

**CONTRACTUAL SERVICE AGREEMENT**  
**FEDERAL LEGISLATIVE CONSULTING SERVICES**

This CONTRACTUAL SERVICE AGREEMENT (Agreement) is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington Public Transportation Benefit Area, and TIMOTHY LOVAIN, in a personal capacity (CONTRACTOR).

WTA and CONTRACTOR agree as follows:

CONTRACTOR hereby agrees to provide WTA with Federal legislative consulting services, for an initial term of seven (7) months to commence on April 30, 2021 and complete on December 1, 2021, pursuant to the following agreed terms and conditions:

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
  - WTA Terms & Conditions called out on Page 2 in Small Purchase Request 2021-232
  - CONTRACTOR Pricing & Qualifications submitted April 14, 2021
  - Small Purchase Request 2021-232
2. CONTRACTOR shall perform all the work called out under "Anticipated Services" within the Small Purchase Request.
3. AGREEMENT total cost will not exceed twenty-five thousand and no US dollars (\$25,000).
4. 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.
5. Notices will be provided to:

<p>WTA ATTN: Procurement 4011 Bakerview Spur Bellingham, WA 98226 <a href="mailto:procurement@ridewta.com">procurement@ridewta.com</a> 360-788-9332</p>	<p>CONTRACTOR ATTN: Tim Lovain 2606 Davis Avenue Alexandria, VA 22302 <a href="mailto:tlovain@crshq.com">tlovain@crshq.com</a> 202-329-1648</p>
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6. WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below. CONTRACTOR rates and fees established at time of initial contract award will be fixed and effective for the duration of the Agreement.
7. Invoices will be sent to [ap@ridewta.com](mailto: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. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.
8. CONTRACTOR shall throughout the term of this Agreement, be a registered with the Washington State Secretary of State as a corporation doing business within the State of Washington and maintain a registered agent in the state of Washington.
9. 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.

10. 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.

WTA:

Les Reardanz

Signed: Thursday, May 27, 2021

Les Reardanz, General Manager  
Whatcom Transportation Authority  
4011 Bakerview Spur  
Bellingham, WA 98226

CONTRACTOR:

Tim Lovain

Signed: Thursday, May 27, 2021

Tim Lovain  
2606 Davis Avenue  
Alexandria, VA 22302