

City of Cheney
609 2nd Street
Cheney, WA 99004

CITY OF CHENEY, WASHINGTON
RESOLUTION NO. E-019

**A RESOLUTION TO ENTER INTO AN UPDATED AGREEMENT
WITH THE CITIES OF MEDICAL LAKE AND AIRWAY HEIGHTS
FOR THE PURPOSE OF COLLABORATING TO PROVIDE THE
WEST PLAINS WITH COMBINED RECREATIONAL
OPPORTUNITIES**

WHEREAS, the Cities of Medical Lake, Airway Heights, and Cheney created a partnership in 2006 to create combined adult sports leagues; and

WHEREAS, the Joint Board that was created to oversee the program has recommended that we update the previous agreement; and

WHEREAS, the Parks & Recreation Department and the City of Cheney support the Joint Board and recommend approval of the agreement.


NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Cheney by majority vote hereby authorizes the Mayor to enter into the intergovernmental agreement that regulates these combined programs.

ADOPTED, on this ^{14th day} ~~9th~~ **day of February, 2012** by the Cheney City Council at their regularly scheduled council, meeting at Cheney Council Chambers, 609 2nd Street, Cheney, WA 99004.



Tom Trulove, Mayor

Attest:



Cynthia L. Niemeier, City Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR COMBINED RECREATIONAL EFFORTS IN THE WEST PLAINS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Cheney, the City of Medical Lake and the City of Airway Heights code cities organized under Title 35A RCW, hereinafter referred to as "Cheney," "Airway Heights," and "Medical Lake" for the purpose of collaborating to provide the West Plains with combined recreational opportunities.

ARTICLE I – ADMINISTRATOR & JOINT BOARD RESPONSIBILITIES

1.1 Joint Board - Pursuant to the terms of RCW 39.34.030 there shall be created a Joint Board to consist of three members who shall be selected by the Recreation Division of each participating city. The Joint Board members will be selected each year and shall meet monthly or as needed to discuss and vote on matters pertaining to the administration of all jointly offered activities. A minimum of two votes is required for a majority vote on any matter. If a Joint Board member is unavailable to attend the meeting they may designate a replacement from their agency to represent their respective city, as long as they provide prior notification to the other two cities.

1.2 Activity/Season- At the beginning of each year the Joint Board will select the quantity of activities and period of time to be offered for that calendar year based on feedback, community need, and resources. Each city will be responsible for taking the lead role for an equal amount of activities, unless otherwise agreed to by the Joint Board.

1.3 Lead Administrator – When a city is responsible for taking the lead role for a specific activity, it is their responsibility to select a Lead Administrator to coordinate the activity. The Lead Administrator will work with each city to secure the facilities necessary, and will then prepare all schedules, rosters, rules, and preliminary budgets to support the activity. All schedules, rules, and preliminary budgets must be pre-approved by the Joint Board prior to distribution to participants.

ARTICLE II – METHOD OF FINANCING

2.1 Expenses – A consumable expense is for an item or service that will be utilized during that specific activity. All consumable expenses may be submitted as a joint expense and will be divided equally amongst the three cities. A permanent expense is an item that will stay with the host city after the duration of the activity for future use. Permanent equipment may be a required purchase for a city to participate in the activity and is not considered a joint expense. It is the responsibility of the Lead Administrator to submit a preliminary budget and proposed participation fee to the Joint Board. All expenses must be approved by the Joint Board prior to being made. Once the preliminary budget is approved it is the responsibility of the Lead Administrator to purchase all supplies, secure all officials, and acquire any other approved items necessary to offer the activity, and will there in after seek compensation from participating cities.

2.2 Revenues – In order to offer equality to all communities the Joint Board must agree on a common price for each activity. This may require minor flexibility with each cities current program fee structures. The intent of the pricing structure will be to, at a minimum, recoup all of the direct costs and will work to support departmental administrative costs. A three hundred dollar (\$300.00) Administration mark up fee will be applied to all league activity fees as compensation for the time spent administering the activity; this will be considered a direct cost of the activity, calculated into the final budget. If an activity does not cover all of the direct costs the Joint Board has the ability to vote and cancel the activity. If any city is uncomfortable committing resources to a specific activity they may choose to not participate at any time. If this occurs, only the participating cities will have voting authority. Each

city has the ability to collect revenue for any activity and is required to submit a list of participants to the Lead Administrator by the agreed upon date.

2.3 Compensation – The City that provides the Lead Administrator will be responsible for seeking reimbursement of joint expenses previously agreed upon in the final budget proposal.

2.4 Payment – Each City will report to the Lead Administrator the number of teams and participants registered and the amount of revenue collected by the City. All revenues collected by each city will be considered revenue for that city. The Lead Administrator will pro-rate the joint expenses of the activity based upon each city's proportionate share of the total participation. Upon the completion of the activity, the Lead Administrator will submit a final accounting, including invoices, that outlines in detail all expenses, revenues and participation numbers for each city, and the proportionate payment due from each city. Each city will pay its proportionate share within 60 days of the receipt of the accounting.

ARTICLE III – FACILITIES

It is the responsibility of the host city to reserve and secure all facilities for all of the activities in their city. The host city should provide the Lead Administrator with a list of all available facilities for the activity at least forty-five days in advance of the start date. The host city is also responsible for ensuring that buildings are unlocked and available for use at the scheduled times. Any special facility instructions may require additional staff support from the host city, examples could be facility alarms, key check-outs, etc.

ARTICLE IV - DURATION

The duration of this agreement shall commence upon execution by the parties and shall continue in full effect through December 31, 2012. Thereafter, this Agreement shall be extended for one year terms, unless any of the parties notify the others, in writing, allowing thirty (30) days' before the termination or modification of the agreement. If this occurs, the remaining parties have the ability to continue with the agreement through the duration of the term.

ARTICLE V - HOLD HARMLESS & INDEMNIFICATION

Each of the Participating Agencies 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 or 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 city.

ARTICLE VI – JURISDICTION AND VENUE

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Furthermore, the venue and jurisdiction of any action brought hereunder shall be in the Superior Court of the State of Washington in and for Spokane County. The parties to this agreement stipulate to the personal jurisdiction of said Superior Court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below their respective signatures.

CITY OF CHENEY, WA

EXECUTED this ____ day of _____, 2012.

C. Tom Trulove, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MEDICAL LAKE, WA

EXECUTED this ____ day of _____, 2012.

John Higgins, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF AIRWAY HEIGHTS, WA

EXECUTED this ____ day of _____, 2012.

Patrick Rushing, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney