SKAGIT TRANSIT

INTERMODAL TRAVELER KIOSK LOCATIONS INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of March, 2006 ("Effective Date"), by and between the **SKAGIT TRANSIT** (hereinafter called "**SKAT**") and **WHATCOM COUNCIL OF GOVERNMENTS** (hereinafter called the "**WCOG**").

WITNESS THAT:

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

WHEREAS, The WCOG has obtained limited Surface Transportation Program Enhancement funds (CFDA #20.205) from the Federal Highway Administration to plan, procure and place traveler information kiosks, and,

WHEREAS, it is beneficial to the region's community to establish such a kiosk at the Skagit 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 assist in funding a computerized information kiosk at Skagit Station.

2. **FINANCING**. The WCOG shall reimburse SKAT up to $5,000 for the design, acquisition and installation of a computerized information kiosk.

3. **ADMINISTRATION.** SKAT shall administer all aspects of the Skagit Station kiosk design, acquisition and installation. The parties are not creating any new or separate organization or entity to administer the provisions of this agreement.

4. **OWNERSHIP AND MAINTENANCE.** SKAT shall own and maintain the physical structure of the kiosk. The WCOG shall maintain the Transportation Connections Map website page accessible through the kiosk terminal.

5. **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, 2015, coincidental with the ten-year average design life of the kiosk, unless the Agreement is terminated or extended by the parties pursuant to the terms herein.

6. **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.

7. **MODIFICATION AND TERMINATION.**

   7.1 *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.

   7.2 *Termination.* Either party hereto may terminate this Agreement by written notification.

8. **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 WCOG 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.

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

10. MISCELLANEOUS PROVISIONS.

10.1 *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.

10.2 *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.

10.3 *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.

10.4 *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.

10.5 *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.

10.6 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.

SKAGIT TRANSIT

By: Dale S. O'Brien / Executive Director
Name/Title

WHATCOM COUNCIL OF GOVERNMENTS

By: _____
James G. Miller, Executive Director