

**INTERLOCAL AGREEMENT
OF THE BERTRAND, DRAYTON, LAUREL, NORTH LYNDEN,
SOUTH LYNDEN, AND SUMAS
WATERSHED IMPROVEMENT DISTRICTS**

**ESTABLISHING THE
AG WATER MANAGEMENT BOARD OF WHATCOM COUNTY**

This Agreement is entered into by the Bertrand, Drayton, Laurel, North Lynden, South Lynden, and Sumas Watershed Improvement Districts (“WIDs”), for the purpose of establishing the Joint WID Board of Whatcom County (“Joint WID Board”).

WHEREAS, the WIDs are established under Chapter 87.03 RCW, which governs the creation and operation of irrigation districts; and

WHEREAS, the WIDs are authorized under RCW 87.03.019 to participate in cooperative watershed management actions and Interlocal agreements for purposes of water supply, water quality, water resource, and habitat protection and management; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes local governments and special purpose districts to enter into Interlocal Agreements for the purpose of most efficiently implementing their powers and authorities; and

WHEREAS, the WIDs seek to address issues of critical importance to agricultural landowners in Whatcom County including water supply, drainage, and water quality; and

WHEREAS, the WIDs seek to function cooperatively to create administrative efficiencies and cost savings, and to promote consistent approaches to addressing the issues that impact agricultural landowners Whatcom County.

Now, Therefore Be It Resolved that the WIDs establish the WID Joint Board of Whatcom County through this Interlocal Agreement, and pursuant to the following terms, conditions, and procedures:

1. Creation of Organization: The WID Joint Board of Whatcom County (“WID Joint Board”) shall constitute a separate legal and administrative entity, established pursuant to Chapter 39.34 RCW as a public non-profit corporation in the manner set forth in Chapters 24.03 or 24.06 RCW. The WID Joint Board may approve governing documents as provided in those laws. In addition, the WID Joint Board shall constitute a watershed management partnership under RCW 87.03.019 and RCW 39.34.210

2. Intent and Purpose: The purpose and intent of the WID Joint Board shall include, but not be limited to the following:

- a. To provide a forum for coordinating the actions of individual WIDs relating to addressing water supply, water quality, drainage, and other issues affecting agricultural landowners in Whatcom County;
- b. To jointly ~~provide-cooperate on~~ provide-cooperate on organizational, administrative, and other services ~~to-for all the individual~~ WIDs in a manner that will provide cost savings and efficiencies;
- c. To represent the collective interests of the WIDs in project and policy efforts with other interests in Whatcom County and Washington State, including other local, state, tribal, federal, environmental, and agricultural entities;
- d. To ensure transparency and accountability in the operation of WIDs by establishing uniform procedures, education, and training opportunities for WIDs.
- e. To jointly and cooperatively provide and implement any of the powers and authorities of irrigation districts allowed under Chapter 87.03 RCW, Chapter 39.34, or other applicable laws.

3. Organizational Structure: The WID Joint Board shall be governed by a Board of Directors, which shall be composed of one member from each WID. Each WID shall select a Board member and two ~~alternate~~ esive by resolution. The WID Joint Board members shall select a Chair, Vice-Chair, Secretary, and Treasurer. The WID Joint Board may also create committees or task forces by vote of the Board as may be helpful in carrying out the Board’s business. A majority of any committee shall consist of elected board members of member WIDs. The WID Joint Board shall have authority

to hire staff and consultants as necessary to conduct the business of the WID Joint Board.

4. Voting: The Board can act only within the authority provided it by the individual WIDs. Except as provided otherwise in this Agreement, all Board actions must be approved by a 2/3 vote of the Board, based on a weighted voting procedure. Each WID Joint Board member will have the number of votes equal to the number of assessed acres within that WID, rounded to the nearest thousand, multiplied by .001. Based on the assessed acreage of each WID as of the date of this Agreement, the weighted voting procedure will be based on the following number of votes:

Commented [HB1]: Searching for providing both accountability to each WID and the flexibility to act in a timely manner. Anticipate requiring formal WID approval of annual budget and contracts and expenses over \$5k, \$10K, \$20K? Smaller actions could be taken in a more timely manner

WID	Acreage/Round to 1,000	Acres x .001 = # of Votes
Bertrand	14,666	15
Drayton	7,390	7
Laurel	8,229	8
North Lynden	6,014	6
South Lynden	12,993	13
Sumas	18,572	19
	67,864 acres	68

46 votes for majority

5. Funding Contribution and Budget: Each WID shall provide an annual funding contribution to the WID Joint Board based on a weighted funding calculation. The calculation of each WID’s funding share will be based on the same procedure used to calculate the WID Joint Board’s weighted voting procedure. The WID Joint Board shall develop a proposed budget for the following year by ~~November~~September 15¹ of each year, for review and approval by each individual WID. Based on the acreage of each WID as of the date of this Agreement, the weighted funding share shall be calculated as follows:

WID	# Votes/Total Votes	% Share of Funding
Bertrand	15	22%
Drayton	7	10%
Laurel	8	12%
North Lynden	6	9%
South Lynden	13	19%
Sumas	19	28%

6. Membership of Other Entities: The WID Joint Board may include additional members that are eligible to participate in Interlocal Agreements under Chapter 39.34 RCW. Such additional members may include other WIDs, local governments, or special purpose districts that have authority to address issues of mutual interest including water supply, water quality, or drainage. Additional members may be included only by unanimous vote of the WID Joint Board. Upon a vote to include a new member, the WID Joint Board shall make necessary modifications to this Agreement.

7. Mediation of Disputes: Any disputes under this Agreement may be resolved through mediation if requested by a WID.

8. Indemnification and Liability: Each WID shall hold harmless, defend, and indemnify the WID Joint Board against any and all claims, injuries, damages, losses or suits including attorneys fees arising out of the conduct of the WID Joint Board's actions made by the WID Joint Board, and any Board members, employees, officers, or contractors while performing in good faith and while acting within the scope of their employment or service. The WID Joint Board shall maintain insurance that includes necessary coverage for errors and omissions, general liability, automobile liability, and employer's liability.

9. Severability: If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions shall not be affected. In

such case, the WIDs agree to meet and amend this Agreement as may be mutually deemed necessary.

10. Entire Agreement: This Agreement constitutes the entire agreement between the WIDs with respect to the matters set forth herein. This Agreement may be amended in writing by mutual agreement of the WIDs.

11. Effective Date and Duration: This Agreement shall become effective following the approval of the Agreement by the governing body of each of the WIDs and the signing of the Agreement by a duly authorized representative of each WID, and shall remain in effect unless terminated.

12. Termination: Any WID may terminate its obligations under this Agreement upon one year advance written notice to the other WIDs. Following termination, any WID terminating its participation in this Agreement is responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

13. Headings: The paragraph headings in this Agreement are used solely for convenience and reference, and do not limit and expand the scope or intent of the section to which they pertain.

14. Counterparts: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute a single agreement.

15. Law and Venue: This Agreement is a contract governed by the laws of the State of Washington. The venue for any legal action arising from a dispute under this contract is the Superior Court for Whatcom County.

16. No Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement, and no person or entity other than the WIDs that are signatory to this Agreement shall have any right hereunder or any authority to enforce its provisions.

ENTERED into by the following WIDs on the dates indicated:

BERTRAND WATERSHED IMPROVEMENT DISTRICT

By Vern Vande Garde, President

Date

DRAYTON WATERSHED IMPROVEMENT DISTRICT

By Marty Maberry, President

Date

LAUREL WATERSHED IMPROVEMENT DISTRICT

By Mike Boxx, President

Date

NORTH LYNDEN WATERSHED IMPROVEMENT DISTRICT

By Casey Lankhaar, President

Date

SOUTH LYNDEN WATERSHED IMPROVEMENT DISTRICT

By Ed Blok, President

Date

SUMAS WATERSHED IMPROVEMENT DISTRICT

DRAFT – January 9, 2015

By Brad Rader, President

Date