

**CONTRACTUAL SERVICE AGREEMENT  
Armored Car & Cash Counting Services**

This CONTRACTUAL SERVICE AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington municipal corporation, and KENNETH L. KELLAR TRUCKLINE, INC. DBA MOBILE ARMORED a Washington corporation (CONTRACTOR) to provide armored car transport and cash counting services in response to Request For Proposal 2016-256. The initial agreement term is for three (3) years. WTA may, at its option, renew the contract for 2 additional years.

WTA and CONTRACTOR agree as follows:

1. The Agreement documents in order of precedence, and the terms and conditions that will govern this contract are set out in this Agreement, and in the following documents, which are incorporated by reference:
  - Request for Proposal 2016-256
  - Scope of Work in Part 4
  - Issued Addenda 1
  - Terms and Conditions in Part 5 and Appendix A
  - Contractor Pricing & Response
  - RFP Exhibits & Appendices
  - Executed Contract
  - Purchase Orders
  - Change Orders
2. CONTRACTOR shall perform all the work required by Part 4, and all applicable Addenda.
3. 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.
4. CONTRACTOR agrees to perform a minimum of Seventy Five Percent (75%) of the required work with its own forces. Each Sub-CONTRACTOR shall be limited to performing no more than one-quarter (1/4) of the work outlined in Part 4.
5. Sub-CONTRACTORS must be pre-approved by WTA's Contract Administrator.
6. CONTRACTOR agrees to maintain insurance required in RFP Part 5.1 for the life of the contract. Proof of insurance must be received by WTA's Procurement & Grants Coordinator each year the contract is in effect.
7. WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below.
8. CONTRACTOR will provide the names, titles, phone numbers, including cell numbers of Contractor's dispatch and route personnel to WTA. Route personnel information will also include photos and copies of the route personnel signature. Personnel changes will be provided within 5 business days



9. CONTRACTOR will provide a log book for the recording of cash pick up from WTA.
10. CONTRACTOR will maintain a private security company license as described in RCW 18.170.060 for the term of this contract.
11. CONTRACTOR employees will possess an armed guard license as described in RCW 18.170.040 for the term of this contract. WTA reserves the right to request copies of the licenses and interview employees to ensure that the license(s) are active.
12. Payment will be made in Net 30 Terms. CONTRACTOR shall pay any Sub-CONTRACTOR within ten (10) days after the receipt WTA's payment.
13. WTA's Contract Administrator or designee must approve any change orders in writing, and otherwise in compliance to the obligations set out in the RFP. 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.
14. 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 18 day of AUGUST, 2016

WTA:

Peter L. Stark, General Manager  
Whatcom Transportation Authority  
4111 Bakerview Spur  
Bellingham, WA 98226

CONTRACTOR:

Kristine Moe, President  
Kenneth L. Kellar Truckline, Inc.  
PO Box 2750  
Blaine, WA 98231-2750