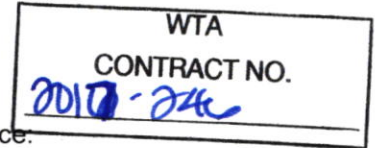


CONTRACTUAL SERVICE AGREEMENT
Payphone Service

This CONTRACTUAL SERVICE AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington municipal corporation, and EMPIRE TELEPHONE, INC., a Washington Corporation (CONTRACTOR) to provide payphone services to WTA. The Agreement term will be month-to-month.

WTA and CONTRACTOR agree as follows:



1. The terms and conditions that will govern this Agreement are incorporated by reference.
 - Terms and Conditions attached as Exhibit A
2. CONTRACTOR shall provide, install, and service as needed, payphones to the transit station(s) described below. WTA reserves the right to add service at other locations as needed. The installation fee is \$100 per location.

| Location | Qty | Cost |
|---------------------------------------|-----|---------------|
| 205 E. Magnolia, Bellingham, WA 98225 | 1 | \$31.37/month |

3. The Agreement term is month-to-month. Either party may terminate the agreement for convenience with thirty (30) days written notice to the below representatives.

EMPIRE TELEPHONE
Roger Ledig
PO Box 1996
Oak Harbor, WA 98277-1996
empireWA@aol.com
(360) 380-2000

WTA
Magan Waltari, Procurement & Grants Coordinator
4111 Bakerview Spur
Bellingham, WA 98226
maganw@ridewta.com
360-788-9332

4. No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Contract shall be effective without prior written consent of WTA's Procurement & Grants Coordinator. Oral changes, amendments or agreements are not permitted and may 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 Procurement & Grants Coordinator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of WTA.
5. WTA shall pay CONTRACTOR in US funds for goods & services provided to the address above. CONTRACTOR shall pay WTA in US funds for revenue sharing to:

WTA
Accounts Receivable
4111 Bakerview Spur
Bellingham, WA 98226

6. Statements will be itemized and provided quarterly. If payphone revenue is less than costs, WTA will pay the bill amount quarterly as invoiced in Net 30 Terms from the date of invoice acceptance. If revenue is higher than cost, the offsetting revenue will be split by CONTRACTOR and WTA with minimum of 20% of revenue being paid quarterly to WTA.
7. CONTRACTOR agrees to maintain the payphone(s) in good working order and to make repairs within three (3) business days. WTA's IT Department, it@ridewta.com or 360-788-9340 will be the primary contact for maintenance and service coordination at WTA. The CONTRACTOR agrees to describe support contact methods and procedures.
8. WTA's Procurement & Grants Coordinator or designee must approve any change orders in writing, and otherwise in compliance to the obligations set out in the solicitation. Services or goods provided without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete services from this Agreement, and will make appropriate adjustments to the contract price.

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.

EXECUTED this 28th day of June, 2017

WTA:

 (FOR PETER STARK)
Peter L. Stark, General Manager
Whatcom Transportation Authority

CONTRACTOR:


Roger Ledig
Empire Telephone

Magan Waltari

From: Pete Stark
Sent: Friday, June 16, 2017 11:14 AM
To: All WTA
Cc: pgreenough@cityofblaine.com
Subject: Responsible Charge

Paul Schramer, Director of Operations, will be in responsible charge of WTA for the period of June 17 through July 8th while I am on vacation in Alaska.

My best to you all.

Pete

Peter L. Stark
General Manager

WHATCOM TRANSPORTATION AUTHORITY

4111 Bakerview Spur Road
Bellingham, WA 98226
p: 360-788-9301 / f:360-738-7302
petes@ridewta.com

E-mail to and from this address may be subject to public disclosure under Washington's Public Records Act.