

**CONTRACTUAL SERVICE AGREEMENT
LABOR ATTORNEY**

This CONTRACTUAL SERVICE AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY ("WTA"), a Washington Public Transportation Benefit Area, and SUMMIT LAW GROUP, PLLC, a Washington registered professional limited liability company ("CONTRACTOR"). CONTRACTOR agrees to provide WTA legal services for labor and employment law. WTA and CONTRACTOR agree to an initial term of three years, commencing on the Effective Date. WTA may, at its option, execute one extension for an additional three-year term.

WTA and CONTRACTOR agree as follows:

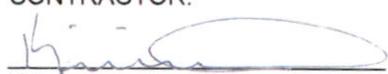
1. The Agreement documents in order of precedence, and the terms and conditions that will govern this Agreement, are set out herein, and in the following documents, which are incorporated by reference:
 - This Agreement
 - CONTRACTOR Proposal submitted July 26, 2019 (the "Proposal")
 - Request for Proposal 2019-203 and all Exhibits & Appendices released June 24, 2019 (the "RFP")
2. CONTRACTOR shall perform all the work required by the scope of work referenced above, including in particular, those services described in Part 2 of the RFP (the "Legal Services").
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 U.S. funds for goods & services provided to the address below, pursuant to the fee schedule set forth the Proposal.
5. Invoices will be sent to ap@ridewta.com. Payment will be made in Net 30 Terms from the date of invoice acceptance.
6. CONTRACTOR shall throughout the term of this Agreement and any extension, maintain its status as an active professional limited liability company in Washington State, licensed to do business in Washington State. All attorneys providing Legal Services to WTA on behalf of CONTRACTOR shall maintain licensure to practice law in Washington State.
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 23rd day of September, 2019

WTA:


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

CONTRACTOR:


Kristen Stoddard, Executive Director
Summit Law Group, PLLC
315 Fifth Avenue S, Suite 1200
Seattle, WA 98104