

CONTRACTUAL SERVICE AGREEMENT GENERAL COUNSEL

This CONTRACTUAL SERVICE AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington Public Transportation Benefit Area, and BROWNLIE WOLF & LEE, LLP, a Washington State registered Limited Liability Corporation (CONTRACTOR). CONTRACTOR agrees to provide WTA with general legal services. WTA and CONTRACTOR agree to an initial term of three (3) years, commencing on September 1, 2019. WTA may, at its option, execute one (1) extension for an additional term of three (3) years.

WTA and CONTRACTOR agree as follows:

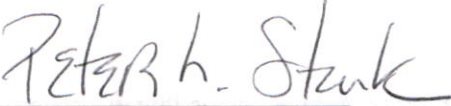
1. The Agreement documents in order of precedence, and the terms and conditions that will govern this Agreement, are set out herein, and in the following documents, which are incorporated by reference:
 - This agreement
 - Federal Terms and Conditions as outlined in Request for Proposal 2019-202 Appendix B, when applicable
 - CONTRACTOR Proposal submitted March 17, 2019
 - The Services by CONTRACTOR will be provided at the following rates:

Mark J. Lee, Partner	\$200.00
Heather A. Wolf, Partner	\$200.00
Simon P. Brownlie, Partner	\$200.00
Haylee J. Hurst, Associate	\$180.00
Erin R. Jajtner, Associate	\$180.00
Suzanne M. Collins, Paralegal	\$95.00
Tonnie E. Pontow, Paralegal	\$95.00
 - Request for Proposal 2019-202 and all Exhibits & Appendices released May 13, 2019
2. CONTRACTOR shall perform all the work required by the scope of work referenced above.
3. No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Agreement shall be effective without prior written consent of WTA's General Manager. Oral changes, amendments or agreements are not permitted and shall not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the Parties. Only WTA's General Manager shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Agreement on behalf of WTA.
4. WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below.
5. Invoices will be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address below. Payment will be made in Net 30 Terms from the date of invoice acceptance.
6. CONTRACTOR shall, throughout the term of this Agreement, be a licensed member in good standing of the Washington State Bar Association (WSBA).
7. The parties agree that this Agreement is the complete expression of the terms. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of the Agreement and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.

8. Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

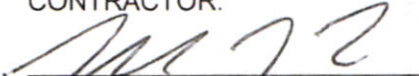
EXECUTED this 5th day of August, 2019

WTA:



Peter L. Stark, General Manager
Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

CONTRACTOR:



Mark Lee, Partner
Brownlie Wolf & Lee, LLC
230 E. Champion Street
Bellingham, WA 98225