

**INTERLOCAL AGREEMENT AMONG AND BETWEEN  
THE PORT OF BELLINGHAM AND  
THE WHATCOM COUNCIL OF GOVERNMENTS**

**INTERMODAL TRAVELER KIOSK PROJECT**

**WHEREAS**, the Port of Bellingham (hereinafter "Port") and the Whatcom Council of Governments (hereinafter "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 Whatcom community to establish such a kiosk at the Port's Fairhaven Station and possibly the Bellingham Cruise Terminal, 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:**

- I. **PURPOSE.** The purpose of this Agreement is to define an appropriate location for one or two, freestanding or wall-mounted kiosks on Port owned properties, to establish installation and maintenance responsibilities and define a time frame for this agreement.
- II. **FINANCING.** COG shall provide ready-to-install kiosk(s).
- III. **ADMINISTRATION.** The Port shall administer the installation phase of this kiosk, any other such kiosk installations on Port property, and maintenance and liability for the kiosk(s). The 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.
- IV. **INSTALLATION.** The Port, upon taking delivery of kiosk structures, will install such structures at its cost in or near the Fairhaven Station and/or Bellingham Cruise Terminal 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. Any other kiosk(s) installed on Port property under this agreement will be treated similarly.
- V. **MAINTENANCE.** The Port shall maintain the physical structure of the kiosk(s), the COG will arrange for maintaining current information displayed on, or within the kiosk(s).

**VI. TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall terminate by its own terms on December 31, 2011, 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.

**VII. 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.

**VIII. 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.

**IX. 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.

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

**XI. 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.

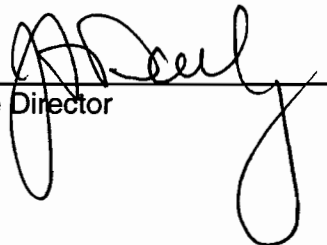
11.3 *Status of Employees.* This Agreement shall not create any employment or worker's compensation rights, duties or obligations. No agent, employee or other representative of the parties shall be deemed an employee of any other party hereto for any reason.

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.

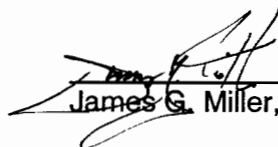
EXECUTED this the 6<sup>th</sup> day of November, 2001, for the **PORT OF BELLINGHAM:**

  
\_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_

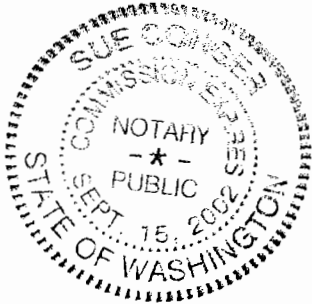
Approved as to form:  
\_\_\_\_\_

EXECUTED, this the 2<sup>nd</sup> day of NOVEMBER, 2001 for the **WHATCOM COUNCIL OF GOVERNMENTS.**

  
\_\_\_\_\_  
James G. Miller, Executive Director

STATE OF WASHINGTON )  
COUNTY OF WHATCOM) ss

I CERTIFY that I know or have satisfactory evidence that JIM DARLING is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of the PORT OF BELLINGHAM to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



11-6-01  
DATED  
Sue Conger  
SIGNATURE OF NOTARY PUBLIC  
Sue Conger  
Name Printed  
Executive Secretary  
TITLE  
9-15-02  
MY APPOINTMENT EXPIRES

STATE OF WASHINGTON )  
COUNTY OF WHATCOM) ss

I CERTIFY that I know or have satisfactory evidence that JAMES G. MILLER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the **WHATCOM COUNCIL OF GOVERNMENTS** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

November 2, 2001  
DATED  
Ron A. Cubellis  
SIGNATURE OF NOTARY PUBLIC  
Ron A. Cubellis  
Name Printed  
WCOB Finance Manager  
TITLE  
11-15-01  
MY APPOINTMENT EXPIRES