

**INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNCIL OF GOVERNMENTS
AND
WHATCOM TRANSPORTATION AUTHORITY
FOR
THE ACCESSIBLE TRANSPORTATION COMMUNITIES INITIATIVE
PROJECT**

PROJECT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Whatcom Transportation Authority ("WTA") and Whatcom Council of Governments ("WCOG").

RECITALS

WHEREAS, Whatcom Transportation Authority and Whatcom Council of Governments recognize the importance of providing accessible fixed-route and paratransit service location stops for riders; and

WHEREAS, WCOG has secured funding from Easter Seals Inc. to improve transportation access with the ultimate goal of enhancing the quality of life for children, families, caregivers and older adults; and

WHEREAS, Whatcom Transportation Authority will benefit in improved rider access at select fixed route and paratransit service location stops; and

WHEREAS, RCW Chapter 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:

TERMS AND CONDITIONS

I. PURPOSE. The purpose of this Agreement is to provide funding to WTA to implement the fixed route and paratransit service location stop site improvements described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.

II. FINANCING. WCOG shall reimburse WTA up to \$85,235 toward the implementation of the site improvements outlined in Exhibit A.

III. ADMINISTRATION. WTA shall administer the implementation of the project. The parties are not creating any new or separate organization or entity to administer the provisions of this Agreement.

IV. TERM OF AGREEMENT. Notwithstanding the date of execution hereof, this Agreement shall terminate by its own terms on November 30, 2018, or upon completion of the site improvements, whichever is earlier, unless the Agreement is terminated or extended by the parties pursuant to the terms herein.

V. PROPERTY. No real property shall be acquired or held under this Agreement. Any and all plans, drawings, notes, and other documents drafted by the planning consultant shall be shared jointly among the parties.

VI. MODIFICATION AND TERMINATION.

6.1 *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.

6.2 *Termination.* The parties hereto may terminate this Agreement by written agreement of all parties hereto, which shall be executed by an authorized representative of each party.

VII. REDUCTION IN FUNDING. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to WCOG budgetary constraints, and prior to the Agreement's normal completion, WCOG may reduce its payment due 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 and WCOG will reimburse WTA for project obligations incurred prior to the termination date.

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

IX. MISCELLANEOUS PROVISIONS.

9.1 *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.

9.2 *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.

9.3 *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.

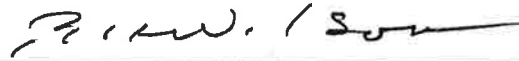
9.4 *Status of Agreement.* This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the parties. Those other agreements continue in effect according to the terms of those agreements.

9.5 *Rights and Remedies, Attorneys' Fees.* The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs from the other party.

9.6 *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.

9.7 *Approval.* Each party warrants that entry into this Agreement has been approved by appropriate ordinance, resolution or otherwise as allowed, by law of the governing body of the participating party.


EXECUTED, this the 10th day of May, 2018, for the **WHATCOM COUNCIL OF GOVERNMENTS**:



Robert H. Wilson, Executive Director

EXECUTED this the 17th day of May, 2018, for **WHATCOM TRANSPORTATION AUTHORITY**:

Attest:



Vicki G. Esser, Clerk of the Board
Approved as to form:



Peter L. Stark
General Manager

