

RESOLUTION NO. R- 52 -06

A RESOLUTION AUTHORIZING THE EXECUTION OF A NEW INTERLOCAL TRANSIT SERVICE AND FEE AGREEMENT FOR THE 2006-2007 SCHOOL YEAR BETWEEN THE CITY OF PULLMAN AND THE PULLMAN SCHOOL DISTRICT NO. 267 FOR THE PURPOSE OF PROVIDING TRANSPORTATION FOR STUDENTS ON THE PULLMAN TRANSIT SYSTEM.

WHEREAS, the City Council for the city of Pullman has before it an interlocal service and fee agreement for the 2006-2007 school year which is attached hereto and marked as Exhibit "A"; and,

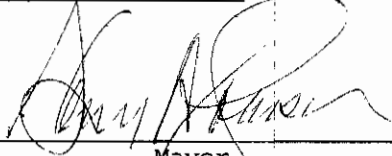
WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said service extension and fee agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the service extension and fee agreement attached hereto and marked as Exhibit "A" and to deliver an executed copy thereof to the Pullman School District.

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 11th day of July, 2006.

DATED this 12th day of July, 2006.



Mayor

ATTEST:



Finance Director

Approved as to form:



City Attorney

FILED

JUL 12 2006

CITY CLERK'S OFFICE
PULLMAN, WASHINGTON

INTERLOCAL AGREEMENT FOR USE OF
PUBLIC TRANSPORTATION SYSTEM

WHEREAS, pursuant to the provisions of R.C.W. 39.33.050 the city of Pullman, a municipal corporation of the state of Washington has developed and does operate a public mass transportation system and therefore has the authority to contract with the legislative body of any other municipal corporation, quasi-municipal corporation or political subdivision of the state of Washington, for the use of all or any part of the City's publicly-owned transportation facilities for such period and under such terms and conditions and upon such rentals, fees and charges as the city of Pullman may determine; and,

WHEREAS, the Pullman School District No. 267 has a need to transport students over some of the same routes which the city of Pullman's mass transportation system operates; and,

WHEREAS, Chapter 39.34 of the Revised Code of Washington, entitled "Interlocal Cooperation Act" permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and,

WHEREAS, the city of Pullman and Pullman School District No. 267 consider it mutually advantageous, pursuant to the authority hereinabove referred to and in order to avoid duplication of services, minimize costs, reduce energy consumption and bring stability to their respective transportation planning processes to enter into a long-term cooperative agreement; now, therefore,

BY THIS AGREEMENT, the city of Pullman, a municipal corporation of the state of Washington (hereinafter referred to as CITY), and Pullman School District No. 267 (hereinafter referred to as SCHOOL), mutually agree as follows:

SECTION 1: GENERAL

- 1.1 Purpose. The purpose of this Interlocal Agreement is to establish certain levels of transportation service which will be mutually acceptable to both SCHOOL and CITY and to establish a fee for student transportation to be remitted by SCHOOL to CITY.
- 1.2 Administration. The administration of the terms of this Interlocal Agreement shall be done in the same manner and by the same agencies and agents as are now administering like functions for both the CITY and SCHOOL. The fee provided for in 2.1, 2.2 and 2.3 shall be negotiated annually by the SCHOOL's Fiscal Services Director and Pullman Transit's Manager. SCHOOL shall remit to CITY monthly all fees for student transportation pursuant to this Interlocal Agreement.
- 1.3 Property. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.
- 1.4 Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no separate or new budget maintained for any joint or cooperative understanding pursuant to this Interlocal Agreement.

SECTION 2: FEES TO CITY

- 2.1 Basic Service for School Year - 2006-2007. SCHOOL agrees to pay CITY the sum of \$90,421 for the 2006-2007 school year for basic transportation services as described in Appendix A.
The sum of \$9,042.10 per month will be paid monthly for ten months, commencing with the month of September 2006 and ending with the month of June 2007, for a total of \$90,421.
- 2.2 If the School District uses the Dial-A-Ride service during the school year or during the summer months (June, July and August), the School District will pay for the service they receive on an hourly basis. If service is needed the

additional amount of service and hourly rate will be agreed to by the School District's Fiscal Services Director and the Transit Manager. For the 2006-2007 school year SCHOOL agrees to pay CITY \$89.29 per hour for service provided. Billing of any Dial-A-Ride service will be provided monthly along with normal billings. The School District will reimburse the City within 30 days of the receipt of billing.

- 2.4 Calculation of Fee. The fee identified in Sections 2.1 and 2.2 of this Interlocal Agreement has been negotiated on the basis of actual costs plus an inflation rate for 2006 to CITY for providing such transportation services for SCHOOL for the academic school year of 2006-2007. The fee to be paid to CITY as set forth in Sections 2.1 and 2.2 of this Interlocal Agreement shall be evaluated annually by CITY and SCHOOL not less than sixty (60) calendar days prior to the opening day of each school academic year and may be subject to change as a result of the aforementioned evaluation. This evaluation will be based upon the actual costs incurred or anticipated to be incurred by CITY in providing the services to SCHOOL and the alternate cost to the SCHOOL if it was to provide its own service. Provided, however, that the fee provided for in Section 2.1 and 2.2 of this Interlocal Agreement shall be not increased during the term of this Agreement unless both CITY and SCHOOL mutually agree to such increase.

SECTION 3: USE OF SERVICE

- 3.1 Use--Fixed-Route Service. During the term of this Agreement and consistent with any extensions or modifications subsequently made thereto riders eligible for the fixed-route transportation service will be those students living farther than one mile from their respective school. These students may use any fixed-route service of Pullman Transit at any time the service operates without the payment of a fare upon

boarding by displaying to the transit bus driver a valid School District issued transit pass.

3.2 Use--Dial-A-Ride Service. During the term of this Agreement and consistent with any extensions or modifications subsequently made thereto riders eligible for Dial-A-Ride transportation service will be those students who to the satisfaction of representatives of CITY satisfy the requirements established by CITY for use of the Dial-A-Ride service. These students may use the Dial-A-Ride service of Pullman Transit to get to and from their respective schools in the morning and afternoon and during the normal operating hours of their respective schools 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.

3.3 Refusal of Use. Notwithstanding the provisions of 3.1 and 3.2, 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 in the opinion of the driver of that vehicle is 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 period of time and upon such conditions as CITY in its sole discretion considers appropriate consistent with the safe and orderly operation of Pullman Transit.

SECTION 4: LEVELS OF SERVICE

4.1 Pass Usage. Transit Student Passes are non-transferable and any holder of a valid and current Transit Student Pass shall have unlimited ridership privileges on the regularly scheduled public mass transit system of CITY Monday through Friday. Passes are not valid for riding any of Pullman Transit's Saturday service.

- 4.2 Level of Service. CITY is not obligated to provide any special transportation service to SCHOOL other than what is expressly agreed upon by both parties. As nearly as possible CITY will operate its public mass transportation system regularly scheduled service in such a manner so that levels of service will be acceptable to SCHOOL for servicing SCHOOL'S peak demands. It is recognized that SCHOOL'S peak demands occur between the hours of 6:50 a.m. and 9:50 a.m., and from the hours of 2:50 p.m. and 5:50 p.m., on normal school days occurring during the regular One Hundred Eighty day academic year. CITY will attempt to prevent overcrowding whenever possible. When severely inclement weather such as heavy snow or extreme cold occurs in November, December, January, or February, CITY will provide an extra bus in the afternoon service to Lincoln Middle School if ridership demand exceeds normal service capacity.

SECTION 5: DURATION AND TERMINATION

- 5.1 Duration. This Interlocal Agreement shall remain in full force and effect for a period of five years after the date on which the last of the parties hereto has signed this Interlocal Agreement, unless either the CITY or SCHOOL notifies the other party in writing of termination as provided in Section 5.2 of this Interlocal Agreement. Neither CITY or SCHOOL may give Notice of Termination of this Interlocal Agreement nor can this Interlocal Agreement be terminated unless the decision to terminate is based upon a significantly unforeseen event, which has arisen since the execution of this Agreement and the impact of which places an undesirable or unreasonable burden on either CITY or SCHOOL.
- 5.2 Termination Notice. Any Notice of Termination of this Interlocal Agreement must be received by the other party no later than thirty (30) calendar days preceding the date of the regular agenda of the respective legislative bodies of

the CITY or SCHOOL at which official action could be taken pursuant to the Notice of Termination. Failure of either party to notify the other of such termination within thirty (30) calendar days of the commencement of classes for any academic year shall cause this Interlocal Agreement to automatically renew for the twelve (12) month segment of the period of this Agreement which encompasses the immediately forthcoming academic year. Either party may terminate this Agreement at any time due to emergency circumstances beyond its control.

SECTION 6: NOTICE

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

TO CITY:

Mayor, City of Pullman

325 SE Paradise St Pullman School District
Pullman, Washington 99163

TO SCHOOL:

Superintendent

240 SE Dexter
Pullman, WA 99163

SECTION 7: RATIFICATION AND FILING

7.1 Ratification. Each of the participating parties will activate this Interlocal Agreement by passing an appropriate Resolution or Motion, which will incorporate by reference the provisions hereof.

7.2 Filing. Upon the execution of this Interlocal Agreement by CITY and SCHOOL an original thereof shall be filed with the City Clerk for the city of Pullman, the Whitman County Auditor as required by the provisions of R.C.W. 39.34.040 and SCHOOL.


IN WITNESS WHEREOF, the parties hereto have set their names and official seals by their duly authorized officers the day and

year indicated by the signatories.

CITY OF PULLMAN, a municipal PULLMAN SCHOOL DISTRICT NO. 267,
corporation of the state of a municipal subdivision of the
Washington, State of Washington



Mayor



Superintendent

ATTEST:

ATTEST:



Finance Director

Clerk/Secretary

Dated this 12th day of July 2006,
2006,

Dated this 28th day of June
2006.