7. A PUBLIC HEATING TO CONSIDER SERVICE FOR TRANSIT'S A ROUTE.

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

READING OF RESOLUTION NO. R-49-11

A RESOLUTION AUTHORIZING THE TERMINATION OF THE PULLMAN TRANSIT A-ROUTE SERVICE FROM 3:50 P.M. TO 5:50 P.M. AND REALLOCATION OF ITS OPERATING HOURS TO SUPPLEMENT J-ROUTE SERVICE.

OPEN PUBLIC HEARING

CLOSE PUBLIC HEARING

DISCUSSION

ACTION TAKEN

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 7/19/11

ACTION REQUESTED:

That the City Council hold a Public Hearing to discuss the termination of the A-Route which operates from 3:50 p.m. to 5:50 p.m., Monday through Friday and by resolution approve the termination of the A-Route and reallocate those hours to supplement the J-Route.

BACKGROUND:

Please see the attached staff report for more detail.

RECOMMENDATION:

Hold a public hearing , by resolution, approve the termination of the A-Route and reallocate the two hours it operates to supplement the J-Route from 4:05 p.m. to 6:05 p.m.

FISCAL IMPACT : $_____

SUBMITTED BY:
Name Rod Thornton
Title Transit Manager
Dept. Public Works/Transit

ATTACHMENTS FOR COUNCIL REVIEW/ACTION
1. Resolution No. R-49-11
2. Staff Report

REVIEWED BY:	Initial	Date
Department Head	MW	7/12/11
City Supervisor		7/15/11
City Attorney (As to form)	maj	7-12-11

S.R. #55

RESOLUTION NO. R- 49 -11

A RESOLUTION AUTHORIZING THE TERMINATION OF THE PULLMAN TRANSIT A-ROUTE SERVICE FROM 3:50 P.M. TO 5:50 P.M. AND REALLOCATION OF ITS OPERATING HOURS TO SUPPLEMENT J-ROUTE SERVICE.

WHEREAS, Pullman Transit changed A-Route service and implemented a new E-Route service in response to a 2009 WSU street revision; and,

WHEREAS, Pullman Transit subsequently implemented additional changes to the A-Route and the E-Route in response to rider concerns; and,

WHEREAS, Pullman Transit now reports minimal use of the A-Route service from 3:50 p.m. to 5:50 p.m.; and,

WHEREAS, a public hearing regarding service changes or termination is required prior to implementation; and,

WHEREAS, on June 28, 2011, the City Council, in Resolution R-40-11, set July 19, 2011, as the date for a public hearing to consider and consider and take action on terminating the Pullman Transit A-Route service from 3:50 p.m. to 5:50 p.m.; and,

WHEREAS, after numerous adjustments to the route and frequency, the ridership never increased to a viable level; and,

WHEREAS, after considering council and citizen input, Pullman Transit recommends termination of the A-Route service from 3:50 p.m. to 5:50 p.m.; now, therefore,

IT IS HEREBY RESOLVED that the Pullman Transit A-Route service be terminated from 3:50 p.m. to 5:50 p.m. and that the operating hours be reallocated to supplement the J-Route service.

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

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2011.

DATED this _____ day of _____, 2010.

_____
Mayor Glenn A. Johnson

ATTEST:

_____
Finance Director
William F. Mulholland

Approved as to Form:

_____
City Attorney Laura D. McAloon

CITY OF PULLMAN

Pullman Transit and Dial-A-Ride

775 N.W. Guy Street, Pullman, WA 99163
Transit (509) 332-6535 Dial-A-Ride (509) 332-5471
Fax (509) 332-6590 www.pullmantransit.com

Date: July 18, 2011

MEMORANDUM

To: Mayor and City Council

From: Rod Thornton, Transit Manager

Subject: Terminating the Afternoon A-Route and Reallocating the Operating Hours to the J-Route

In 2009, WSU made dramatic changes to the Campus and Thatuna area, making the loop one-way and improving flow for the buses and pedestrians. However, the changes forced Pullman Transit to redesign a number of its routes that served this stop. The A-Route, which was the primary north side community route, was no longer able to access this area and was routed away from this stop. As an alternative, we created the E-Route, which served the same areas as the A-Route but had access to the Campus and Thatuna stop. The A-Route operated all day and E-Route operated only during peak times, 7:20 a.m. to 9:20 a.m. and from 3:50 p.m. to 5:50 p.m. Many of our riders did not like the changes, since riding the A-route meant no access to this stop. As a result of rider concerns, for the 2010-2011 school year we decided to operate the E-Route all day and A-Route during peak times.

This worked well except for the A-Route in the afternoon. During the two hours we provided the A-Route in the afternoon, 3:50 p.m. to 5:50 p.m., the average ridership was only 27 rides per day. As a result of the decline in ridership on the afternoon shift we would like to recommend it be terminated and reassign its hours to another route. Since this service is a fixed-route service, the City Council is required to hold a public hearing to discuss the route and its performance before it can be formally terminated.

Once the two hours are freed up, we will reassign them to the J-Route in the afternoon and operate a second bus on this route from 4:05 p.m. to 6:05 p.m. We are making this recommendation, due to the fact that the J-Route had tremendous difficulty maintaining its schedule. During the last year it ran 15 to 20 minutes late during this time almost every day and on numerous days had to drop a loop to get back on schedule. With the J-Route being routinely late, the other routes soon fell behind when they had to wait for transfers, and eventually all of the community routes, A, E, I, and J-Routes were all behind schedule and some days all often had to drop loops, leaving large gaps in the service for everyone. As a result, not only were the J-Route riders late getting home, but everyone who rode home at this time was late or had to wait for long periods to catch late buses

and this frustrated everyone.

We had numerous riders express concern about being late. If we can improve its reliability we can gain back the riders we lost from prior years due to the bus being so late. If we add these two hours to the J-Route and eliminate the other routes waiting for transfers, we can improve the reliability of the system as a whole. We have not found a way to reduce the length of the J-Route to make up for the delays, but by reassigning these two hours to the J-Route, it should never be more than 15 minutes behind schedule and that will at least give riders confidence they will get home at a reasonable time.

Daily A-Route Ridership 2010-2011 WSU School Year

ROUTE	RIDERSHIP	DAYS IN MONTH2	HOURS PER DAY	AVE PER DAY	AVE PER HOUR2
A-1 August	876	9	2	97.3	48.7
A-2 August	278	9	2	30.9	15.4
	0		0		
A-1 Sept	2113	21	2	100.6	50.3
A-2 Sept	611	21	2	29.1	14.5
A-1 Oct	1834	21	2	87.3	43.7
A-2 Oct	540	21	2	25.7	12.9
A-1 Nov	1442	17	2	84.8	42.4
A-2 Nov	464	17	2	27.3	13.6
A-1 Dec	858	13	2	66.0	33.0
A-2 Dec	318	13	2	24.5	12.2
A-1 Jan	1093	15	2	72.9	36.4
A-2 Jan	413	15	2	27.5	13.8
A-1 Feb	1363	19	2	71.7	35.9
A-2 Feb	510	19	2	26.8	13.4
A-1 Mar	996	18	2	55.3	27.7
A-2 Mar	445	18	2	24.7	12.4
A-1 Apr	1101	21	2	52.4	26.2
A-2 Apr	505	21	2	24.0	12.0
Operates 7:20 am to 9:20 am					
A-1 TOTAL	11676	154	2	75.8	37.9
Operates 3:50 pm to 5:50 pm					
A-2 TOTAL	4084	154	2	26.5	13.3

J-Route Ridership

Month	2009-2010 School Year			Month	2010-2011 School Year		
	J-Route	Ave/Day	Ave/Hr		J-Route	Ave/Day	Ave/Hr
Aug-09	5,596	700	64	Aug-10	5,292	588	53
Sep-09	14,707	700	64	Sep-10	12,931	616	56
Oct-09	15,643	711	65	Oct-10	13,829	659	60
Nov-09	10,628	709	64	Nov-10	10,473	655	60
Dec-09	9,147	653	59	Dec-10	7,195	553	50
Jan-10	11,043	789	72	Jan-11	9,800	653	59
Feb-10	14,873	783	71	Feb-11	11,194	560	51
Mar-10	9,738	541	49	Mar-11	9,863	548	50
Apr-10	14,822	674	61	Apr-11	11,859	565	51
May-10	2,434	487	44	May-11	2,206	441	40
Total	108,631	688	63		94,642	595	54

8. AN ORDINANCE AMENDING THE BUDGET.

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

READING OF ORDINANCE NO. 11-10

AN ORDINANCE AMENDING ORDINANCE NO. 10-28 ADOPTED DECEMBER 7, 2010, AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2011".

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

DISCUSSION

ACTION TAKEN

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: July 19, 2011

ACTION REQUESTED

Approve request for amendments to the Library, Police and Protective Inspections budgets.

BACKGROUND

At the June 7, 2011, Council meeting, Council authorized Mark Workman to extend the funding for the remainder of the year for an inspector in Protective Inspections that had only been funded to June 30th.

Police received funding from the Quad Cities Task Force and ATVP, as well as a grant for radars from WASPC

The Library released funds from the reserve account. An amendment is necessary to recognize the resultant expenditures. The library also reduced its donation expectations by $20,000.

RECOMMENDATION

Approve the request to decrease revenues for 2010 $3,833 in the General Fund

Approve the request to increase the 2010 General Fund Police budget by $2,000, Library expenditures by $17,137 and Protective Inspections by $35,499.

FISCAL IMPACT

$58,469 decrease in General Fund balance

BARS Code Number

SUBMITTED BY
Name: William F. Mulholland
Title: Finance Director
Department: Finance

ATTACHMENTS FOR COUNCIL REVIEW/ACTION
1. Ordinance 11- 10

REVIEWED BY

	Initial	Date
Department Head	WM	7/11/11
City Supervisor	WM	7/15/11
City Attorney (As To Form)	[signature]	7-15-11

ORDINANCE No. 11- 10

AN ORDINANCE AMENDING ORDINANCE NO. 10-28 ADOPTED DECEMBER 7, 2010, AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2011".

WHEREAS, RCW 35 A.33.090 establishes the procedure for the City Council to amend the annual budget of the City if an urgency or emergency, which could not be reasonably foreseen at the time of the adoption of the annual budget, requires the expenditure of money not provided for in the annual budget; and

WHEREAS, RCW 35A.33.090 requires the City Council, before allowing any expenditure of money not provided for in the adopted annual budget, to adopt an ordinance stating the facts constituting the urgency or emergency and the estimated amount to be appropriated from the City budget required to meet the emergency; and

WHEREAS, the City Council of the City of Pullman has permitted all citizens of the City of Pullman to appear and testify for or against the adoption of this emergency budget ordinance;

NOW THEREFORE, the City Council of the City of Pullman does hereby ordain:

SECTION 1: The City Council of the City of Pullman hereby declares that an urgency and emergency exists requiring the amendment of the 2011 City Budget based upon the facts as set forth in the memorandum from the Finance Director attached hereto as Exhibit "A".

SECTION 2: The City Council hereby appropriates $54,636 to meet the requirements for city expenditures that were not anticipated at the time of the adoption of the 2010 city budget as outlined in the summary of proposed expenditures prepared by the Finance Director attached hereto as Exhibit "B". The City Council further reduces the city Revenue Budget by $3,833 as shown on Exhibit "B".

SECTION 3: This ordinance shall be in full force and take effect five (5) days from and after its publication, or a summary thereof is published, in The Daily News the official newspaper of the city of Pullman.

PASSED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2009.

SIGNED by the Mayor in Authentication and Approval Thereof on the _____ day of _____, 2011.

_____
Mayor Glenn A. Johnson

ATTEST:

_____
Finance Director
William F. Mulholland

Approved as to Form:

_____
City Attorney Laura D. McAloon

Summary published: _____

City of Pullman
Finance Department

Memo

To: Mayor, City Council, and City Supervisor

From: William F. Mulholland, Finance Director

Date: July 19, 2011

Re: 2011 Budget Amendment

This is a request for amendment of the 2011 Expenditure Budget for the following amounts by fund: General Fund $54,636. State law requires that the City Council declare that an urgency and emergency exists requiring the amendment of the adopted 2011 City Budget to provide for expenditures that were not anticipated at the time of the 2011 City Budget, and that the proposed budget amendment pass by a vote of one more than a majority. The 2011 Revenue Budget is also requested to be reduce by $3,833 as shown on Exhibit "B".

The expenditure amendment requests are for the following:

- Police is requesting an amendment of $2,000 for radars
- Library is requesting and amendment of $17,137 for books and services.
- Protective Inspections is requesting $35,499 to fund and inspector for the second half of the year.

The revenue amendment is for the following:

- Police is requesting an amendment of $16,167 for radars and other overtime reduction grants.
- Library is requesting a reduction in Donation revenue of $20,000. This is the result of an incorrect amount in the original budget.
- The net revenue effect is a reduction of $3,833.

Exhibit A

Budget Amendment 7/19/2011

			General Fund
Revenues			
ATVP Stop Grant-Overtime		001.333.16.72.00	2,500.00
Quad Cities Drug TaskFforce		001.333.16.73.80	11,667.00
WASPC Equipment Grant (Radars)		001.333.20.60.01	2,000.00
Library-Donations		001.367.00.40.00	-20,000.00
Total Revenues			-3,833.00
Expenditures			
Police	Minor Equipment	001.2100.521.71.35.00	2,000.00
Protective Inspections			
	Salary	001.2400.524.20.11.00	26,862.00
	Overtime	001.2400.524.20.12.00	388.00
	Benefits	001.2400.524.20.22.00	8,249.00
			35,499.00
Library	Professional Serv's.-Database	001.7200.572.21.35.00	2,500.00
	Professional Serv's.-Programming	001.7200.572.21.41.40	8,747.00
	Adult Books	001.7200.572.21.64.01	1,075.00
	Juvenile Books	001.7200.572.21.64.02	500.00
	Adult Non-Print Materials	001.7200.572.21.64.07	2,815.00
	Juvenile Non-Print Materials	001.7200.572.22.31.00	1,500.00
			17,137.00
Total Expenditures			54,636.00
Net Affect Fund Balance Increase (Decrease)			**(58,469.00)**

Exhibit B

9. A RESOLUTION AUTHORIZING AN AGREEMENT WITH WSU FOR PUBLIC TRANSPORTATION.

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

READING OF RESOLUTION NO. R-50-11

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 2011-2012 SCHOOL YEAR.

DISCUSSION

ACTION TAKEN

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of 7/19/11

ACTION REQUESTED:

By resolution, approve the 2011/2012 agreement for use of the city of Pullman public transportation system by Washington State University (WSU) and the expansion of service on the PM South and Express routes.

BACKGROUND:

See attached staff report for more detail

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 2011/2012 School Year and approving additional service on the PM South and Express routes.

FISCAL IMPACT : $ 1,588,124

SUBMITTED BY:
Name Rod Thornton
Title Transit Manager
Dept. Public Works/Transit

ATTACHMENTS FOR COUNCIL REVIEW/ACTION
1. Resolution No. R-50-11
2. Staff Report

REVIEWED BY:	Initial	Date
Department Head	MW	7/12/11
City Supervisor		7/15/11
City Attorney (As to form)		7-12-11

RESOLUTION NO. R- 50 -11

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 2011-2012 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 _____, 2011.

DATED this _____ day of _____, 2011.

_____
Mayor Glenn A. Johnson

ATTEST:

_____
Finance Director
William F. Mulholland

Approved as to Form:

_____
City Attorney Laura D. McAloon

2011-2012 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:

EXHIBIT "A"

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, and includes Late Night Service.

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, Winter, and Spring vacations, and Summer session.

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) 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 2011-2012 academic year as described in Appendix "A" for the A, I, J, E, Express, PM North/South, and Saturday North/South Fixed Route Service, Home Football Game Day 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 18, 2011 to May 6, 2012 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 Monday through Friday on the Express Route 1 and Express Route 2 so that a transit bus departs from the Colorado St stop and the Thatuna St and Campus St stop, respectively, with two-way routing creating a shuttle service on campus with six buses about every 4 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 transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the PM North Route and the PM South Route, respectively, about every 30 minutes from 5:30 PM to 12:30 AM.

3.3.2 Providing Saturday Fixed Route Service so that a transit bus departs the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North

Route and the Saturday South Route, respectively, about every 30 minutes from 9:00 AM to 12:00 AM. During WSU's Thanksgiving, Winter, and Spring vacations, the two buses will depart the Thatuna St and Campus St stop and the Colorado St stop to service the Saturday North Route and the Saturday South Route, respectively, about 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 and Saturday nights so that a transit bus departs the Thatuna St and Campus St stop to service the Midnight North Route and the Midnight South Route every 30 minutes from 12:30 AM to 3:00 AM on Friday nights and from 12:00 AM to 3:00 AM on Saturday nights.

3.3.4 Providing Home Football Game Day service with normal Saturday North/South routes operating from 9:00 am to 3:00 am, two Express 2 routes, A route, and H route operating from three hours before the game, during the game, and for one and a half hours 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, Winter, and Spring vacations 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 18, 2011 to December 16, 2011 (Fall Semester) except for those periods described in this section.

The parties will meet, pursuant to Section 5.2 herein, on or before November 4, 2011 to discuss changes in levels of service, if any, for the period of January 9, 2012 to May 6, 2012 (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 2011-2012 academic year and during the summer of 2012, August 18, 2011 to August 17, 2012. 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 2011	154,616.10	10%
September 2011	154,616.10	10%
October2011	154,616.10	10%
November 2011	154,616.10	10%
December 2011	154,616.10	10%
January 2012	154,616.10	10%
February 2012	154,616.10	10%
March 2012	154,616.10	10%
April 2012	154,616.10	10%
May 2012	154,616.10	10%
Total Fee	$1,546,161.00	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 $74.70 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 $105.40 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 2011-2012 school year (August 18, 2011 to May 6, 2012). 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 Security Personnel, 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 $13.99 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 5th day of November 2011 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 2012 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 and Transportation 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:	TO WSU:
Transit Manager	Director, Parking and Transportation
City of Pullman	P.O. Box 645500
775 NW Guy Street	Washington State University
Pullman, WA 99163	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 18, 2011 and ending August 16, 2012 (the "Term") unless either party delivers written notice to the other party prior to the last business day observed by CITY in November of 2011 stating that the delivering party is terminating this Agreement effective as of midnight on December 31, 2011. In the event of such termination, all outstanding fees owed to CITY by WSU must be paid by January 31, 2012.

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 her 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