

**INTERLOCAL AGREEMENT BETWEEN
WHATCOM TRANSPORTATION AUTHORITY
AND
WHATCOM COUNCIL OF GOVERNMENTS
FOR
METROPOLITAN TRANSPORTATION PLANNING MATCHING FUNDS**

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

RECITALS

WHEREAS, COG is the Metropolitan Planning Organization for the Whatcom Metropolitan Planning Area; and,

WHEREAS, WTA provides publicly funded service within the Whatcom County Public Transportation Benefit Area; and,

WHEREAS, WTA and COG have formalized the roles and responsibilities of carrying out their respective metropolitan transportation planning and programming requirements in an Agreement Relating to Mutual Responsibilities in Carrying Out the Metropolitan Transportation Planning Process in the Whatcom Council of Governments Metropolitan Planning Area, #GCB1993, between them and the Washington State Department of Transportation ("Agreement #GCB1993), a true and correct copy of which is attached hereto and incorporated by reference as Exhibit A; and,

WHEREAS, Agreement #GCB1993 superseded and replaced the prior Transportation Planning Agreement between WTA and COG dated November 7, 2008; and,

WHEREAS, COG receives Federal Transit Administration (FTA) funding for metropolitan transportation planning that requires non-federal matching funds; and,

WHEREAS, under Agreement #GCB1993 it is contemplated that WTA will administer the sub-allocation of certain federal funds to COG; 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:

TERMS AND CONDITIONS

- I. PURPOSE.** The purpose of this Agreement is to provide financial assistance to COG for completion of the planning and programming requirements described in Agreement #GCB1993.
- II. FINANCING.** The WTA recognizes that the FTA sets the amount of funding available to the COG for metropolitan transportation planning related work annually, and agrees to pay the required 13.5% local match for those funds. COG shall bill WTA annually at the end of each federal fiscal year.
- III. ADMINISTRATION.** The COG shall administer the planning and implementation of the project as set out under Agreement #GCB1993. 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, the term of this agreement will commence on May 28, 2015, to coincide with Agreement #GCB1993 and remain in effect so long as Agreement #GCB1993 is in effect, unless and until otherwise superseded or rescinded by either or both of the parties.
- 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.* This Agreement shall terminate automatically upon the termination or expiration of Agreement #GCB1933, or otherwise as allowed, including, but not limited to pursuant to Paragraph VII, 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 WTA budgetary constraints, and prior to the Agreement's normal completion, WTA 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

any funds paid by WTA, which have not been obligated to pay for the project will be refunded to WTA.

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.

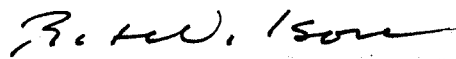
9.3 *Status of Employees.* This Agreement shall not create any employment or worker's compensation rights, duties or obligations. No agent, employee or other representative of the parties shall be deemed an employee of any other party hereto for any reason.

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

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.

EXECUTED, this the 20th day of November, 2015, for the WHATCOM COUNCIL OF GOVERNMENTS:



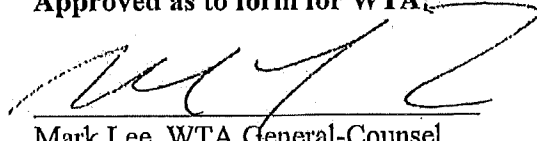
Robert H. Wilson, Executive Director

EXECUTED this the 19 day of November, 2015, for WHATCOM
TRANSPORTATION AUTHORITY:

Attest:


Peter L. Stark, General Manager

Approved as to form for WTA:


Mark Lee, WTA General-Counsel