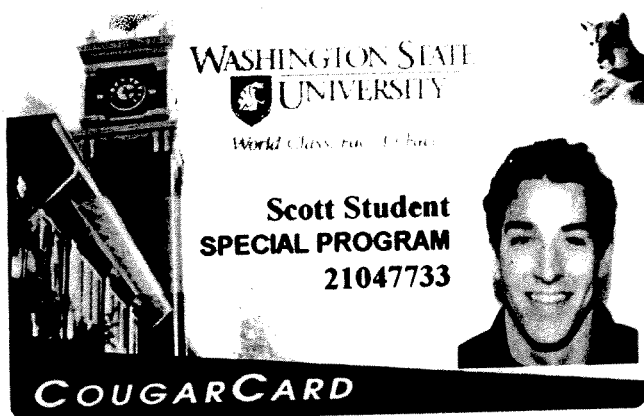
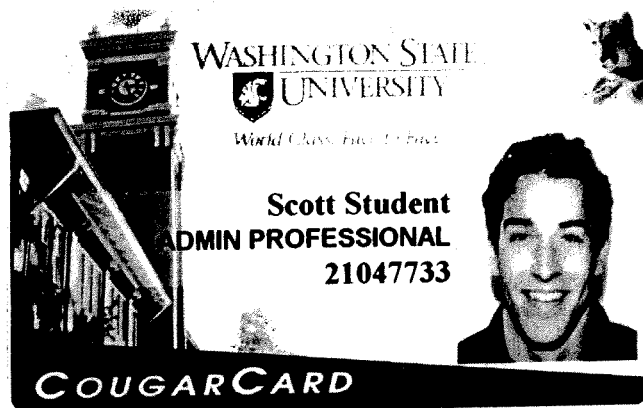
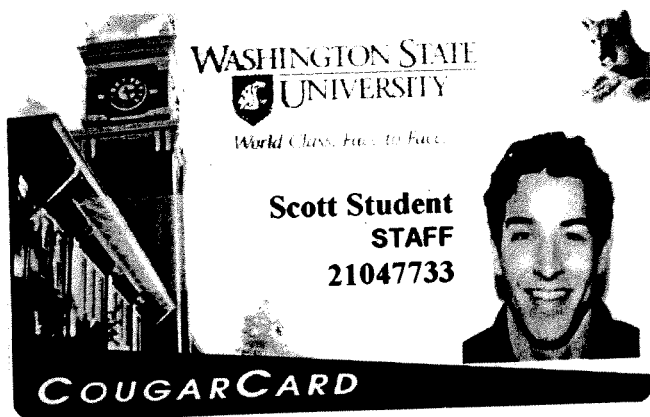
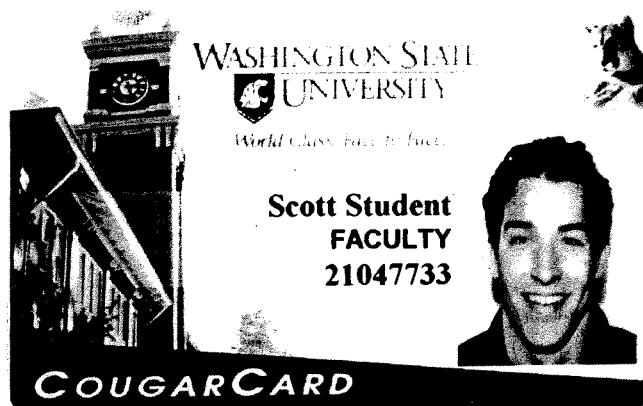
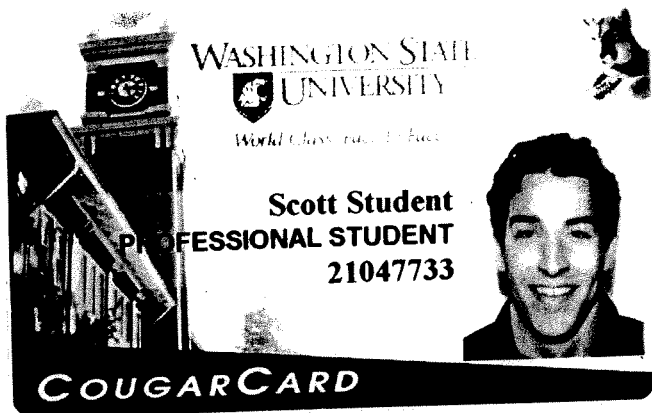
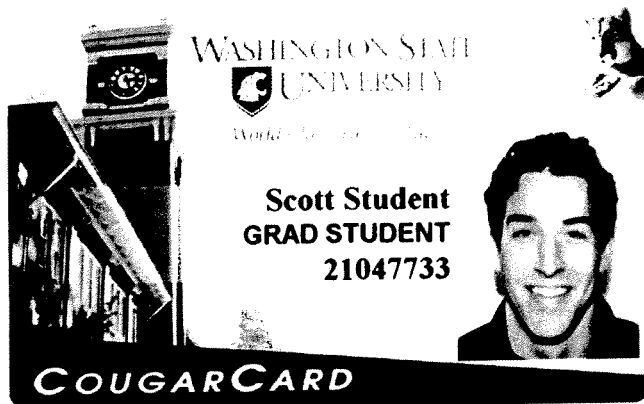
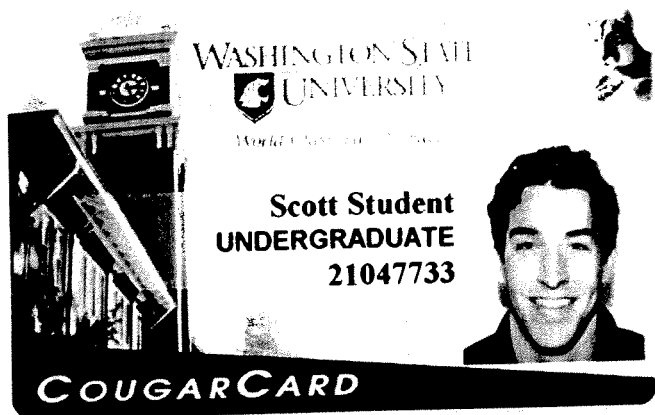
expect more from a text!



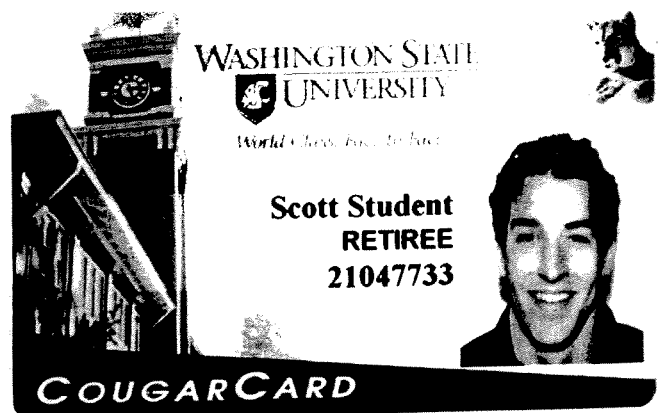
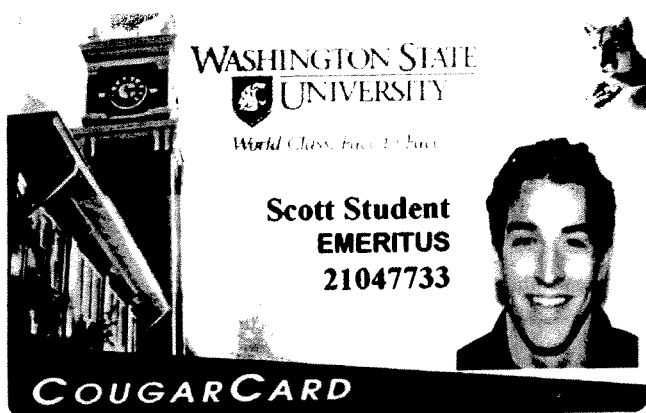
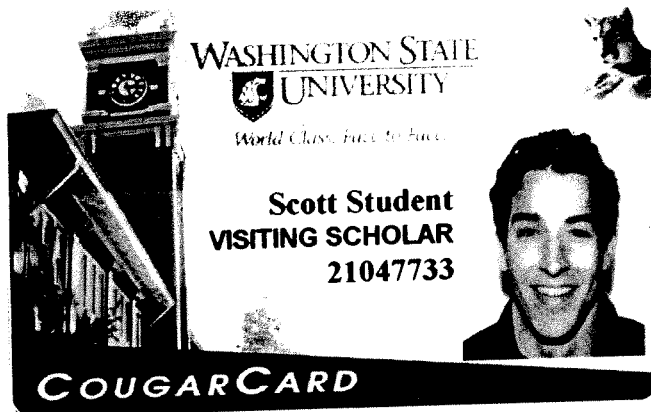
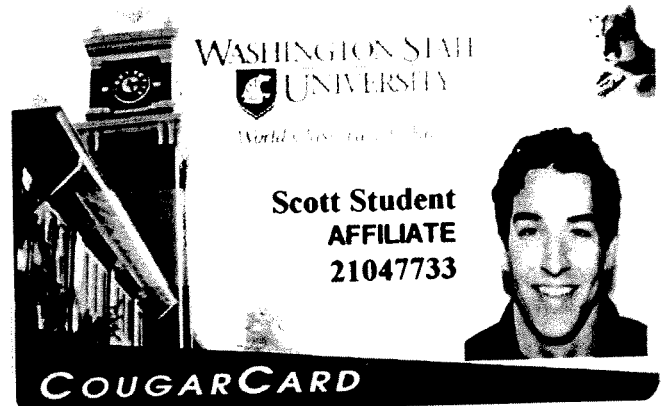
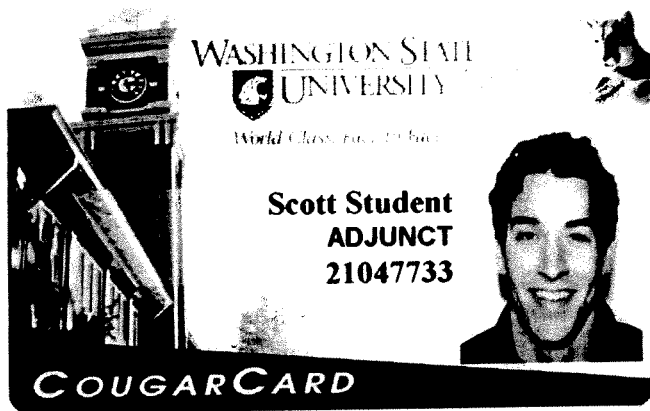
PM/SAT SOUTH



The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



The following WSU ID Cards are valid for boarding a Pullman Transit bus or van.



The following older versions of WSU ID Cards are valid for boarding a Pullman Transit bus or van. This includes all the classifications of card holders that are shown on pages 1 and 2 in Appendix "B".

Washington State University



UNDERGRADUATE

12345678

C O U G A R C A R D

Washington State
University



CURRENT
PATRON

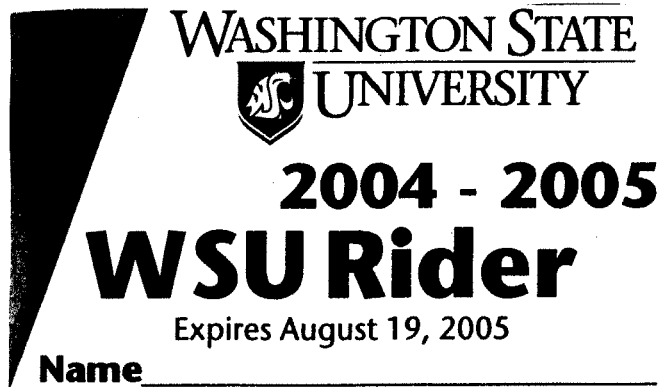
Student U
99999999

John Doe



COUGAR CARD

The following WSU Rider Card is valid for boarding a Pullman Transit bus or van.



The following WSU ID Card is NOT valid for boarding a Pullman Transit bus or van.

