



LUMMI INDIAN BUSINESS COUNCIL

2616 KWINA ROAD • BELLINGHAM, WASHINGTON 98226 • (360) 384-1489

July 7, 2011

Whatcom Transportation Authority
ATTN: Chad Jorissen
4111 Bakerview Spur Rd
Bellingham, WA 98226

Dear Mr. Jorissen,

Enclosed please find the original signed copy of the Interlocal Agreement between WTA and the Lummi Nation signed on June 28 and July 6, 2011. Also included is the official LIBC delegation of authority.

Please let me know if you have any questions.

Sincerely,

Mia Akau-LaClair
Lummi Nation Transit Manager/Land Use Planner

enclosures

**INTERLOCAL AGREEMENT
LUMMI NATION – WHATCOM TRANSPORTATION AUTHORITY**

The **LUMMI NATION**, a sovereign nation located in Whatcom County, Washington, through its Planning Department, and the **WHATCOM TRANSPORTATION AUTHORITY**, a municipal corporation located at 4111 Bakerview Spur, Bellingham, WA 98226, (hereinafter "WTA") in consideration of the mutual covenants herein, agree as follows (this "Agreement"):

I. OBJECTIVE

The objective of this Agreement is to set forth the terms and conditions under which the Lummi Nation may operate its Transit Service within the WTA Public Transportation Benefit Area (PTBA).

II. RESPONSIBLE OFFICERS

- a) The Lummi Nation designates the Lummi Planning Department to carry out this Agreement and the Lummi Transit Manager, Mia Akau-LaClair, as the point of contact and liaison to WTA.

- b) The WTA designates Director of Service Development, Rick Nicholson, as its contact and liaison for this Agreement.

III. SCOPE OF SERVICES

The purpose of this Agreement is to support the Lummi Nation Transit Program. The Transit Program allows the Lummi Nation to provide more flexible transportation services tailored to the unique needs of its tribal members as expressly limited as provided herein.

IV. RESPONSIBILITIES AND OBLIGATIONS

Lummi Nation hereby agrees as follows:

- a) The Lummi Nation may operate its Transit Service between points within the Lummi Reservation and non-stop (point-to-point) to the following stops in Ferndale, Washington:
 - 1. 3rd Avenue at Rite-Aid
 - 2. Cherry Street at Boys and Girls Club
 - 3. Dollar Tree (Central Shopping Area)
 - 4. Cost Cutter Parking Lot
 - 5. WTA Ferndale Station
 - 6. Imhof Road at Douglas Road (Apartment Buildings)
 - 7. Gateway Center (upon Completion)

- b) There shall be no more than six (6) trips per day from the Reservation that include the stops listed in section IV (a) above. Lummi Nation also agrees that passengers are not allowed to both board and deboard between stops 1-5 (i.e. passengers boarding at stops 1-5 must ride back to Lummi Nation or to stops 6-7).

- c) The Lummi Nation shall not operate its Transit Service to any other points within the WTA's Public Transportation Area outside of the Lummi Reservation except as provided in Section IV (a) above including but not limited to Ferndale and Bellingham.

- d) The Lummi Nation Transit Service is not permitted and shall not use WTA bus stops except those on Kwina Road, and the Lummi nation shall not represent in any manner that the WTA is involved in any manner with the operation of the Transit Service.
- e) Should the WTA, at its option, decide in the future to institute service which replicates, in whole or in part, those services provided by Lummi Nation Transit Service as per this Agreement, then this Agreement will terminate per the provisions in Section VII below.

V. TERMS OF AGREEMENT

The term of this Agreement shall be for a one-year period from the date of this Agreement and shall automatically renew on an annual basis until or unless sooner terminated as provided in Articles VI and VII hereof ("the term") or so modified by mutual agreement of both parties.

VI. NON-COMPLIANCE

In the event the Lummi Nation fails to comply with the terms of this Agreement set forth in Section IV above, WTA shall notify the Lummi Nation in writing of the conditions of non-compliance and the Lummi Nation shall, upon written notice, come within full compliance of its Responsibilities and Obligations. Failure to come within full compliance after written notice thereof, or continued non-compliance after written notice of non-compliance, shall result in termination of this Agreement and the Lummi Nation shall cease transportation services within the WTA boundaries pursuant to RCW 36.57A.100.

VII. TERMINATION

Either party hereto may terminate and cancel this Agreement upon written notice of termination and cancellation given by either party to the other and this Agreement shall terminate and cancel thirty (30) days from the date of the written notice.

VIII. WAIVER AND RELEASE UPON TERMINATION

In the event upon termination of this Agreement as provided in Section VI or Section VII above and the Lummi Nation shall cease providing transportation services as provided herein, the Lummi Nation agrees as a special condition of this Agreement that the WTA shall not be required or obligated under any circumstances to purchase or acquire any assets of the Lummi Nation used in providing the transportation services or otherwise be obligated to pay the Lummi Nation any sum or amount of money upon termination of this Agreement, and the Lummi Nation hereby waives and releases the WTA from any such obligation or requirement, if any.

IX. HOLD HARMLESS AND INSURANCE

a. The Lummi Nation shall hold and save harmless, protect and indemnify the WTA, its elected officials, employees, successors and assigns from and against all liabilities, claims, damages, lawsuits, governmental proceedings, judgments, costs, including attorney's fees and costs of litigation arising out of the act or omissions of the Lummi Nation Transit Services, its officers, agents, employees, invitees, guests or any person or party that in any way has any such claim arising out of the acts or omissions of the Lummi Nation Transit Service.

b. The Lummi Nation shall maintain at all times during the term of this Agreement at its sole cost and expense comprehensive liability insurance, standard commercial liability insurance, not

less than One Million Dollars (\$1,000,000) for any single claim and Two Million Dollars (\$2,000,000) in the aggregate, insuring the WTA from all claims, actions or demands for injury or death of any persons and from damage to property or cargo or any damages sustained by any person as a result of or in any way connected to the operation of the Lummi Nation Transit Service. The Lummi Nation shall provide the WTA with copies of insurance coverage as provided herein naming the WTA as an "also insured."

X. INDEPENDENT SERVICE PROVIDER

The Lummi Nation Transit Program is a separate and independent program and is not affiliated or connected in any manner with the WTA. The Lummi Nation Transit Program is not entering into the Agreement to provide transportation services for the WTA, rather the Lummi Nation, in order to provide service within the PTBA, is required to enter into an agreement with the WTA, pursuant to RCW 36.57A.100.

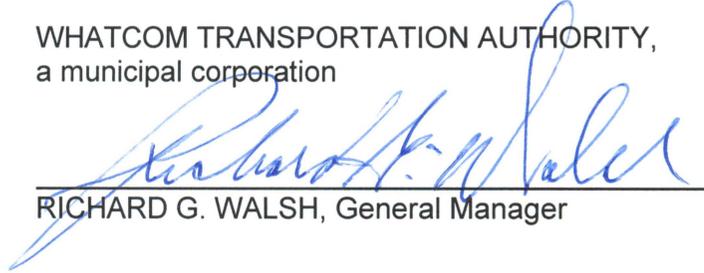
XI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings and Agreements regarding Lummi Nation Transit Service operating within the WTA PTBA. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

Dated this 28th of JUNE, 2011.

WHATCOM TRANSPORTATION AUTHORITY,
a municipal corporation

BY:

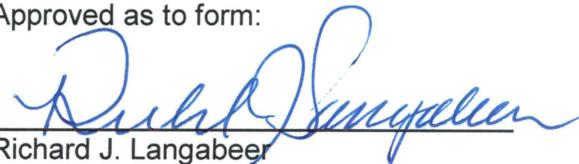

RICHARD G. WALSH, General Manager

Attest:



Clerk of the Board for WTA

Approved as to form:



Richard J. Langabeer
Legal Counsel to WTA

Dated this 6th of July, 2011

BY:


CLIFF CULTEE, Chair
Lummi Indian Business Council

*Candace Wilson,
Vice Chair for:*



LUMMI INDIAN BUSINESS COUNCIL

2616 KWINA ROAD · BELLINGHAM, WASHINGTON 98226 · (360)384-1489

DEPARTMENT Office of the Chairman DIRECT NO. _____

INTEROFFICE MEMORANDUM

TO: ALL DEPARTMENTS
FR: Laura Williams, Policy Operations Manager *LW*
DT: Tuesday, July 5, 2011
RE: DELEGATION OF AUTHORITY

Clifford Cultee, Chairman will be out of the office on July 6-8, 2011. During his absence Candice Wilson, Vice-Chairwomen, will be the delegate of authority. All documents needing signatures can be left at the front desk of Council Operations and we will route them accordingly.

If you have any questions or concerns, please contact me via email at LauraW@lummi-nsn.gov or call (360) 384-1489, ext. 2149.

Thank you.