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**INTER-GOVERNMENTAL COOPERATION AGREEMENT
FACILITY USAGE IN THE CITY OF COLVILLE, WASHINGTON**

THIS AGREEMENT made and entered into this 10th day of May, 1999, by and between the Community Colleges of Spokane, an agency of the State of Washington, hereinafter referred to as the College; the City of Colville, a municipal corporation in the State of Washington, hereinafter referred to as the City; and Colville School District No. 115, a school district of the State of Washington, hereinafter referred to as the School District. Subsequent reference to the College, the City and the School District, in a Collective sense, shall be by use of the term Participant Agencies.

WHEREAS, pursuant to the powers accorded to the Participant Agencies by RCW 39.34.020. the College, the City and the School District possess authority to execute an inter-governmental cooperation agreement for the purpose of providing services and facilities to meet the various needs and ongoing development of the Participant Agencies; and

WHEREAS, the College is desirous of establishing a cooperative program with the City and the School District for the purpose of making recreational and educational facilities available to meet the needs of the College's students and other employees; and

WHEREAS, the City and the School District are similarly desirous of utilizing the facilities of the other Participant Agencies so as to meet all the recreational needs of the citizens of the City of Colville, and the students, employees and other citizens of the School District; and

WHEREAS, the facilities provided by each Participant Agency will be mutually agreed among parties involved.

- Community College Classrooms
- Community College Conference and Convention Center
- City of Colville Softball and Baseball Fields
- City of Colville Area Parks
- City of Colville Athletic Equipment
- City of Colville Libraries
- City of Colville Swimming Pool
- City of Colville/School District Spencer Tennis Courts
- School District Auditorium
- School District Gymnasiums & Cafeterias
- School District Athletic Fields
- School District Athletic Equipment
- School District Classrooms
- Other facilities and areas mutually agreed upon;

NOW THEREFORE, in consideration of the initial covenants and agreements hereinafter contained, the Participant Agencies hereto agree as follows:

ARTICLE I - AGENCY ADMINISTRATORS & JOINT BOARD RESPONSIBILITIES

Pursuant to the terms of RCW 39.34.020 there shall be created a Joint Board to consist of six members who shall be selected as follows:

One member representing the College, to be designated by the Director thereof, one member from the Colville Park & Recreation Department representing the City; one member representing the School District, to be appointed as the School Board sees fit; and the Agency Administrator from each Participant Agency.

Said Joint Board shall meet as needed to make necessary decisions regarding dispute resolutions (see Article II, Section 5), amendments to this agreement, or other related issues.

Each Participant Agency shall appoint an Administrator who shall keep a master calendar of events scheduled for all facilities held by that Agency. Individual contacts per facility may vary between the Athletic directors/Coordinators or Head Secretary. Meetings will be held once a year in May or as needed.

ARTICLE II - USE OF FACILITIES

It is understood that in the course of exercising the discretion conferred on him/her by this agreement, the Administrators shall take into account the following primary considerations:

1. Each Participant Agency shall receive first consideration in the use of its own facilities. Participant Agencies shall receive first consideration in the use of facilities before other users.
2. Facilities shall be made available to users according to each Participant Agencies policies.
3. Participant Agencies may be required to provide staff and/or materials to assist in the upkeep of equipment or facilities (i.e., yearly replacement of High School volleyball net by the City, School District providing liner for fields during school softball games).

4. When one Participant Agency is using the facilities of another, the Administrator of the using agency shall ensure that the following requirements are met:
 - a) Proper use and care of all capital equipment.
 - b) See that all individuals leave the facilities at the agreed upon time and that if indoor facilities are used, that all windows are closed and locked, lights are turned out and exterior doors locked.
 - c) See that any damage or misconduct by any person or persons in the course of the program are reported to the appropriate individuals as soon as possible.
 - d) Ensure that street shoes or tennis shoes worn from home are not allowed on gymnasium floors, that food and drinks are not allowed in the gym facility, and that shower usage is supervised.
 - e) Set up all needed equipment and ensure that it is put back in its proper place at the completion of each facility usage.
5. Resolution of disputes should be handled internally by the Agency Administrators. If a dispute pertains to policy, the matter will be elevated to the Joint Board for resolution.

ARTICLE III - FEES, CHARGES & LIABILITY

Any Participant Agency may assess and collect reasonable and necessary fees from persons participating in activities held on or within another agency's property. During use, each of the agencies will hold and save harmless the other from all loss, damage, liability or expense (including expense of litigation) resulting from any actual or alleged injury to any person, or from any actual or alleged loss of, or damage to, any property caused by or resulting from any act or omission of the agency using the facility of another, its officers, agents, employees, guests invitees or visitors. Each participant agency agrees to carry One Million Dollars of general liability limits.

ARTICLE IV - METHOD OF FINANCING

Each Participant Agency shall make adequate provisions within its respective budget to provide for the execution of its responsibilities set forth in this agreement, except in areas where mutual agreement is made for one agency to provide services to another to enhance the recreational opportunities of the service area.

ARTICLE V - DURATION OF AGREEMENT

The duration of this agreement shall be indefinite, provided, however, that this agreement may be terminated by any of the Participant Agencies by the provisions of a sixty (60) days written notice to the other agencies. In the event this agreement is terminated by any of the agencies, the surviving Participants are not precluded from continuing this agreement.

Dated this 17th day of November, 1987.
Revised this 23rd day of September, 1993.
Revised this 19th day of May, 1999.

Ronald H. DePogge
Executive Dean
Institute of Extended Learning

Ann Munnis
College Administrator

Ralph Nullos
Mayor, City of Colville

Deborah Stewart
Recreation Coordinator

Karen Vaagen
President, Board of Directors
Colville School District No. 115

al Bushnell
Activity Director
School District Administrator

Richard Dole
Superintendent of Schools
Colville School District No. 115

Approved as to form:

ACB
City Attorney
Andrew C. Braff