

**Lewis County Public Facilities District
Resolution No 2011-003**

A RESOLUTION of the Board of Directors of the Lewis County Public Facilities District, approving the Interlocal Agreement among Public Facilities Districts within the State of Washington to form a voluntary association, define its purpose, organization and other matters related thereto:

RETURN TO:

SPOKANE PUBLIC FACILITIES DISTRICT
Attn: Clerk of the Board
720 West Mallon Avenue
Spokane, Washington 99201

**AN INTERLOCAL AGREEMENT AMONG PUBLIC FACILITIES DISTRICTS
WITHIN THE STATE OF WASHINGTON TO FORM A VOLUNTARY
ASSOCIATION, DEFINE ITS PURPOSE, ORGANIZATION AND OTHER MATTERS
RELATED THERETO**

THIS INTERLOCAL AGREEMENT is made and entered into this 22nd day of November, 2011, by and between those Public Facilities Districts set forth in Exhibit A attached hereto, duly authorized and operating pursuant to the laws of the State of Washington individually referred to as "**Member**" and jointly referred to as "**Members**."

WITNESSETH:

WHEREAS, the provisions of RCW Chapter 39.34 allow two or more public entities to enter into an agreement for a joint or cooperative action to exercise and enjoy the privileges and authority conferred by the State of Washington; and

WHEREAS, the Washington State Legislature has authorized the formation of public facilities districts ("**Districts**") pursuant to RCW Chapter 36.100 and RCW Chapter 35.57 as amended ("**PFD Legislation**") for the purpose of constructing, owning and operating sports facilities, entertainment facilities, convention facilities or regional centers, together with contiguous parking facilities;

WHEREAS, the Members desire to form a voluntary association to support and enhance the exchange of information, delivery of services, capital improvements, and such other matters that serve the best interests of the Members, their guests, licensees and residents.

NOW, THEREFORE, the Members agree as follows:

1. **Name/Organization.** A statewide voluntary association, comprising representatives of the Members is hereby created and shall be known as the "Association of Washington State Public Facilities Districts" hereafter referred to as the "**Association.**"

2. **Purpose.** The Members desire to coordinate and cooperate to facilitate the development, improvement, operation, maintenance, service delivery, and other matters to enhance the function and purpose of public facilities districts in the State of Washington.

3. **Authority of Association.** The responsibilities and authority of the Association shall be as follows:

(a) Periodically review PFD Legislation and make recommendations that serve the best interests of the Members;

(b) Promote local, regional and state issues that enhance the purpose, development, operations and services of Districts;

(c) Gather information and resources to promote the best interests of the Members;

(d) Develop policies, goals, objectives and positions to enhance the facilities and services provided by Districts;

(e) Develop an annual work program and budget as set forth herein; and

(f) Perform such other functions as the Association may determine to be consistent with this Agreement and related State law.

4. **Jurisdictional Area.** The Association's area of jurisdiction shall consist of public facilities districts in the State of Washington.

5. **Governing Body and Officers.** The governing body (the "Board") of the Association shall consist of five (5) voting persons.

(a) The Board shall be elected by the Members upon majority vote prior to January 1 of each year and shall be comprised of active members of participating PFD boards. A Nominating Committee shall be formed by the Board to seek nominations from the membership to fill vacancies on the Board. The Board shall establish the procedures for the Nominating Committee and the date of the Board election.

(b) Board members shall serve three (3) year terms. For the initial Board, two (2) members shall serve two (2) year terms, and three (3) members shall serve three (3) year terms.

The initial Board is:

Betty Erickson	betty.erickson@comcast.net	Cowlitz PFD
Frank Finneran	ff@frankfinneran.com	WA State Convention Center PFD
Mick McDowell	harleyshel@hotmail.com	Spokane PFD
Mark Olson	markgo@aol.com	Everett PFD
Dean Strawn	deanstrawn@charter.net	Kennewick PFD

The terms for the initial Board members shall be: (i) Mark Olson and Mick McDowell, 2 years and (ii) Betty Erickson, Frank Finneran and Dean Strawn, 3 years. The Board shall elect a Chair and Vice Chair ("Officers") by majority vote.

(c) The term of office for a Board member shall commence January 1. A Board Member who, during a calendar year, has three (3) unexcused absences from regular Board meetings shall be automatically removed from the Board, without further action. The Board may fill vacancies by nomination from the Chair followed by a majority vote of the Board.

6. Meetings. The Association shall hold regular Board meetings. The Chair may call a special meeting or executive session at the request of a majority of the Board.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members, the form of the agenda, the regular meeting date and such other matters that relate to the conduct of the Association's business. Such rules shall be adopted and may be amended by a four-fifths (4/5) positive vote of the Board, or by amendment to this Agreement as provided herein.

All meetings of the Board shall be open to the public. A quorum for the purpose of transacting business shall consist of a simple majority of the Board. All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those present. Board members shall be entitled to one vote. Provided, however, that the following actions shall take an affirmative vote of a majority of the voting membership of the Board:

- (a) Approval of the annual budget expenditure division among the Members; and
- (b) Addition of new members.

7. Staff and Support. The Board may arrange for administrative support services, including but not limited to, clerical, purchasing, accounting, computer, and professional/consultant services, and others as deemed necessary.

8. **Work Program and Annual Budget.** The Board shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific activities and projects to be undertaken by the Association. The proposed annual budget shall set forth the methodology for determining the allocation of costs, appropriations and expenditures to each Member.

The Board shall submit the proposed work program and budget to the Members by October 1 of the preceding year. The budget shall contain individual assessments to be paid by Members. Approval or rejection of such budget by each Member shall be submitted to the Association by November 1 of each year. Approval of the budget by a Member shall include an agreement to pay the annual Member assessment.

Following a request from a Member to perform services on a specific project, not identified in the work program, the Board may impose a special assessment on the requesting Member. The special assessment shall be: (a) reasonably determined by the Board and (b) reimburse the costs and expenses associated with the specific project.

The annual budget and/or work program of the Association may be amended by vote of the Board, provided such amendment does not increase a Member assessment.

9. **Allocation of Costs, Appropriations and Expenditures.** It is anticipated that most projects and programs of the Association will involve mutual benefit to its Members. Costs of the annual budget expenditures shall be divided among the Members as recommended by the Board and approved by the Members. Any additional agency joining the Association as a Member, shall contribute as agreed with the Board.

Each Member accepting the proposed Association budget shall submit its payment on or before January 20 of the budget year. The funds of such joint operation shall be deposited in the public treasury of a Member as agreed upon by the Members; and such funds shall be subject to the audit and fiscal controls as determined by the State Auditor.

Payment of all claims shall be signed by the Chair or designee, and approved monthly by the Board.

10. **Insurance.** The Association may obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Association, provided, insurance coverage for comprehensive general liability, auto liability, employment practices liability, public officials errors and omissions liability, shall not be less than \$1,000,000 in the aggregate.

11. **Hold Harmless/Indemnity.** The Association shall indemnify and hold its Members, officers, employees, agents, and volunteers, harmless from and against, any and all claims, demands, orders, decrees, liabilities or judgments for costs, expenses, fees and damages to any person or property arising, or resulting, from any act or omission on the part of the Association, its agents, employees or volunteers, in the performance of this Agreement. The

Association shall at its expense defend any action or proceeding for damages brought against its officers, employees, volunteers and Members arising from acts or omissions performed, in good faith, on behalf of the Association. A procedure for such defense may be established pursuant to RCW 4.96.041.

12. **Amendments And New Members.** This Agreement may be amended by unanimous consent of the Members. New members may join the Association following unanimous consent of the Members and written acceptance of the terms of this Agreement.

13. **Termination Of Membership.** Any Member may terminate membership in the Association by giving written notice to the Association prior to November 1. Termination will be effective January 1 of the following year.

14. **Effective Date and Binding Agreement.** This Agreement shall be effective upon acceptance and signature by the Members.

15. **General Terms.** This Agreement contains terms and conditions agreed upon by the Members.

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

This Agreement shall be construed under the laws of Washington.

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 but one and the same.

16. **RCW Chapter 39.34 Required Clauses**

A. PURPOSE
See Section No. 2 above.

B. DURATION

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

The Board shall administer the joint and cooperative undertakings set forth herein.

D. RESPONSIBILITIES OF THE PARTIES

See above.

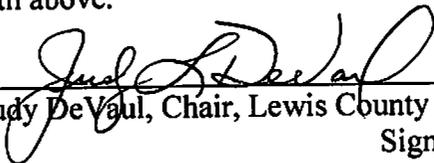
E. AGREEMENT TO BE FILED

This Agreement may be filed with the County Auditor of the Member or published on the Members' websites, as available.

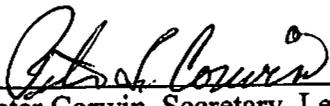
F. FINANCING
See above.

G. TERMINATION
See above.

Agreed the day and year set forth above.



Judy DeVaul, Chair, Lewis County Public Facilities District
Signed: November 22, 2011



Peter Corwin, Secretary, Lewis County Public Facilities District
Signed: November 22, 2011

EXHIBIT A

- (1) Benton County PFD, PO Box 217, Richland, WA
- (2) Capital Area PFD, 420 College Street SE, Lacey, WA
- (3) Clark County PFD, 301 W. 6th Street, Vancouver, WA
- (4) Cowlitz PFD, 1900 7th Avenue, Longview, WA
- (5) Edmonds PFD (Snohomish), 410 4th Avenue N, Edmonds, WA
- (6) Everett PFD (Snohomish), 2000 Hewitt Ave., Suite 200, Everett, WA
- (7) Grays Harbor County PFD, 120 W Chance A La Mer Ave, Ocean Shores, WA
- (8) Kennewick PFD (Benton), 7016 W. Grandridge Blvd., Kennewick, WA
- (9) Kent PFD, 625 W. James Street, Kent, WA
- (10) Kitsap PFD, 9657 Levin Road NW Suite 260, Springdale, WA
- (11) Lewis County PFD, [PO Box 509](#)~~1611 N National Ave~~, Chehalis, WA [98532-0509](#)
- (12) Lynnwood PFD (Snohomish), 3815 196th Street SW #136, Lynnwood, WA
- (13) National Flight Interpretive Center (Snohomish) , 8415 Paine Field Blvd., Mukilteo, WA
- (14) Pasco PFD, PO Box 293, Pasco, WA
- (15) Richland PFD, 1776 Fowler St., Richland, WA
- (16) Skagit County PFD, 2501 E. College Way, Mount Vernon, WA
- (17) Spokane PFD, 720 West Mallon, Spokane, WA
- (18) Tacoma PFD, 1500 Broadway, Tacoma, WA
- (19) Tri-Cities Regional PFD, PO Box 217, Richland, WA
- (20) Vancouver PFD, 301 W. 6th Street, Vancouver, WA
- (21) Washington State Convention Center PFD, 800 Convention Place, Seattle, WA
- (22) Wenatchee PFD, 1300 Walla Walla Ave, Wenatchee, WA
- (23) Whatcom County/Bellingham PFD, 210 Lottie St. Bellingham, WA
- (24) Yakima PFD, 10 N 8th Street, Yakima, WA