

CITY OF EVERETT
INTERMODAL TRAVELER KIOSK LOCATIONS
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 1ST day of June, 2004 ("Effective Date"), by and between the **CITY OF EVERETT** (hereinafter called "**CITY**") and **WHATCOM COUNCIL OF GOVERNMENTS** (hereinafter called the "**COG**").

WITNESS THAT:

WHEREAS, the CITY and the COG desire to jointly participate in a project entitled the Intermodal Traveler Kiosk Project, and,

WHEREAS, The COG has obtained limited federal funding to plan, procure and place traveler information kiosks, and,

WHEREAS, it is beneficial to the region's community to establish such kiosks at the CITY's Everett Station, and

WHEREAS, RCW 39.34 provides for interlocal cooperation between governmental entities and authorizes interlocal agreements to accomplish mutually beneficial purposes in the public interest;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to define an appropriate location for two kiosks on CITY owned property, to establish installation and maintenance responsibilities for the kiosks and to define a time frame for this agreement.
2. **FINANCING.** COG shall provide a ready-to-install wall-mounted kiosk and \$3,000 of local funds towards the acquisition cost of a floor-mounted kiosk. Payment will be made after installation of the floor-mounted kiosk.

3. **ADMINISTRATION.** The CITY shall administer the installation phase of the wall-mounted kiosk, the acquisition and installation phases of the floor-mounted kiosk and maintenance and liability for both kiosks. COG shall administer all other aspects of the project. The parties are not creating any new or separate organization or entity to administer the provisions of this agreement.
4. **INSTALLATION.** The CITY, upon taking delivery of the kiosk structures, will install such structures at its cost in or near the Everett Station in locations approved or accepted by both parties and so as to be readily viewed by the traveling public, and in a timely manner, which in no case should exceed ninety days from date of receipt.
5. **OWNERSHIP AND MAINTENANCE.** The CITY shall own and maintain the physical structure of the kiosks. The CITY shall arrange for maintaining current information displayed on, or within the kiosks.
6. **TERM.** This agreement shall commence on the Effective Date written above. Notwithstanding the date of execution hereof, this Agreement shall terminate by its own terms on December 31, 2014, coincidental with the ten-year average design life of the kiosks, unless the Agreement is terminated or extended by the parties pursuant to the terms herein.
7. **PROPERTY.** No real property shall be acquired or held under this Agreement. Any and all plans, drawings, notes, and other documents drafted by the parties pursuant to this Agreement shall be shared jointly between the parties.
8. **MODIFICATION AND TERMINATION.**
 - 8.1 *Modification.* Any change, addition or other modification to this Agreement shall not be valid or binding upon any party hereto unless such change, addition or modification is in writing and executed by an authorized representative of the parties hereto.
 - 8.2 *Termination.* Either party hereto may terminate this Agreement by written notification.

9. **REDUCTION IN FUNDING.** In the event that funding is withdrawn, reduced or limited in any way by the Federal Highway Administration after the effective date of this Agreement, and prior to the Agreement's normal completion, the COG may reduce availability of kiosk units hereunder in proportion to the funds withdrawn, reduced or limited. If the level of funding withdrawn, reduced or limited is so great that the parties jointly deem the continuation of this Agreement is no longer desirable, the parties may summarily terminate this Agreement.

10. **ASSIGNMENT.** The parties hereto shall not assign or delegate any or all duty, obligation, right or interest in this Agreement.

11. **MISCELLANEOUS PROVISIONS.**

11.1 *Entire Agreement.* This document is the complete and exclusive agreement among the parties. It supersedes all oral or written proposals and/or other communications among the parties regarding this project.

11.2 *Severability.* If any provision of this Agreement is held to be invalid, illegal or unenforceable for whatever reason, that shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this Agreement.

11.3 *Status of Employees.* This Agreement shall not create any employment or worker's compensation rights, duties or obligations. No agent, employee or other representative of the parties shall be deemed an employee of any other party hereto for any reason.

11.4 *Status of Agreement.* This interlocal agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the parties. Those other agreements continue in effect according to the terms of those agreements.

11.5 *Rights and Remedies.* The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law.

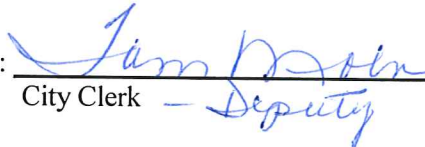
11.6 *Third Parties.* The parties do not intend to create any rights or benefits in any entity, organization or person that is not a party hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

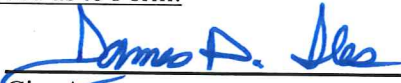
CITY OF EVERETT

By: 
Ray Stephanson, Mayor

Address: 2930 Wetmore Avenue
Everett, Washington 98201

Attest: 
City Clerk - Deputy

Approved as to Form:

By: 
City Attorney

JAMES D. ILES

WHATCOM COUNCIL OF GOVERNMENTS

By: 
James G. Miller, Executive Director