

10-0462
**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE VALLEY, CITY
 OF SPOKANE CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT,
 AND SPOKANE COUNTY REGARDING JOINT OFFERING OF CERTAIN
 RECREATIONAL PROGRAM CLASSES**

THIS AGREEMENT, made and entered this 18th day of May, 2010, by and between Spokane County, a political subdivision of the State of Washington ("County"), City of Spokane Valley, a municipal corporation of the State of Washington ("Spokane Valley"), the Spokane Parks and Recreation Department ("Spokane Parks"), and the City of Spokane, a municipal corporation of the State of Washington ("Spokane"), and jointly hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW Section 36.68.020, the County, acting through its Board of County Commissioners, may conduct programs of public recreation, and in any such program property or facilities owned by any individual, group or organization, whether public or private, may be utilized by consent of the owner; and

WHEREAS, pursuant to the provisions within Title 35 RCW, Spokane and Spokane Valley have the statutory authority to conduct recreational programs; and

WHEREAS, pursuant to the provisions of Chapter 39.34 RCW, two or more public entities may jointly contract between each other to perform functions which each may individually perform; and

WHEREAS, the Parties desire to jointly offer certain recreational opportunities to residents of the City of Spokane, the City of Spokane Valley, and the unincorporated areas of Spokane County; and

WHEREAS, the Parties desire to clearly identify what role each of them is to play in registration, supervision, payment, and administration of any jointly offered programs.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter, the Parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to summarize the terms and conditions upon which the Parties will manage the recreational opportunities they decide to jointly offer to the community. This includes the rights and obligations of the Parties under this Agreement.

SECTION 2: TERM

Subject to its other provisions, the period of performance of this Agreement shall commence on May 21, 2010, and be completed by December 31, 2012 unless terminated sooner as provided herein.

SECTION 3: TERMINATION

Except as otherwise provided in this Agreement, any Party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating Party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

SECTION 4: CONTRACT MANAGEMENT

The Parties hereby appoint the following individuals, or their designees, as their representatives for the purpose of ensuring that the provisions of the Agreement are satisfied:

SPOKANE COUNTY: Parks, Recreation and Golf Director
 404 North Havana
 Spokane, WA 99202

CITY OF SPOKANE: Mayor
 City of Spokane
 Seventh Floor, City Hall
 808 West Spokane Falls Boulevard
 Spokane, WA 99201

SPOKANE PARKS AND RECREATION DEPARTMENT:
 Director
 Spokane Parks and Recreation Department
 Fifth Floor, City Hall
 808 West Spokane Falls Boulevard
 Spokane, WA 99201

CITY OF SPOKANE VALLEY:
 Director
 Spokane Valley Parks and Recreation Department
 2426 North Discovery Place
 Spokane Valley, WA 99216

SECTION 5: PERFORMANCE

- A. The above-designated representatives will meet regularly as needed to decide matters pertaining to the administration of all jointly offered activities.
- B. Each Party shall advertise for the programs through their own agencies, as well as jointly collaborating on flyer publications.
- C. Each Party shall take registrations for the programs. Parties will communicate throughout the registration process for program coordination and logistical purposes.
- D. All consumable expenses, items or services that will be utilized during the specific activity shall be treated as joint expenses and divided equally amongst the three agencies.
- E. All expenses for items that will stay with the host agency after the duration of the activity for future use are not considered joint expenses, and shall remain the property of the Party which provided or paid for them.
- F. All consumable expenses shall be approved in writing by all Parties prior to purchase.
- G. A budget shall be created for each jointly offered program with the written approval of the three agencies.
- H. All Parties shall agree on a common price for each activity. The intent of the pricing structure will be to, at the minimum, recoup all of the direct costs and will work to support agency administrative costs.
- I. If an activity does not cover all of the direct costs the agency representatives are authorized to cancel the activity.
- J. Any agency may decline to committing resources to a specific activity, and may choose not to participate at any time.
- K. All revenues and consumable expenses shall be shared equally between the participating agencies. Upon the completion of the activity, the agency hosting the activity shall provide an itemized invoice to each Party for payment within 45 days. Delinquent payments shall bear interest at the rate of one percent (1%) per month.
- L. Equipment that is purchased for co-offered programs shall not be used for events by an individual agency without prior written consent of the other parties.
- M. Facility space for the programs may be provided or facilitated through the City of Spokane Valley, City of Spokane Parks and Recreation Department, and Spokane County.

- N. The agency representatives responsible for scheduling facilities for programs for each agency shall have responsibility for administering the reservations and coordination with each site.
- O. All programs jointly offer shall be open to the general public.
- P. In the event that the Parties no longer wish to co-offer a program, supplies purchased jointly shall be divided jointly amongst the agencies, or one agency has the option to purchase another agencies share for the original cost if both parties are in agreement, minus any depreciation. Depreciation shall be calculated at ten percent (10%) per year from the date of purchase, with a maximum depreciation of fifty percent (50%) of the original cost.

SECTION 6: INDEMNITY & HOLD HARMLESS

Each of the Parties shall defend, indemnify and hold harmless the other participating agencies, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of facilities of programs from any activity, work or thing done, permitted, or suffered by the Party using the facilities of the other, its officers, agents, employees, guests, invitees or visitors in or about the facilities except only such injury or damage as shall have been occasioned by the sole negligence of the host jurisdiction.

SECTION 7: INSURANCE

Each party agrees to procure and maintain for the duration of this agreement, General Liability Insurance with minimum coverage limits in the amount of \$5,000,000 per occurrence and statutory Workers Compensation coverage for their employees & volunteers. Proof of Insurance shall be submitted to each party upon request with a current Certificate of Insurance that names the other parties as Additional Insured.

SECTION 8: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

SECTION 9: ENTITIES/ PROPERTY

- A. No new entities are created by this Agreement.
- B. No real or personal property will be transferred as part of this Agreement.
- C. No joint board will be created to administer the provisions of this Agreement.

SECTION 10: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by the Agreement. No agent, employee, servant or otherwise of a Party shall be deemed to be an employee, agent, servant, or otherwise of any other Party for any purpose, and the employees of a Party are not entitled to any of the benefits that any other Party provides for its employees. Each Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

SECTION 11: RECORDS MAINTENANCE

The Parties shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by all Parties in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of the Parties, other personnel duly authorized by any Party, the Office of the State Auditor, and federal officials so authorized by law. The Parties will retain all books, records, documents, and other material relevant to this agreement for five years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

SECTION 12: AGREEMENT TO BE FILED.

The City of Spokane and the Spokane Parks and Recreation Department shall file this Agreement with their City Clerk and post it on their internet website. The County of Spokane may either file this agreement with the Spokane County Auditor or post it on its internet website. The City of Spokane Valley shall file this Agreement with its City Clerk and shall either file this Agreement with the Spokane County Auditor or post it on its internet website.

SECTION 13: MISCELLANEOUS PROVISIONS

- A. Non-Waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce any Party to sign this Agreement.
- C. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. Assignment. No Party may assign its interest in this Agreement without the express written consent of the other Parties.
- E. Severability. 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.
- F. Compliance With Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this

Agreement.

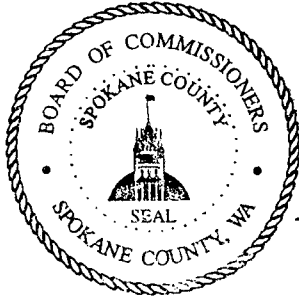
- G. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- H. Venue Stipulation. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

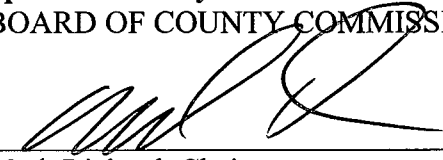
SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** See Section No. 9 above. .
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** See Section No. 12 above. .
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 3 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 5 above..
- I. **CONTRACT ADMINISTRATION.** See Section No. 4 above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year set forth herein above.

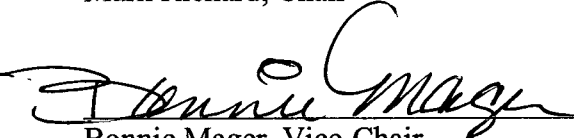
Spokane County:
BOARD OF COUNTY COMMISSIONERS





Mark Richard, Chair

ATTEST:



Bonnie Mager, Vice-Chair




Daniela Erickson
Clerk of the Board



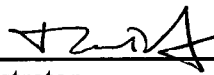
Todd Mielke, Commissioner

City of Spokane Valley

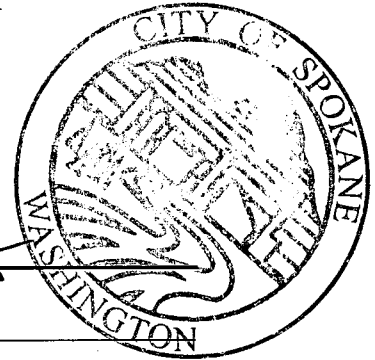
City of Spokane



City Manager
Date: May 25, 2010

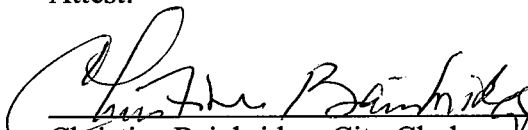


City Administrator
Date: 10/11/10

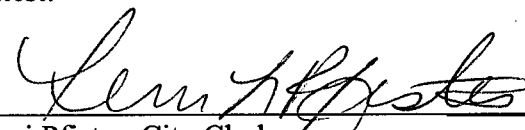


Attest:

Attest:



Christine Bainbridge, City Clerk



Terri Pfister, City Clerk

Approved as to form:

Approved as to form:

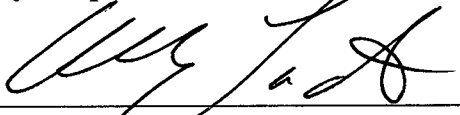


Office of the City Attorney



Office of the City Attorney

City of Spokane Parks and Recreation Department



Director



Minor Contract Summary

OPR # 2010-0823
Cross Ref
Destruct Date 2019

~~Incomplete Submittals will be returned to the contractor. All requirements are met.~~

(Summary to be printed on green paper)

CR # _____

Date: 9/15/10

Type of Contract:

- New Contract
- Renewal
- Amendment
- Extension
- Public Works
- Other

Contractor/
Consultant/
Vendor

Name: SPOKANE COUNTY PARKS AND RECREATION
 Address: 404 N. HAVANA
 City, State, Zip: SPOKANE, WA, 99202
 Remittance Address:
 City, State, Zip: CITY OF SPOKANE VALLEY PARKS AND REC.
 Phone: 2426 N. DISCOVERY PLACE
 E-Mail: SPOKANE VALLEY, WA, 99216

Summary of Services TO PROVIDE AND MANAGE JOINTLY, RECREATIONAL PROGRAMS

Amount: \$ 500 Check if tax is included

Budget Code: 1400 54100 74213 54201

RECEIVED

OCT 11 2010

CITY CLERK'S OFFICE
SPOKANE, WA

~~RECEIVED~~

~~SEP 15 2010~~

~~CITY CLERK'S OFFICE
SPOKANE, WA~~

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: 5/18/10 Expiration Date: 12/31/12 Open-Ended:

- Quotes (per Purchasing Policy)
- City of Spokane Business License # _____
- W-9 (for new contractors/consultants/vendors)
- Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Requester

- Division Manager CRAIG BUTZ
Type Name
- Director of Parks and Recreation Leroy Eadie

[Signature]
Initials

Funds are available in the appropriate budget account:

- Accountant Judy Moss

Initials

Initials

Distribution List: By: mdc Date: 10/15/10

Parks and Recreation	Additional Dept.
Park Accounting	Additional Dept.
	Contractor:
	E-mail:



11707 E. Sprague Ave. • Suite 106 • Spokane Valley, WA 99206
(509) 921-1000 • Fax (509) 921-1008 • cityhall@spokanevalley.org

May 25, 2010

Teri Pfister, City Clerk
City of Spokane
West 808 Spokane Falls Blvd.
Spokane, WA 99201

RECEIVED

MAY 26 2010

CITY CLERK'S OFFICE
SPOKANE, WA

RE: Interlocal Agreement Re Joint Recreational Program Classes

Dear Teri:

Enclosed please find three original Interlocal Agreements as noted above. Once all signatures have been secured, please send one of the original contracts back to me.

Thank you for your help.

Sincerely,

A handwritten signature in cursive script that reads "Chris".

Chris Bainbridge, CMC
Spokane Valley City Clerk