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AGREEMENT FOR FORMATION

OF

SPOKANE AQUIFER JOINT BOARD

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AGREEMENT FOR FORMATION
OF
SPOKANE AQUIFER JOINT BOARD

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The Undersigned, being public agencies as defined in RCW 39.34.020, hereby adopt the following Agreement for formation of a Joint Board under RCW 39.34, known as the Washington Interlocal Cooperation Act:

Article 1

Name

1.1 The name of the Board shall be:

"SPOKANE AQUIFER JOINT BOARD"

Article 2

Duration

2.1 The period of its duration is perpetual.

Article 3

Recitals, Purposes, and Definitions

3.1 This Board is formed for the following reasons:

3.1.1 The Members are all interested in the protection of the Spokane Valley/Rathdrum Prairie Aquifer and associated Water Rights.

3.1.2 The Members desire that all parties interested in the Spokane Valley/Rathdrum Prairie Aquifer have an opportunity to participate in the protection of the Spokane Valley/Rathdrum Prairie Aquifer and associated Water Rights.

3.1.3 The Members desire to mitigate, and if possible, eliminate conflict and potential litigation between parties interested in the Spokane Valley/Rathdrum Prairie Aquifer and associated Water Rights.

3.1.4 The Members desire to eliminate duplication of efforts in developing wellhead protection plans for public water systems and to insure that a coordinated effort is made to enforce the plans.

3.1.5 The Members desire to form a Joint Board as a forum for discussion of proposals and coordination of efforts regarding the protection of the Spokane Valley/Rathdrum Prairie Aquifer and associated Water Rights.

3.1.6 The Members desire to form a Joint Board to also reduce the duplication of effort in discussions with the applications to Federal, State, and local agencies, and in studies and investigations of proposed projects for the protection of the Spokane Valley/Rathdrum Prairie Aquifer.

3.2 The purpose for which this Joint Board is organized is to protect the Spokane Valley/Rathdrum Prairie Aquifer public water supply by coordinating efforts, performing and sponsoring studies and investigations, and providing a discussion forum with respect to developing and implementing public water supply programs such as wellhead protection, conservation, and for protecting associated Water Rights; and by such other means as the Joint Board may deem proper to carry out this purpose.

3.3 Certain terms used herein are defined as follows:

3.3.1 "Joint Board" shall mean the Spokane Aquifer Joint Board.

3.3.2 "Member" shall mean a public agency as defined in RCW 39.34.020

that is a member of the Joint Board.

3.3.3 "Board of Directors" or "Board" shall mean the Joint Board.

3.3.4 "Member of the Board", "Board member", "director" or "representative" shall mean the representative designated by the Member to represent it on the Joint Board.

3.3.5 "Non-member representative" shall mean the representative selected by a particular group as authorized by the Board to participate in a non-voting capacity with the Board in the conduct of Joint Board matters, as provided in paragraph 6.3 hereof.

Article 4

Powers

4.1 The Members of the Joint Board shall have the power and authority to exercise and enjoy jointly with each other as a Joint Board, any and all powers, privileges, and authority, which each of them has the power, privilege, and authority to exercise and enjoy, provided, however, that the Joint Board shall not have the power to commit or obligate any Member without the formal approval by adoption of a resolution or ordinance by the Member's governing body.

Members

5.1 The Members of this Joint Board are the undersigned parties. Any other public agency as defined in RCW 39.34.020 may become a Member of this Joint Board by making written application to the secretary of the Joint Board, and by providing evidence of approval of such application to the Joint Board by ordinance, resolution, or otherwise, pursuant to law, of the governing body of such public agency; provided that consent to the new Member's joining the Joint Board is given by motion or resolution adopted by the Joint Board.

5.2 Each Member shall contribute quarterly for general administrative purposes, such sum as shall be set for each Member by the Board of Directors. The contributions of each Member under this Agreement shall be equal in amount. Each calendar year, or part thereof for the first year, the Board shall set an annual limitation on the amount that each Member shall be required to contribute for that calendar year, or part thereof. The amount of each Member's contribution for the calendar year ending December 31, 1995, shall not exceed \$500 for each Member. Proceeds of the funding shall be budgeted quarterly. Contributions and budgeting shall be determined on the basis of calendar quarters.

5.3 Each member receiving benefit from a special project, study or investigative effort shall participate in the funding of same, such sum as shall be set for each Member by the Board of Directors. The contributions of each Member shall reflect that member's relative share according to the benefit received and the final cost. Contributions and

budgeting shall be determined on a project specific basis. The anticipated Wellhead Protection Program shall be based on the number of wells or well fields included within the scope of this project. Latecomers to a project, study or investigative effort shall cause the overall funding of same to be reviewed and evaluated before an appropriate share amount is determined by the Board of Directors.

5.4 Any amount payable by a Member under this Agreement or any agreement executed by the Joint Board shall be due within 60 days after written notice of the amount due or mailed or personally delivered to the Member, and shall be delinquent thereafter. In addition to any other remedies, the Joint Board may give the Member 30 days written notice to make any delinquent payment or withdraw from membership, and if the Member does not make such payment within the same time stated, it shall be deemed to have withdrawn its membership, and all its rights as a Member thereupon shall cease.

Article 6

Composition of Board; Voting Rights;Non-Member Representatives; Advisory Council

6.1 The Board of Directors shall be composed of one (1) representative selected by the governing body of each Member. Each representative shall have one (1) vote. Each Member of the Association shall appoint an alternative representative to serve in the absence or disability of the regular representative.

6.2 The act of a majority of the Board shall be the act of the Board.

6.3 The Board may by resolution provide for the participation of a non-member representative in all regular and special meetings of the Board; provided, that such special representatives shall have no voting privileges in such meetings. Non-member representatives shall participate in executive sessions of the Board to the extent authorized by the Board.

6.4 The Board may by resolution authorize the formation of an Advisory Council or Advisory Councils. The purpose of such Councils may be to increase the public understanding of the Joint Board's activities and may involve the participation of representatives of business, industry, labor, state and federal government and consumers as they relate to activities of the Joint Board and to improve communications with the public and relations with the groups who may be represented on such Council or Councils. Such Council or Councils may be formed for any purpose for any period of time as may be directed by resolution of the Board.

Article 7

Officers

7.1 The Board shall elect from the members of the Board a president, vice-president and secretary. The Board may also elect or appoint a treasurer. Each officer elected from the members of the Board shall serve for a period of two (2) years, and until their successor shall have been elected; provided, that the term of an officer shall be no longer than they are member of the Board. Election of officers from the members of the Board shall be held at the first regular meeting of the Board of each odd-numbered calendar year commencing in 1995. Any officer may be removed with or without cause by action of the Board.

7.2 The president shall be the chief executive officer of the Joint Board and shall call to order and preside over all meetings of the Board.

7.3 The vice-president shall perform such duties as are assigned by the president or the Board and shall in the absence or inability of the president to act, have all of the powers and duties of the president.

7.4 The secretary shall see that proper notices are sent of the meetings of the Board. The secretary shall see that the minutes are kept of all meetings.

7.5 The treasurer, before entering upon his/her duties, shall give bond and shall have all of the powers and perform such duties as are required by State law.

The treasurer shall create a fund for the Joint Board to be known as the general fund and shall also maintain such other special funds as may be created by the Board into which shall be placed such monies as the Board by resolution may direct. The

treasurer is authorized to establish a special fund with a state, county, city, or district treasurer servicing a public agency party to this Agreement, designated "Operating Fund of Spokane Aquifer Joint Board".

All monies of the Joint Board shall be paid to the treasurer. Disbursements shall be made by the treasurer on warrants or checks drawn and signed by officers of the Joint Board who have been authorized to draw and sign such warrants or checks by resolution adopted by the Board. The general fund and any special fund created by the Board shall at all times be kept segregated in the records and accounts of the Joint Board. All monies of the Joint Board shall be deposited forthwith by the treasurer in such depositories as may be authorized by law to receive deposits of state or county funds and with like security therefor as in the case of such funds.

7.6 In the event an officer dies, becomes disabled, ceases to be a Board member or is removed, the vacancy shall be filled by election at the next meeting of the Board.

Article 8

Proceedings of Board; Meetings; Quorum; Public Records8.1 Regular Meeting

Regular meetings of the Board shall be held at the time and place set by the Board by Resolution; provided that if any regular meeting falls on a holiday, the meeting shall be held on the next business day. Regular meetings may be held at another location within the State of Washington, other than the place set by Resolution of regular meetings of the Board whenever the Board so provides by motion or resolution adopted at least ten (10) days prior to the date set for meeting. A written notice of seven (7) or more days shall be mailed or personally delivered to each member giving the time and place set for each regular meeting and the business to be transacted.

8.2 Special Meeting

Special meetings of the Board may be called by the president, or by three Board Members. A written notice of each special meeting shall be mailed to each Board Member at the address furnished by him to the principal office of the Joint Board at least three (3) days prior to the meeting, giving the time and place and the business to be transacted at any special meeting; provided, however, that such notice be waived or dispensed with as provided in RCW 42.30.080. Notice of any special meeting shall be given to each local newspaper of general circulation and to each local radio or television station which has on file with the Board a written request to be notified of such special meeting or of all special meetings; such notice must be delivered personally or by mail at least 24 hours before the time of such meeting as specified in the notice. All notices

shall be given when deposited in the U.S. Mail, first class postage pre-paid, or personally delivered.

8.3 Quorum

The presence of a majority of the Members of the Board shall constitute a quorum for the transaction of any business. All actions of the Board shall be by motion or resolution and recorded in the minute book which shall be a public record, open for public inspection.

8.4 Adjournment

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular, adjourned regular, special, or adjourned special meeting, the secretary may declare the meeting adjourned to a stated time and place. Whenever any meeting is adjourned, the secretary shall cause a written notice of the adjournment to be given in the manner as provided in paragraph 8.2 for special meetings, unless such notice is waived as provided for special meetings; and immediately after the time of the adjournment the secretary shall post conspicuously a copy of the order or notice of adjournment on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held. When a regular or adjourned meeting is adjourned as provided in this section, the resulting adjourned meeting is a regular meeting for all purposes. when an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Article 9

Open Public Meetings Act

9.1 The provisions of the Open Public Meetings Act, RCW 42.30, as now or hereafter amended, shall be observed with respect to all special and regular meetings of the Board. Except as provided in said Act, all meetings of the board shall be open to the public and all persons shall be permitted to attend any meeting. No member of the public shall be required to register his name or other information, to complete a questionnaire, or otherwise to fulfill any conditions precedent to his attendance at such meetings except as may be reasonably required in order to preserve order. No resolution, motion, rule, regulation, order or directive shall be adopted by the Board except in a meeting open to the public, and then only at a regular meeting, the date of which has been fixed in accordance with the rules of the Board or at a meeting at which a notice of meeting has been given in accordance with this Agreement and with the Open Public Meetings Act.

Article 10

Principal Office

10.1 The principal office of the Joint Board shall be designated by a resolution of the Board. Once designated, the Board may specify a different location for its principal office by resolution entered as a matter of public record in its minute book not less than twenty (20) days before the change becomes effective. The Board may maintain such branch offices as it hereafter may specify by motion or resolution.

Article 11

Budgets, Appropriations and Loans11.1 General Administrative Budget

The board shall cause to be prepared a general administrative budget for each calendar quarter and submit the same to the Members of the Joint Board prior to approval by the Board of Directors at a regular meeting of the Board. The budget shall include an estimate of the amount of expenditures for general administrative purposes during the calendar quarter, including expenses of the Board, legal, engineering, and other expenses and contingencies.

11.2 Special Project Budgets

The Board shall cause to be prepared special budgets for studies, investigations, and special services to Members and shall submit the same to Members of the Joint Board prior to approval by the Board of Directors at a regular meeting of the Board. Such special budgets shall set forth the estimated sums to be expended for such expenses in connection with such studies, investigations, and special services to Members.

11.3 Financial Reports

The Board shall cause quarterly financial reports to be prepared, without audit, and submitted to the Members of the Joint Board as soon as practicable following the end of each quarter of the applicable fiscal year.

11.4 Audit

The funds of the Joint Board shall be subject to audit in the manner provided by law for the auditing of public funds.

11.5 Loans

The Joint Board is authorized to accept loans or grants of Federal, State, or private funds in order to accomplish its purposes and the purposes of RCW 39.34, provided each of the Members is authorized by law to receive such funds, and provided further that the acceptance is in accordance with the provisions of Article 4.1.

Article 12

Amendments to Agreement

12.1 Amendments to this Agreement shall be made in the following manner:

(a) A proposed amendment to the Agreement may be initiated by petition for such amendment signed by a majority of the Members of the Board, and the Board will thereafter consider such proposal.

(b) A proposed amendment may also be proposed by motion or resolution of the Board of Directors at any regular or special meeting of the Board.

(c) The Board shall consider the proposed amendment at a regular or special meeting thereof after written notice to all Board members setting forth the proposed amendment.

(d) If the proposed amendment is approved by the Board, the proposed amendment shall be submitted to the governing body of each Member for action.

(e) Subject to the provisions of paragraph 16.3 hereof, the proposed amendment shall be effective only when ratified by an affirmative vote of the governing bodies of a majority of the Members; provided, however, that the ratification of the majority of Members must take place within 90 days after the vote of the Board as provided in subparagraphs 12.1(c) and (d) of this Agreement.

Indemnification of Directors and Officers

13.1 The Joint Board shall indemnify every Board members, officer or employee of the Joint Board, their heirs, executors and administrators for any expenses or judgments which may be incurred or entered against such Board member, officer or employee of the Joint Board acting in the course of their duties; provided, however, the Joint Board shall not indemnify such directors, officers, employees or agents of the Joint Board where a court of competent jurisdiction has found that such person was not acting in good faith or within the scope of employment with or duties for the Joint Board.

Article 14

Assets of Joint Board

14.1 Any property, whether real or personal, tangible or intangible, acquired by the Joint Board shall be held in the name of the "Spokane Aquifer Joint Board". Any such property may be disposed of by the Board by resolution of the Board, in such manner and upon such terms and conditions as permitted by law and as the Board shall adopt in such resolution.

14.2 Upon termination of the Joint Board as provided in Article 15 hereof, the assets of the Joint Board shall be sold, all debts of the Joint Board shall be paid and the net proceeds then remaining shall be prorated in accordance with amounts contributed, and distributed back to the Members.

Article 15

Termination and Withdrawal

15.1 This Agreement and the Joint Board shall terminate and be of no further force or effect upon the occurrence of any of the following:

- (a) This dissolution of all but one (1) of the Members; or
- (b) The adoption of a resolution by the Board to terminate this Agreement and the Joint Board. Such a resolution shall be adopted in the same manner as provided in Article 12 of this Agreement for amendments; provided, however, that such a resolution shall require the affirmative vote of all but one of the Directors, and shall be effective only when ratified by an affirmative vote of the governing bodies of all but one of the Members; provided, further, that the required ratification of the Members must take place within ninety (90) days after the required affirmative vote of the Board.

15.2 Any Member may withdraw from this Agreement and the Board following adoption of a resolution stating intent to withdraw from the Member's governing body. The withdrawing member shall provide written notice of intent to withdraw to the secretary of the Board. The effective date of the withdrawal shall be ninety (90) days from the date of mailing or personal delivery of such notice to the secretary. The withdrawing member shall not be obligated for any financial obligations incurred by the Joint Board or for contributions coming due under Article 5 of this Agreement during such ninety (90) day period; provided, however, that such withdrawing member shall not be entitled to reimbursement or repayment of amounts paid under this Agreement or

any agreement executed by the Joint Board prior to the date of mailing or personal delivery of the notice provided in this paragraph 15.2.

Article 16

Filing and Effective Date

16.1 The undersigned shall become parties to this Agreement upon execution and delivery of this Agreement; provided, however, that such action shall be approved by ordinance, resolution, or otherwise pursuant to law of the governing body of the party proposing to execute this Agreement.

16.2 This Agreement shall be filed with the appropriate city clerk and county auditor and with the Secretary of State.

16.3 This Agreement shall be submitted to the Planning and Community Affairs Agency of the State of Washington. Any amendments to this Agreement shall also be submitted to the Planning and Community Affairs Agency of the State of Washington, and such amendments shall not be effective until the expiration of sixty (60) days after the submission of such amendments.

16.4 This Agreement shall be effective upon the later of the following events:

- (a) Execution and delivery of this Agreement by two (2) or more Members as provided in paragraph 16.1.
- (b) Filing of this Agreement as provided in paragraph 16.2.
- (c) Expiration of sixty (60) days after the submission of this Agreement as provided in paragraph 16.3.