

**CONTRACTUAL AGREEMENT**  
**LABOR AND INDUSTRIES CLAIMS MANAGEMENT**

This AGREEMENT (Agreement) is made and entered into between ASSOCIATION OF WASHINGTON CITIES, a Washington State non-Profit Corporation, (SAFETY ALLIANCE) and WHATCOM TRANSPORTATION AUTHORITY (WTA), a Public Transportation Benefit Area operating under the authority of RCW Chapter 36.57A and located at 4011 Bakerview Spur Road, Bellingham, WA, 98226. SAFETY ALLIANCE hereby agrees to provide WTA with Washington State Labor and Industries consulting services as specified Scope of Work) for an initial term of three (3) years.

WTA and SAFETY ALLIANCE agree as follows:

1. **ORDER OF PRECEDENCE:** The Contract Documents which comprise the entire agreement between WTA and SAFETY ALLIANCE concerning the Work consist of the following. Where there is a conflict between documents, the most restrictive will prevail:
  - a. This Agreement
  - b. Contract Terms and Conditions Exhibit B
  - c. Project Information and Scope of Work Exhibit A
  - d. AWC Retro Participation Agreement
  - e. AWC Retro Program Safety Alliance Policy Article VI

2. **TERM AND TERMINATION:** The term of this agreement shall commence on the execution date below through December 31, 2026.

There is one (1) additional contract term of two (2) years, which can be exercised at WTA's sole option with both parties written approval.

WTA and SAFETY ALLIANCE agree to an agreement term running January through December to align with WTA's annual Labor and Industries calculations.

3. **COST and PAYMENT:** Each year the agreement is in effect, WTA shall pay SAFETY ALLIANCE six and one half percent (6.5%) of its annual Labor and Industries premium for the previous twelve (12) month calculation prior to each year of service.

For the first year the Agreement is in effect, SAFETY ALLIANCE will invoice WTA a prorated amount through the end of 2023. The remaining annual payments will be based on a January-December calendar year.

WTA will remit payment at Net 30 terms from date of invoice. SAFETY ALLIANCE will submit invoices no later than the 5th of the month following work performance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Year end invoices will be submitted no later than January 20 each year unless otherwise approved in writing by WTA's Accounting Manager or designee.

WTA shall pay SAFETY ALLIANCE in US funds for goods & services provided to the address below.

Invoices will be sent to [ap@ridewta.com](mailto:ap@ridewta.com) or ATTN: Accounts Payable at the WTA address below.

Price adjustments will be requested by the SAFETY ALLIANCE no less than 30 days before the Contract anniversary date and be based on. WTA reserves the right to approve, deny, or negotiate any price adjustments.

4. **AWC MEMBERSHIP:** WTA further agrees to and to maintain Associate Membership in AWC (CONTRACTOR) during the term of these services paid annually.
5. **CHANGES:** 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.

6. **NOTICES:** All notices will be provided to:

WTA  
ATTN: Procurement  
4011 Bakerview Spur  
Bellingham, WA 98226  
procurement@ridewta.com  
360-788-9332

SAFETY ALLIANCE  
ATTN: Retro Program Director  
1076 Franklin St SE  
Olympia, WA 98501  
retro@awcnet.org  
360.753.4137

7. SAFETY ALLIANCE shall throughout the term of this Agreement, be 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.
8. 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.
9. **COUNTERSIGNATURE:** 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.
10. **ACTUAL AUTHORITY:** The parties below confirm and attest that they have actual authority to bind WTA and SAFETY ALLIANCE to an agreement.

EXECUTED as of the date of signature below.

WTA:

*Les Reardanz*

Signed: Wednesday, May 3, 2023

05/03/2023  
Les Reardanz, General Manager  
Whatcom Transportation Authority  
4011 Bakerview Spur  
Bellingham, WA 98226

SAFETY ALLIANCE:

*Deanna Dawson*

5/5/2023

Deanna Dawson, CEO  
Association of Washington Cities  
1076 Franklin Street SE  
Olympia, WA 98501