

INTERLOCAL AGREEMENT  
FOR PARTICIPATION IN  
THE WHATCOM COUNCIL OF GOVERNMENTS

This amended and restated interlocal agreement amends and restates the Whatcom County Council of Governments Interlocal Agreement of January 13, 1977, which amended and restated the Whatcom County Regional Planning Council formation Articles of Association dated February 23, 1966. Pursuant to Chapters 36.64 RCW and 39.34 RCW, the undersigned agree to jointly participate in the regional agency known as the Whatcom Council of Governments (hereinafter “the Council”) as follows:

**Section 1 - Mission**

Recognizing that decisions made by any one jurisdiction may affect the welfare of others, the members hold that it is in the best interests of all Whatcom County governments that representatives of the jurisdictions come together regularly for the purposes of defining, discussing, and planning the future of the region.

It shall be the mission of the Council to provide general and special governments with an organized means of providing a more unified response to significant issues of this regional Whatcom County community, and to that end, the Council shall serve these functions:

1. Provide a forum for the exchange of interests, ideas, plans and concerns among jurisdictions and other members.
2. Survey, investigate, analyze, research, and report upon issues of concern to the members.
3. Conduct programs and execute projects that address issues of concern to two or more members so as to avoid duplication of effort, promote efficient use of resources, and foster regional cooperation.
4. Provide members with information, planning, grant-writing, technical expertise, and program execution and administration within budget limitations and agreed work scope.
5. Support the region’s economic and social connections with the Lower Mainland of British Columbia through information sharing and coordination of planning and investment strategies with U.S. and Canadian federal border inspection agencies, state and provincial transportation agencies, and other government, non-governmental, and private sector entities with a stake in effective cross-border transportation systems.
6. Cooperate with other agencies – including, when appropriate, those in Canada – in the planning, development, and execution of programs and projects of interest to members.
7. Represent, upon direction of the members, the jurisdictions’ united interests with other regional councils and, as appropriate, before state, federal, and Canadian authorities.
8. Collect and exchange information of regional interest.
9. Perform the duties and responsibilities of a Metropolitan Planning Organization (MPO) for the Bellingham Urbanized Area as set forth in Title 23 United States Code and Title 49 United States Code.
10. Perform the duties and responsibilities of a Regional Transportation Planning Organization (RTPO) for Whatcom County as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC.

**Section 2 - Bylaws**

The Council shall be governed by a set of Bylaws duly adopted by the Council.

**Section 3- Boundaries**

The boundaries of the Council shall be conterminous with the boundaries of Whatcom County, Washington.

**Section 4 - Membership**

Voting membership in the Council shall be open to Whatcom County and city governments contained within its boundaries; federally-recognized Indian tribes whose reservation lands are located in Whatcom County; and publicly-authorized special districts serving the entirety of Whatcom County or sub-areas thereof. Representatives of voting members shall be elected officials. Non-voting associate membership as approved by the Council shall be open to community organizations and public agencies not part of any voting members of the Council. Representatives of associate members are not required to be elected officials.

Any member entity shall have the right to withdraw from the Council and this Agreement by giving sixty (60) days written notice to the Council. Withdrawal from the Agreement or non-execution of the Agreement by any one party shall not affect the continuation of the Agreement with regard to the other parties. All financial obligations entered into with the Council while the withdrawing party was a member shall remain with the withdrawing party until these obligations are satisfied or a specific release from these obligations is approved by a majority of the Council.

**Section 5- Officers**

The officers of the Council shall consist of a Chairperson, Vice-Chairperson, and Secretary-Treasurer.

**Section 6 – Executive Committee**

The internal administration, procedures, practices and programming of the Council, and any other duties and responsibilities as may be delegated by the Council, shall be vested in an Executive Committee. The membership of the Executive Committee shall be defined by the Bylaws.

**Section 7 - Meetings**

Meetings of the Council and its Executive Committee shall be held at such times and places the Council shall determine.

**Section 8 – Executive Director, Staff and Consultants**

The Council by action designated in the bylaws, may appoint an Executive Director and employ staff and any consultants deemed necessary to carry out the purposes and functions of the Council.

**Section 9 – Contracts and Contractual Services**

The Council may enter into contracts and agreements with any governmental or non-governmental entity, and accept grants and gifts, for the purpose of carrying out the various elements of its approved work program.

**Section 10 – Allocation of Costs**

Entities holding membership in the Council shall contribute to the expenses thereof, if any, pursuant to the budgetary laws set forth in the Revised Code of Washington, to applicable resolutions and/or ordinances of such member entities, and to the Council Bylaws; provided, however, that services and facilities may be provided by such participating agencies in lieu of assessment.

All general purpose electoral-governmental entities and federally-recognized Indian tribes shall be assessed according to a per capita rate; special purpose electoral entities and associate members shall be assessed at a mutually agreed-upon rate, to be established annually.

**Section 11 – Deposits and Disbursements**

All funds and appropriations paid to the Council shall be deposited to a special account(s) in a depository approved by the Washington State Treasurer. Expenses and lawful claims against the Council shall be disbursed based upon claims listings approved by the Council or Executive Committee and signed by one Council officer and the Executive Director.

**Section 12 - Dissolution**

In case of dissolution of the Council, any unexpended funds and property are to be returned to members on the same pro rata basis as collected.

**Section 13 - Amendment**

This agreement may be amended in the manner specified in the Council Bylaws.

**Section 14 - Adoption**

Adopted by the Whatcom Council of Governments at a meeting duly called and held on the 10th day of December, 2014.