

## Skagit sub-Regional Transportation Planning Organization

204 W Montgomery - Mount Vernon, WA 98273 - (360) 416-7877 - Fax (360) 416-7831  
 INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT SUB-REGIONAL TRANSPORTATION PLANNING ORGANIZATION  
 AND  
 WHATCOM COUNCIL OF GOVERNMENTS

THIS AGREEMENT is made and entered into by and between Skagit sub-Regional Transportation Planning Organization ("SRTPO") and Whatcom Council of Governments ("WCOG") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

Whatcom Council of Governments will provide administrative support for three committees of the North Sound Connecting Communities Partnership ("NSCCP" or "Farmhouse Gang") related to a federal earmark obtained by SRTPO on behalf of the Farmhouse Gang.

2 RESPONSIBILITIES:

WCOG will provide software, hardware, and staff to support three committees. SRTPO will reimburse WCOG for providing this support.

3. TERM OF AGREEMENT: The term of this Agreement shall be from September 20, 2006 until terminated by either party.

4. MANNER AND AMOUNT OF FINANCING: SRTPO shall reimburse WCOG for support of three Farmhouse Gang committees. WCOG will bill SRTPO quarterly. Total funding for the life of this contract is \$112,500.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 SRTPO's representative shall be the Transportation Director.

5.2 WCOG's representative shall be Planning Director.

6. TREATMENT OF ASSETS AND PROPERTY: All acquired fixed assets, personal, or real property pursuant to this Agreement shall become the property of WCOG.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such

liability. It is further provided that no liability shall attach to the SRTPO by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.


12. **OTHER PROVISIONS:**  
None.


IN WITNESS WHEREOF, the parties have executed this Agreement this 20<sup>th</sup> day of September, 2006.

APPROVED:

GOVERNMENT AGENCY:  
Skagit sub- RTPO

Whatcom Council of Governments

  
Dean Maxwell, ~~WAYNE EVERETT~~  
VICE Chair, Skagit sub-RTPO

  
James E. Miller,  
Executive Director,  
Whatcom Council of Governments

Attest:

  
Dan Pike,  
Transportation Director, SRTPO

MARK - 6 2008

**WHATCOM COUNCIL OF GOVERNMENTS  
Supplemental Agreement**

The Whatcom Council of Governments desires to supplement the agreement entered into with the Skagit sub-Regional Transportation Planning Organization on September 20, 2006, and identified as the "North Sound Connecting Communities Project". All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section 1, PURPOSE, is hereby changed as follows:

Whatcom Council of Governments will provide administrative support for ~~three committees of~~ the North Sound Connecting Communities Partnership ("NSCCP" or "Farmhouse Gang") related to a federal earmark obtained by SRTPO on behalf of the Farmhouse Gang. Additionally, WCOG will prepare a Bellingham - San Juan Islands Passenger-only Ferry Service Business Plan.

Section 2, RESPONSIBILITIES, is hereby changed as follows:

WCOG will provide software, hardware, and staff ~~to support three committees~~. SRTPO will reimburse WCOG for providing this support.

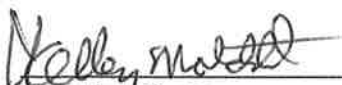
Section 4, MANNER AND AMOUNT OF FINANCING, is hereby changed as follows:

SRTPO shall reimburse WCOG \$117,500 for support of three Farmhouse Gang committees plus up to \$25,000 additional per year for 2008 and 2009 administration of the Farmhouse Gang WCOG will bill SRTPO quarterly. ~~Total funding for the life of this contract is \$112,500.~~

If you concur with this supplement and agree to the changes as stated above, please sign below and return to the Whatcom Council of Governments for final action.

Skagit Council of Governments for the  
Skagit sub-Regional Transportation  
Planning Organization (SRTPO)

Whatcom Council of Governments

  
Executive Director  
3-5-08  
Date

  
Executive Director  
3/6/08  
Date

**WHATCOM COUNCIL OF GOVERNMENTS**  
**Supplemental Agreement**  
**No. 2**

The Whatcom Council of Governments desires to supplement the agreement entered into with the Skagit sub-Regional Transportation Planning Organization (SRTPO) on September 20, 2006, and identified as the "North Sound Connecting Communities Project". All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section 2, RESPONSIBILITIES, is hereby changed as follows:

~~WCOG will provide software, hardware, and staff. SRTPO will reimburse WCOG for providing this support.~~ WCOG will provide the administrative support:

- 2.1 Maintain a member database and continually reviewing its state of currency, contacting individuals thought to no longer be interested in membership and adding those individuals expressing interest in such membership. The database shall be maintained in the Microsoft Outlook format.
- 2.2 Schedule, plan, organize, ensure meeting logistics and facilitate meetings of members at three levels of membership: Steering committee, Core Group, and General.
- 2.3 Prepare and provide agendas and supporting materials for scheduled and unscheduled meetings
- 2.4 Seek and solicit presentations from pertinent speakers on topics of interest to members
- 2.5 Act as point of contact for questions concerning meeting details and subject matter
- 2.6 Lead meeting discussions, staying within established time limits
- 2.7 Ensure accurate summaries are prepared for every meeting and distribute to members at appropriate times.

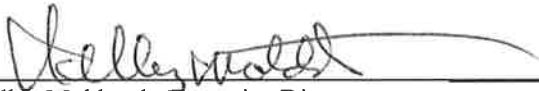
Section 4, MANNER AND AMOUNT OF FINANCING, is hereby amended as follows:

SRTPO shall reimburse WCOG ~~\$117,500~~ \$112,500 for Committee support of ~~the three~~ Farmhouse Gang ~~committees~~ plus up to \$25,000 additional per year ~~in for~~ 2008, ~~and~~ 2009 ~~and~~ 2010 for administration of the Farmhouse Gang. WCOG will bill SRTPO quarterly.

**WHATCOM COUNCIL OF GOVERNMENTS**  
**Supplemental Agreement**  
**No. 2**

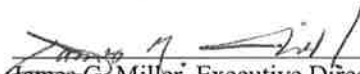
If you concur with this supplement and agree to the changes as stated above, please sign below and return to the Whatcom Council of Governments for final action.

Skagit Council of Governments

  
\_\_\_\_\_  
Kelley Moldstad, Executive Director  
Skagit Council of Governments for the  
Skagit sub-Regional Transportation Planning Organization

3-15-10  
Date

Whatcom Council of Governments

  
\_\_\_\_\_  
James G. Miller, Executive Director  
Whatcom Council of Governments

3/8/10  
Date