

1 Management Project Administrative Decision-Makers and the Staff Team Roles and
2 Operating Procedures”; and
3

4 **WHEREAS**, details pertaining to financial administrative procedures, contract
5 execution and administration, and compliance with applicable audit requirements, among
6 other matters, remain to be defined; and
7

8 **WHEREAS**, RCW 39.34, the Interlocal Cooperation Act, provides statutory
9 authority and procedures for the adoption of interlocal agreements by governmental
10 entities whereby the parties to the agreements so formed are enabled to establish joint
11 administrative entities to perform the functions that are anticipated by statutes such as
12 RCW 90.82; and
13

14 **WHEREAS**, the Initiating Governments desire to establish by agreement the
15 necessary administrative procedures for financial administration, contract execution and
16 administration, and compliance with applicable audit requirements, in order to carry out
17 the purposes of RCW 90.82;
18

19 **NOW, THEREFORE, BE IT AGREED** by the parties hereto, namely, the
20 Lummi Nation, the Nooksack Tribe, Public Utility District #1 of Whatcom County, the
21 City of Bellingham, and Whatcom County, that:
22

23 **Joint Administrative Board.** There shall be established, or recognized hereby if
24 already established, a joint administrative board in accordance with the terms of the
25 written agreement of March 11, 1999, titled “WRIA 1 Watershed Management Project
26 Administrative Decision-Makers and the Staff Team Roles and Operating Procedures”
27 (hereinafter referred to as “Operating Procedures”), said board being comprised of the
28 Administrative Decision-Makers described therein, representing each of the five initiating
29 governments. This board shall be designated as the “Watershed Management Project
30 Joint Board.”
31

32 **Operating Fund.** Money received by the board from any source whatsoever
33 shall be deposited in a fund with the Whatcom County Treasurer, said fund to be
34 established by the board and designated as “Operating Fund of the Watershed
35 Management Project Joint Board.”
36

37 **Expenditure Authority.** Expenditures from the operating fund shall be
38 authorized in accordance with the procedures provided in the Operating Procedures,
39 dated March 11, 1999. Expenditures of those funds received from the State of
40 Washington or its political subdivisions shall be consistent with requirements adopted by
41 the State of Washington governing the expenditure of such funds.
42

43 **Contracting Authority.** The board shall have authority to enter into contracts to
44 carry out RCW 90.82, and to pursue legal redress in the appropriate forum, if necessary,
45 to enforce performance, and/or receive the benefits of such contracts. Decisions of the

1 board with regard to the same shall be made in accordance with the Operating Procedures
2 referred to elsewhere herein.

3
4 **Signature Authority.** The Whatcom County Executive, or his designee, is
5 hereby designated as the person with the authority and obligation to sign on behalf of the
6 board for all warrants of payment and on all contracts and other written instruments, and
7 amendments thereof, to which the board is a party.

8
9 **Receipt of Funds.** The board is authorized to receive funds by way of
10 appropriation by any of the parties hereto, and also to accept grant funding from any
11 source it deems appropriate, through its lead agency, so long as the conditions of funding
12 are consistent with the purposes of watershed planning as set forth in RCW 90.82.

13
14 **Budget.** On an annual basis, the joint board shall adopt a budget for the coming
15 fiscal year, which shall be the calendar year. The budget shall identify anticipated
16 sources of revenue, and shall identify anticipated expenditures both in terms of the nature
17 of the tasks to be performed and the amount of expenditure anticipated for the various
18 tasks. The budget document may be modified, altered, or expanded during the course of
19 the budget year consistent with the procedures provided for in the Memorandum of
20 Agreement and the Operating Procedures.

21
22 **Record Keeping.** The board is authorized and directed to establish procedures
23 for record keeping that will enable each of the initiating governments to meet their
24 respective audit requirements.

25
26 **Term.** This agreement shall commence as of December 1, 1999, and shall
27 continue indefinitely until cancelled by consensus of those parties that have not
28 previously terminated their involvement in this agreement under the termination clause,
29 infra.

30
31 **Termination.** A party may terminate its participation in and under this
32 agreement thirty days after providing written notice to the other parties of its intent to do
33 so, subject to satisfaction of all financial obligations.

34 A party to this agreement may also terminate its participation upon failure of one
35 or more of the other parties to comply with the provisions of this agreement thirty days
36 after giving written notice of the non-performance and the subsequent failure of those
37 parties to perform in accordance with the terms herein.

38
39 **Acquisition and Disposition of Property.** Any and all property, real and/or
40 personal, that may be acquired by the parties hereto in the course of planning under RCW
41 90.82 shall be acquired by the parties in their individual status, or by separate agreement
42 between the parties, so that upon termination of this agreement, there shall be no property
43 jointly held under this agreement for which disposal is necessary. Money remaining in
44 the Operating Fund at the time of the termination of this agreement shall be used to retire
45 any outstanding financial obligations incurred by the board. Any remaining balance shall
46 be returned to the entity that originally provided the funds to the extent that the funds

1 have not lost the identity of their source through commingling, and to the extent that they
2 have, shall be returned to their sources on a proportional basis. Unexpended grant funds,
3 if there are such, shall be returned to the lead agency for proper disposition.
4

5 **Contact Persons.** The following persons are responsible for the administration of
6 this agreement for their respective governmental entities and shall be the official point of
7 contact between the joint board, each of the other parties, and that entity:
8

9 Lummi Nation: Merle Jefferson
10 2616 Kwina Road
11 Bellingham, WA 98226
12 Phone: (306) 384-2225; Fax: 384-4737
13 E-mail: merlej@lummi-nation.bia.edu
14

15 Nooksack Tribe: Bob Kelly
16 P. O. Box 157
17 Deming, WA 98244
18 Phone: (360) 592-2632; Fax: 592-5753
19 E-mail: bobk@premier1.net
20

21 PUD No. 1: Tom Anderson
22 1705 Trigg Road
23 Ferndale, WA 92848
24 Phone: (360) 384-4288; Fax: 384-4849
25 E-mail: publicud@nas.com
26

27 City of Bellingham: Mark Asmundson
28 210 Lottie Street
29 Bellingham, WA 98225
30 Phone: (360) 676-6979; Fax: 738-7418
31 E-mail: masmundson@cob.org
32

33 Whatcom County: Pete Kremen
34 311 Grand Avenue
35 Bellingham, WA 98225
36 Phone: (360) 676-6717; Fax: 676-6775
37 E-mail: pkremen@co.whatcom.wa.us
38

39 **Relationship of the Parties.** The parties hereto agree that each is an independent
40 entity operating pursuant to the terms and conditions of this agreement. No agent,
41 employee, or representative of any party shall be deemed to be an agent, employee, or
42 representative of any other party for any purpose. Each party shall be solely and entirely
43 responsible for the acts of its agents and employees during the term of this agreement.
44

45 **Indemnification.** Each party, as an indemnitor, agrees to protect, defend, hold
46 harmless, and indemnify each other party from and against all claims, suits, and actions

1 arising from the intentional, reckless, or negligent acts or omissions of such indemnitor
2 and its agents or employees during the term of this agreement.

3
4 **Modification.** No changes or modifications of this agreement shall be valid or
5 binding upon any party to this agreement unless such changes or modifications be in
6 writing and executed by all parties.

7
8 **Filing of Agreement.** Notwithstanding any provision to the contrary and in
9 compliance with RCW 39.34.040, this agreement and any modification thereof shall not
10 be effective until a copy hereof is filed with the appropriate person within each entity,
11 and the Washington Secretary of State, PROVIDED that any delay in effecting
12 compliance with this section shall not affect the stated term thereof.

13
14 **Form of Execution.** This agreement may be executed in multiple counterparts.

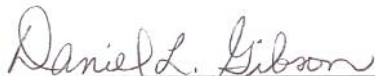
15
16 14th IN WITNESS WHEREOF, the parties hereto have executed this agreement this
17 14 day of January, 2000.

18
19 WHATCOM COUNTY

20
21 

22
23 PETE KREMEN
24 County Executive

25 APPROVED AS TO FORM:


26
27 

28
29 Daniel L. Gibson, Senior Civil
30 Deputy Prosecuting Attorney

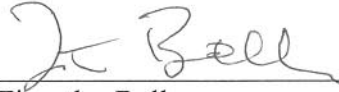
31
32
33
34 STATE OF WASHINGTON)
35) ss.
36 COUNTY OF WHATCOM)

37
38 On this 14th day of January, 2000, before me personally appeared
39 Pete Kremen, to me known to be the Executive of Whatcom County and who executed
40 the above instrument and who acknowledged to me the act of signing and sealing thereof.



47
48 
49 NOTARY PUBLIC in and for the State
50 of Washington, residing in Bellingham.
51 My commission expires: May 20, 2003

LUMMI INDIAN BUSINESS COUNCIL



Timothy Ballew
Chairman

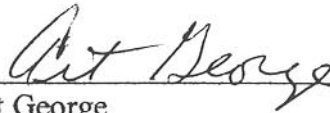
Approved as to Form



HARRY L. JOHNSEN
of Attorneys for the
LUMMI INDIAN BUSINESS COUNCIL

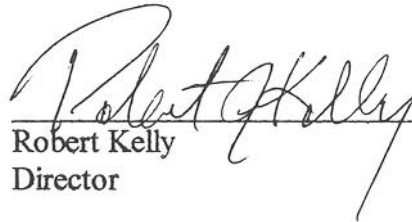
INTERLOCAL AGREEMENT BETWEEN
LUMMI NATION, NOOKSACK TRIBE, PUBLIC UTILITY DISTRICT NO. 1,
CITY OF BELLINGHAM, WHATCOM COUNTY
Dated 12/09/99

NOOKSACK TRIBAL COUNCIL



Art George
Chairman

NOOKSACK NATURAL RESOURCES DEPARTMENT



Robert Kelly
Director

Approved as to Form

Thomas P. Schlosser
Attorney for the
Nooksack Tribe

PUBLIC UTILITY DISTRICT NO. 1

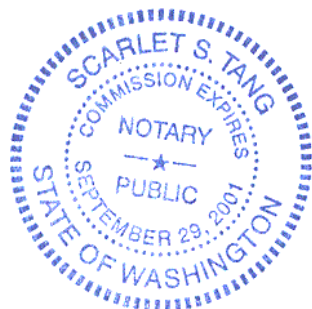
By: Tom Anderson

Title: General Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 14th day of January, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tom Anderson to me known to be the (president, vice president, secretary, treasurer, or other authorized officer or agent as the case may be) of the firm that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said firm for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument and that the seal affixed is the corporate seal of said firm.

WITNESS my hand and official seal hereto this 14th day of January, 2000.



Scarlett S. Tang

NOTARY PUBLIC in and for the state of
Washington, residing at Bellingham
My commission expires: Sept 29, 2001

