

**ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

**RESOLUTION NO. ~~13~~**

**A RESOLUTION, BY THE ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (IRTPO) DESIGNATING ISLAND COUNTY, WASHINGTON AS THE LEAD AGENCY and FISCAL AGENT TO THE IRTPO.**

THIS RESOLUTION supersedes and replaces Resolution #1, of September, 2016. This resolution reflects changes in the lead agency agreement between ISLAND COUNTY, a municipal corporation of the State of Washington, and the ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION, an independent governmental entity of the State of Washington, hereafter referred to as the "IRTPO or Island RTPO."

RECITALS

**WHEREAS**, The IRTPO is established through an Interlocal Agreement between Island County, the City of Oak Harbor, the City of Langley, the Town of Coupeville, the Island County Public Transportation Benefit Area Corporation, the Port of South Whidbey, and the Port of Coupeville, signed in September of 2016; and

**Commented [SD1]:** Do we want to update this to include Stanwood, NAS, or WSDOT?

**WHEREAS**, this resolution is made with the intent to be consistent with all the provisions within the Interlocal Agreement, and shall be subject to all conditions contained within a new the Bylaws being drafted by the IRTPO as adopted or amended on the date of the execution of this agreement; and

**WHEREAS**, the IRTPO desires to appoint a lead agency and a fiscal agent for the IRTPO with certain administrative, financial, and organizational duties and obligations; and

1. The Bylaws being drafted will provide for the IRTPO to appoint a lead agency and a fiscal agent for the IRTPO; and

2. Island County desires to serve in ~~that the~~ capacity of both lead agency and fiscal agent for the IRTPO; and
3. Island County possesses the necessary qualifications to serve as both the lead agency and fiscal agent for the IRTPO including the ability to:
  - a. Perform its duties and obligations as set forth in the Interlocal Agreement and the IRTPO's Bylaws, once approved, in good faith.
  - b. Administer contracts, budgeting, accounting and financial transactions, and all administrative, personnel and operational aspects of the IRTPO, as provided for in the Interlocal Agreement and Bylaws.
  - c. Conduct activities in accordance with the direction of the IRTPO's Executive Board and consistent with all applicable state and federal requirements.
  - d. Structure activities to perform the work plan as outlined within the Island RTPO's Unified Planning Work Program, as adopted by the Executive Board.
  - e. Submit to the IRTPO's Executive Board for approval all contracts, grant applications, and planning documents and programs.
  - f. Coordinateing activities between the IRTPO, its member agencies and any third parties.

NOW, THEREFORE, the IRTPO resolves to designate Island County, Washington as both the lead agency and fiscal agent to the IRTPO effective as of the date Island County executes its own, separate resolution to serve as lead agency and fiscal agent to the IRTPO.

The Parties agree as follows regarding fiscal agency:

ONE: Island County agrees to perform various bookkeeping functions under the direction of the IRTPO Director, including tracking payables and receivables, paying bills, assisting in quarterly and annual financial reports, coordination with

WSDOT and other granting agencies, and assisting the IRTPO Director or Staff in preparation of the annual budget.

TWO: Island County will keep all IRTPO accounting procedures and monies in a separate fund. All expenses incurred on behalf of the IRTPO will be paid out of the IRPTO fund account. Because the IRTPO operates on a reimbursement basis, the fund may experience a negative balance from time to time. Island County agrees to cover the negative balance until outstanding funds can be reimbursed. In recognition of this service and other accounting services rendered, the IRTPO will compensate Island County 5% of the IRTPO's annual income, to include all income derived from grants for general operating and special projects, dues, donations, or other special allocations.

Payments will be made to Island County on a quarterly basis, or as needed to reimburse deficit spending, upon approval by the IRTPO Executive Board.

THREE: The term of this Agreement shall be a two-year period, beginning July 1, 2020, regardless of the date of execution with Island County.

FOUR: This agreement shall automatically renew for an additional two-year term, unless either party provides the other a 60 day notice, in writing, of the need to renegotiate, amend, or terminate this agreement.

IN WITNESS WHEREOF, the duly authorized representative of each party execute this agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_ 2020.

APPROVED:

\_\_\_\_\_  
Helen Price Johnson, Chair  
Island Regional Transportation Planning Organization

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Janet St. Clair, Chair  
Board of County Commissioners, Island County Washington

ATTEST:

\_\_\_\_\_  
Bill Oakes, Director  
Island Regional Transportation Planning Organization