

Draft: Interlocal Agreement Between the Town of Twisp, the Town of Winthrop and Okanogan County for the Governance of Methow Aquatic District

This Agreement is made and entered into between the Town of Twisp (hereinafter referred to as "Twisp") the Town of Winthrop (hereinafter referred to as "Winthrop") and Okanogan County (hereinafter referred to as "County"). The purpose of this interlocal agreement is to determine the membership of the governing board of the Methow Aquatic District, a metropolitan park district passed by the voters within boundaries that coincide with the boundaries of the Methow Valley School District on date, and to be certified date.

Pursuant to RCW 35.61.050(4), Twisp, Winthrop and the County agree as follows:

1. MAD. The Methow Aquatic District, hereinafter MAD, is a Metropolitan Park District organized pursuant to Chapter 35.61 RCW.

2. Limit on Liability. All liabilities incurred by the MAD shall be satisfied exclusively from the assets, credit, and properties of the MAPD. No creditor or other person shall have any right of action against or recourse to Twisp, Winthrop, the County or their respective assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the MAPD. Nothing contained in this Agreement nor any acts of the parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture, or of joint board, of any association between any of the parties to this Agreement, nor shall the MAD be deemed or construed to be a subdivision, agency, joint board, or any type of affiliate, or joint or intergovernmental agency or board of any party or combination of parties.

3. Purpose. The purpose of the MAD is to develop, construct, operate, and maintain the Methow Aquatics Center and related existing and future facilities

4. Board Composition. Management of all MAPD affairs shall reside in the Board. The Board shall be composed of five members who shall be appointed in accordance with the following process:

(a) Twisp shall annually appoint two members of the MAD Board. One appointee shall be a member of the Twisp Town Council. The other appointee shall be an elector and resident of the Methow Valley School District. The person may be, but is not required to be, a member of the Twisp Town Council, but may not be a Okanogan County Commissioner.

(b) Winthrop shall annually appoint two members of the MAD Board. One appointee shall be a member of the Winthrop Town Council. The other appointee shall be an elector and resident of the Methow Valley School District. The person may be, but is not required to be, a member of the Winthrop Town Council, but may not be a Okanogan County Commissioner.

(c) The County shall annually appoint one member of the MAD Board. This appointee shall be a member of the Okanogan County Board of Commissioners representing District #2.

5. Terms of Office.

(a) The terms of office of the first appointed Board members shall commence on the effective date of their appointments and shall continue through date, or until their successors are appointed, whichever occurs later.

(b) Beginning in year, and each year thereafter, Twisp, Winthrop, and the County shall, as early in each calendar year as feasible, appoint members to the MACMPD Board in accordance with Section 4 above. The members shall serve a one-year term, from January 1 to December 31, or until their successors are appointed, whichever occurs later.

(c) Removal of Board Members. Each Board member shall comply with all applicable laws and regulations regarding the duties, responsibilities, and code of ethics for public officials. Board members shall serve at the pleasure of the appointing body and, with or without cause, may be removed from office by the appointing body. Twisp, Winthrop, or the County may by resolution remove the Board member it appointed and shall proceed as soon as practicable to select and appoint an appropriate replacement. The term of any Board member removed pursuant to this section shall expire when the member receives a copy of the resolution advising him or her that he or she has been removed pursuant to this section.

6. Quorum. A majority of the whole Board shall constitute a quorum for purposes of conducting the affairs of the MAD.

(a) Except as provided in paragraph (b) below, as to matters requiring Board approval, such approval shall be obtained at any regular or special Board meeting by an affirmative vote of not less than a majority of the whole Board.

(b) Actions Requiring Super Majority Approval of Board. Board approval as to the following matters must be obtained at any regular or special Board meeting by an affirmative vote of at least four of the Board members:

(i) Adoption or amendment of by-laws;

(ii) Levy of any tax; and

(iii) Employment or termination of the Center Director.

7. Officers of MAD. Tenure of Officers. The Board members shall annually elect from among themselves the following MAD officers: The Chair, the Vice Chair, and other officers as the Board deems appropriate. The MACMPD Board may adopt by-laws providing for additional officers;

governing the corporate offices and tenure of officers; the number of positions, powers and duties, and term of each corporate office; the manner of appointment, selection, or election of office holders and the appointing, selection, or electing MAPD; performance of duties of the office upon illness, death, incapacity, or absence of the corporate officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers.

8. Center Director. The Board shall appoint and employ a Center Director who shall be responsible for the administration of the affairs of the MAD.

(a) The Center Director is authorized to:

(i) Supervise, direct, and control of the business and affairs of the MAD in accordance with policies adopted by the Board;

(ii) Supervise and be responsible for the effective management of the affairs of the MACMPD in accordance with policies adopted by the Board;

(iii) To the extent authorized in the budget approved by the Board, employ such other personnel as the Director determines to be needed from time to time to carry out the purpose of the MACMPD; and

(iv) Perform such other duties as delegated or assigned by the Board.

(b) The Center Director shall:

(i) Assure that all agreements and programs of the MAD are faithfully executed;

(ii) Recommend for adoption by the Board such actions as they may deem necessary or expedient;

(iii) Prepare and submit to the Board such reports as may be required by that body or as s/he may deem it advisable to submit;

(iv) Keep the Board fully advised of the financial condition of the MACMPD and its future needs;

(v) Prepare and submit to the Board a proposed budget for the fiscal year, and to be responsible for its administration upon adoption;

(vi) Perform such other duties as the Board directs.

(c) Nothing in this Agreement shall make any employee of one party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to any applicable law, or any other rights or privileges accorded by virtue of their employment. No party assumes any responsibility for the payment of any

compensation, fees, wages, benefits or taxes to or on behalf of any other party's employees. No employees or agents of one party shall be deemed, or represent themselves to be, employees of another party

9. Creation of Citizens Advisory Committee. The Board shall, as soon as feasible, establish a permanent Citizens Advisory Committee. The purpose of the Committee is to provide comment and advice to the Board on all matters and issues relating to the policies of the Board and to the operation and maintenance of the MAC. The Board shall consider, but is not bound by, comment and advice given to the Board by the Committee. The Board shall determine the composition of the Committee and the terms of office of its members, consistent with the purpose of the Committee.

10. Meetings

- (a) The Board shall establish and publish a schedule of regular meetings.
- (b) The Board shall meet as necessary but not less than once each month.
- (c) Special meetings of the Board may be called as provided in the Bylaws.
- (d) Board meetings shall be held either at TBD and shall be open to the public.

11. Parliamentary Procedure. The rules of Robert's Rules of Order (Newly Revised, 10th edition) shall govern the WSMPD in all cases to which they are applicable.

12. Bylaws. Within 60 days of the initial seating of the initial Board of Commissioners of the MACMPD, the Board shall adopt initial Bylaws for the organization. The initial Bylaws may be amended by the Board to provide additional or different rules governing the MACMPD and its activities as are not inconsistent with statutes and this Agreement.

13. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Amendments. This Agreement may be amended in writing signed by the authorized representatives of the parties.

15. Entire Agreement. No other understanding, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. Counterparts. This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall

constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**Town of Twisp**

By:  
Soo Ing-Moody, Mayor

Attest:

By:  
Randy Kilmer, Town Clerk

Approved as to form:  
By:  
Town Attorney

Dated this *date*

**Town of Winthrop**

By:  
Sally Ranzau, Mayor

Attest:

By:  
Town Clerk

Approved as to form:  
By:  
Town Attorney

**Okanogan County**

By:

Attest:  
County Clerk

Approved as to form:  
County Attorney

DRAFT