

WSU
#15094

PALOUSE BASIN AQUIFER COMMITTEE INTERAGENCY AGREEMENT

I. PARTIES

DEC 04 2003
GENERAL

This agreement (AGREEMENT) is entered into between the city of Pullman, a municipal corporation of the state of Washington (PULLMAN); the city of Moscow, a municipal corporation of the state of Idaho (MOSCOW); Whitman County, a municipal corporation of the state of Washington (WHITMAN); Latah County, a political subdivision of the state of Idaho (LATAH); the University of Idaho, an institution of higher education of the state of Idaho (UI); Washington State University, an institution of higher education of the state of Washington (WSU); and the city of Colfax, a municipal corporation of the state of Washington (COLFAX). In this AGREEMENT, all the above entities are referred to as PARTY or jointly as the PARTIES. Additional governmental entities may be included in this AGREEMENT by addendum executed by all PARTIES existing at that time and the proposed additional PARTY.

II. AUTHORITY AND GOVERNANCE

The PARTIES are authorized to enter into and carry out this AGREEMENT pursuant to the provisions of Idaho Code and Article IX, Section 10 Idaho Constitution, and Chapter 39.34 of the Revised Code of Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules; and
- b. provisions of the agreement, including materials incorporated by reference.

III. PURPOSE

The common water supply serving the western portion of Latah County, Idaho in the general vicinity of MOSCOW, and the eastern portion of Whitman County, Washington in the general vicinity of PULLMAN (referred to herein as the Palouse Basin Aquifer), is an important regional concern and maintaining and conserving that resource is of critical importance to each PARTY to this Agreement. The PARTIES deem it to be in the public interest to work jointly and cooperatively on water resource problems and issues, while maintaining a consideration of the benefits of growth activity and economic development.

IV. ADMINISTRATION OF AGREEMENT AND COMMITTEE

- A. Establishment of Committee: In order to carry out the purpose of this AGREEMENT, the PARTIES hereby establish a committee to be known as the Palouse Basin Aquifer Committee (PBAC).
- B. Membership: PBAC shall consist of a maximum of two (2) members representing each of the PARTIES. Each member shall serve at the pleasure of the PARTY that appoints that member. It is preferred that each PARTY have one (1) member with a technical background and another member who is in an administrative/leadership position with that PARTY.
- C. Duties of PBAC: PBAC shall:
1. Coordinate planning to assure a long-range supply of water to the PARTIES.
 2. Maintain and continue to update and expand the databases developed through previous studies and data acquisition efforts.
 3. Encourage conservation to promote the life of the Palouse Basin Aquifer.
 4. Investigate supplemental and/or alternate sources of water.
 5. Educate and advise the PARTIES on the quantity and quality of the public water supply within the Palouse Basin Aquifer.
 6. Act as liaison between the PARTIES on water resource concerns.
 7. Promote communication between the PARTIES, the Washington Department of Ecology, and the Idaho Department of Water Resources.
 8. Perform such other duties or functions as may be agreed to by the PARTIES in writing and made an addendum to this Agreement.
- D. Powers: PBAC shall have the power to:
1. Collect and disseminate statistics and other information.
 2. Allocate expenditures of funds contributed by the PARTIES.
 3. Designate one of the PARTIES as a depository for funds and for the administration of those funds.

4. Request that the PARTY designated pursuant to Section IV.D.3. employ an individual to work on PBAC matters. Such personnel shall serve at the pleasure of and under the control of the employing PARTY and PBAC. Such personnel shall be subject to a Work Plan, approved by the employing PARTY and PBAC, which shall include the requirement of regular written progress reports to PBAC and which shall contain measurable criteria upon which job performance may be assessed. The complete salary, benefits, and necessary support, including office supplies and equipment, for any and all such personnel shall be paid by PBAC with the funds deposited pursuant to Section IV.D.3.
 5. PBAC may enter into legal and financial agreements, such as for research projects, and may purchase and hold personal property, if it is within the financial resources available to PBAC. If real property or an interest therein is to be acquired to support or facilitate a PBAC function or activity, the PARTIES shall determine how said real property or interest therein shall be acquired, held, and ultimately disposed. It is the intent of PBAC that an individual PARTY or combination of PARTIES shall hold said property or property interest. PBAC, per se, shall not hold real property.
 6. Apply for and administer grants.
 7. Work with the PARTIES in educating the public.
- E. Meetings, Officers, and Voting:
1. PBAC shall hold meetings as set forth in its Bylaws.
 2. PBAC shall elect officers as set forth in its Bylaws.
 3. Voting shall be by members or alternates as set forth in the Bylaws.
- F. Annual Report: PBAC shall publish a report of its activities on an annual basis.
- G. Bylaws: PBAC may adopt, amend, or repeal Bylaws, in whole or in part, which are consistent with the terms and conditions of this AGREEMENT, by a majority vote at any regular or special meeting of PBAC. A majority vote for the purposes of adopting, amending, or repealing the Bylaws means a majority of all members of PBAC with then-existing voting rights as detailed in Section V.D. and not merely a majority of a quorum as defined in the Bylaws.

V. FINANCING

- A. Budget: Annually, PBAC shall establish a budget for the ensuing fiscal year (July 1st through June 30th of the following year), which budget shall be established in sufficient time to allow each PARTY to budget its contribution for the year. Any such approved budget shall not be exceeded without the express approval of PBAC.
- B. PARTY Contributions: Contributions are due July 1st of the fiscal year and are past due on February 1st of the same fiscal year.
- C. Funding: The funding contributions for administration and projects shall be as follows:

Amended in 2019

1. UI, WSU, MOSCOW, and PULLMAN shall each, as its contribution, pay \$8000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have two (2) voting members pursuant to Section IV.B.
2. LATAH, WHITMAN, and COLFAX and any subsequently admitted PARTY shall each, as its contribution, pay \$2000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have one (1) voting member pursuant to Section IV.B. Any said PARTY that increases its contribution to \$8,000 shall have said voting membership increased to two (2) for the related fiscal year.
3. The amounts established in Sections V.C.1 and V.C.2 may only be raised or lowered by a two-thirds (2/3) majority vote of all members with then-existing voting rights as detailed in Section V.D.

Amended in 2007

4. Additional funding may be provided for any specific project according to the interests and benefits of each participating PARTY. Said funding shall be approved by each PARTY participating in said project.

- D. Voting Rights: Any PARTY past due in the payment of its contribution for the operating budget of PBAC, pursuant to Sections V.B., V.C.1, and V.C.2, shall be encouraged to continue participating in PBAC but shall lose voting rights, until such time as that PARTY pays said contribution for the current fiscal year. Payment of said contribution for previous fiscal years is not required as a condition of reestablishing voting rights. Loss of voting rights as provided herein shall be the sole consequence of a PARTY'S delinquency in or failure to pay its contribution for any fiscal year.

E. Dissolution and Disbursement of Funds and Property:

1. Any PARTY may automatically withdraw from PBAC by submitting to the remaining PARTIES a written statement setting forth its intent to withdraw at least sixty (60) days prior to the effective date of its withdrawal. If a PARTY withdraws, it shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of its withdrawal.

A withdrawing PARTY retains the right to share in the distribution of assets should PBAC be dissolved during the same fiscal year as the PARTY withdrew. A withdrawing PARTY waives any claim to receive a pro-rata share of surplus funds or distribution of personal property if PBAC is dissolved in a subsequent fiscal year.

2. PBAC shall be dissolved through a written agreement approved by a majority of the PARTIES or through the withdrawal of PARTIES to the extent that only three (3) PARTIES remain. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
3. Any surplus funds remaining at the time of dissolution shall be distributed to the PARTIES in proportion to the amount of money each PARTY contributed to the PBAC budget during the current fiscal year.
4. Any personal property remaining at the time of dissolution shall be equitably distributed among the PARTIES or, at the discretion of the PARTIES with then-existing voting rights, surplus with the proceeds distributed pursuant to Section V.E.3. Ownership of real property or property interest vested in a PARTY or PARTIES at the time of dissolution shall continue to be held by said PARTY or PARTIES.

VI. RECORDS MAINTENANCE

PBAC shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the activities described herein. These records shall be subject to inspection, review or audit by personnel of all PARTIES, other personnel duly authorized by either party, Washington State's Office of the State Auditor, and other state and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and Washington State's Office of the State Auditor, other state and federal auditors authorized by law, and any persons duly authorized by the PARTIES shall have full access to and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one PARTY to this agreement to another PARTY, will remain the property of the furnishing PARTY, unless otherwise agreed. The receiving PARTY will not disclose or make available this material to any third parties without first giving notice to the furnishing PARTY and giving it a reasonable opportunity to respond, which shall be deemed to be five (5) working days from actual notice. Each PARTY will utilize reasonable security procedures and protections to assure that records and documents provided by the other PARTY are not erroneously disclosed to third parties. However, nothing herein shall affect the disclosure or availability of records or other information pursuant to the applicable provisions of the Washington and/or Idaho public records laws.

VII. RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PBAC. Each PARTY shall have the right to use such data. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs within licensing limitations, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VIII. LIABILITY

Each PARTY to this AGREEMENT shall be responsible for its own acts and the acts of its officers, employees and agents. No PARTY to this AGREEMENT shall be responsible for the acts of others. For the purpose of this AGREEMENT, the officers, employees, or agents of each PARTY who are engaged in the performance of activities under this AGREEMENT will continue to be officers, employees, or agents of that PARTY and shall not be considered for any purpose to be officers, employees, or agents of any other PARTY. Each PARTY agrees to indemnify any other PARTY for any liability resulting from the actions of itself or its employees.

IX. DISPUTE RESOLUTION

In the event that a dispute arises under this AGREEMENT, it shall be resolved in the following manner: Each PARTY to this AGREEMENT shall appoint a member to resolve the dispute. If necessary, the members so appointed shall jointly appoint an additional member to resolve the dispute so that at all times there shall be an uneven number of dispute resolvers. The dispute resolvers shall determine the process to use, evaluate the facts and contract terms, review applicable statutes, regulations and rules, and resolve/decide the dispute. The determination of the dispute resolvers shall be final and binding on the PARTIES. There shall be no cost to the PARTIES for this service. The PARTIES may enforce the decision, if necessary, in an applicable state court.

X. EFFECTIVE DATE AND DURATION

- A. Effective Date: This AGREEMENT shall be effective when the last signatory approves or ratifies and executes this AGREEMENT.
- B. Filing: Copies of this AGREEMENT shall be filed with the Pullman City Clerk, Whitman County Auditor, the Secretary of State of the state of Washington, the Moscow City Clerk, the Latah County Auditor, the Secretary of State of the state of Idaho, and the Colfax City Clerk prior to its entry into force.
- C. Duration: This AGREEMENT shall have a term of twenty (20) years from and after the effective date, unless PBAC is sooner dissolved as set forth in Section V.E.2.

XI. ASSIGNMENT

The activities to be provided under this Agreement, and any claim arising hereunder, are not assignable or delegable by any PARTY in whole or in part, without the express prior written consent of all other PARTIES, which consent shall not be unreasonably withheld.

XII. WAIVER

A failure by a PARTY to exercise its rights under this agreement shall not preclude that PARTY from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the PARTY and attached to the original Agreement.

XIII. NOTICES

All notices, demands, requests, or other communications required to be given or sent to the PARTIES under this Agreement will be in writing and will be mailed by first-class mail, postage prepaid, addressed as noted below, or transmitted by hand delivery, facsimile, or internet e-mail:

CITY OF PULLMAN
Attn: Public Works Director
325 SE Paradise Street
Pullman, WA 99163

CITY OF MOSCOW
Attn: Public Works Director/City Engineer
P.O. Box 9203
Moscow, ID 83843

WHITMAN COUNTY
Board of County Commissioners
Whitman County
404 North Main
Colfax, WA 99111

LATAH COUNTY
Board of County Commissioners
P.O. Box 8068
Moscow, ID 83843

UNIVERSITY OF IDAHO
Assistant Director, Utilities &
Engineering Facilities
875 Perimeter Drive
University of Idaho
Moscow, ID 83844-2281

WASHINGTON STATE UNIVERSITY
Attn: Assistant Director; Architectural,
Engineering, and Construction Services
Facilities Operations
P.O. Box 641150
Pullman, WA 99164-1150

CITY OF COLFAX
Attn: City Administrator
P.O. Box 229
Colfax, WA 99111

Each PARTY may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile or internet e-mail transmission.

XIV. AMENDMENTS, SEVERABILITY, AND COMPLETE AGREEMENT

- A. This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.
- B. If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.
- C. This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

XV. SIGNATURES

IN WITNESS WHEREOF, the undersigned parties to this AGREEMENT affirm that they have been granted the authority to sign this document on behalf of their respective entities.

CITY OF PULLMAN

Mitchell D. Chandler
Name: Mitchell D. Chandler
Title: Mayor
Date: June 19, 2003
Attest: May Wren

CITY OF MOSCOW

Marshall H. Cross
Name: MARSHALL H. CROSS
Title: MAYOR
Date: 5/19/03
Attest: Stephanie K. Galay

WHITMAN COUNTY

G. B. Pritch
Name: G. B. Pritch
Title: Chairman/Boce

Greg Partch
Name: Greg Partch
Title: Commissioner

Les Wigen
Name: Les Wigen
Title: Commissioner

Date: 5-12-03
Attest: Maribeth Becker

LATAH COUNTY

Paul J. Kimmel
Name: PAUL J. KIMMEL
Title: BOCC CHAIRMAN

Tom J. Stroschein
Name: TOM J. STROSCHIN
Title: COMMISSIONER

John A. Nelson
Name: JOHN A. NELSON
Title: COMMISSIONER

Date: 5-19-03
Attest: Rachel E. Bausce, deputy clerk

UNIVERSITY OF IDAHO

Laura E. Hubbard
Name: Laura E. Hubbard
Title: VP Finance & Admin. University of Idaho
Date: 6/16/03
Attest: Tamara Arnot

WASHINGTON STATE UNIVERSITY

Gregory P. Royer
Name: Gregory P. Royer
Title: VP for Business Affairs Washington State University
Date: 5/21/03
Attest: Judith K. Murphy

CITY OF COLFAX

Emily Adams
Name: Emily Adams
Title: City Administrator
Date: 6/23/03
Attest: Carol Ann

ADDENDUM TO PALOUSE BASIN AQUIFER COMMITTEE INTERAGENCY AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO, CITY OF PULLMAN, WASHINGTON, UNIVERSITY OF IDAHO AND WASHINGTON STATE UNIVERSITY RELATING TO ADDITIONAL FUNDING CONTRIBUTIONS FOR SPECIFIC RESEARCH PROJECTS

WHEREAS, Section V.C.4 of the Palouse Basin Aquifer Committee Interagency Agreement (PBAC Agreement) provides: "Additional funding may be provided for any specific project according to the interests and benefits of each participating PARTY. Said funding shall be approved by each PARTY participating in said project;" and,

WHEREAS, the City of Pullman, City of Moscow, Washington State University, and University of Idaho desire to contribute annually additional funds for specific research projects relating to the Palouse Basin Aquifer; and,

WHEREAS, it is in the best interests of the four parties to this Addendum to determine the specific research projects for which these additional contributions shall be utilized.

Now, therefore, the City of Pullman, City of Moscow, Washington State University, and University of Idaho agree:

1. To contribute an additional sum of \$20,000 per year to PBAC,
2. That these additional contributions may be expended by PBAC on a specific project or projects only as approved by a unanimous vote of the PBAC members representing the City of Pullman, City of Moscow, Washington State University, and University of Idaho. Non-contributing PBAC members are not entitled to vote on the expenditure of these additional contributions.

Dated this 1st day of October, 2007.

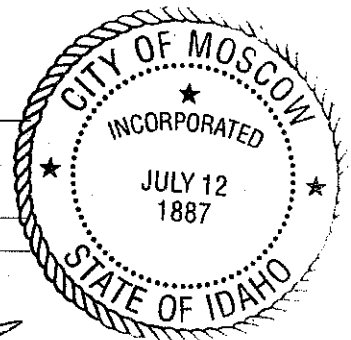
IN WITNESS THEREOF, the undersigned parties to this ADDENDUM affirm that they have been granted the authority to sign this document on behalf of their respective entities.

CITY OF PULLMAN

Glenn A. Johnson
 Name: Glenn A. Johnson
 Title: Mayor
 Date: June 20, 2007
 Attest: Trina Wro
 Finance Director

CITY OF MOSCOW

Nancy Chaney
 Name: Nancy Chaney
 Title: Mayor
 Date: 10-18-07
 Attest: Paul Jones



WASHINGTON STATE UNIVERSITY

Gregory P. Royer
 Name: Gregory P. Royer
 Title: VP Business Affairs
 Date: _____
 Attest: Judith Dwyer
 Notary

UNIVERSITY OF IDAHO

Lloyd E. Mues
 Name: LLOYD E. MUES
 Title: VP (EVA) UT
 Date: 10 SEP 07
 Attest: _____

RESOLUTION NO. R-01-19

A RESOLUTION INCREASING FUNDING CONTRIBUTIONS FOR THE PARTIES COMPRISING THE PALOUSE BASIN AQUIFER COMMITTEE.

WHEREAS, the PARTIES comprising the Palouse Basin Aquifer Committee (PBAC) currently consist of the City of Pullman, the City of Moscow, Whitman County, Latah County, the University of Idaho, and Washington State University; and,

WHEREAS, the PARTIES have entered into an Interagency Agreement through which they operate as the Palouse Basin Aquifer Committee; and,

WHEREAS, the PARTIES first increased operational funding in 2007 in accordance with PBAC Resolution No. R-01-07; and,

WHEREAS, Section V.C. of said Interagency Agreement establishes funding contributions for the PARTIES and related voting rights for members of PBAC; and,

WHEREAS, Section V.C.3. of said Interagency Agreement provides that said funding contributions may be raised or lowered by a two-thirds (2/3) majority vote of all members of PBAC with voting rights; and,

WHEREAS, the members desire to increase the operating funding contributions of all PARTIES of the Palouse Basin Aquifer Committee; now, therefore.

IT IS HEREBY RESOLVED that Section V.C.1. of the Palouse Basin Aquifer Committee Interagency Agreement is revised to read as follows:

“UI, WSU, MOSCOW, and PULLMAN shall each, as its contribution, pay \$27,000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have two (2) voting members pursuant to Section IV.B.”

BE IT FURTHER RESOLVED that Section V.C.2. of the Palouse Basin Aquifer Committee Interagency Agreement is revised to read as follows:

“LATAH and WHITMAN and any subsequently admitted PARTY shall each, as its contribution, pay \$6,750 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have one (1) voting member pursuant to Section IV.B. Any said PARTY that increases its contribution to \$27,000 shall have said voting membership increased to two (2) for the related fiscal year.”

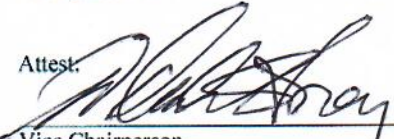
BE IT FURTHER RESOLVED that this resolution shall become effective with the contributions that will be due from the PARTIES on July 1, 2019, and shall remain effective thereafter until amended by subsequent action.

Adopted by at least two-thirds (2/3) majority of all members of the Palouse Basin Aquifer Committee with voting rights on the 18th day of JULY, 2019.

Dated this 18th day of JULY, 2019.



Chairperson

Attest: 

Vice Chairperson