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INTERLOCAL AGREEMENT FOR IMPROVEMENT OF RECREATIONAL FACILITIES

THIS AGREEMENT, made and entered this day 11 of June, 2006, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "COUNTY" and the City of Airway Heights, a municipal corporation of the State of Washington, having offices for the transaction of business at P. O. Box 969, Airway Heights, Washington 99001, hereinafter referred to as the "CITY", 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 36.68.090, the COUNTY, acting through its Board of County Commissioners, may build, construct, control, operate and maintain parks, playgrounds, gymnasiums and other recreational facilities; and

WHEREAS, pursuant to the provisions within Title 35 RCW, the CITY has the statutory authority to own, construct and operate recreational facilities; 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 CITY has requested certain moneys from the COUNTY to be used for the purpose of improving park and recreational facilities in the CITY, which facilities are accessible to residents of the unincorporated area of Spokane County; and

WHEREAS, the COUNTY is desirous of making available to the CITY moneys to make certain improvements to its park and recreational facilities.

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

SECTION 1: PURPOSE

The COUNTY has the legal authority to provide recreational facilities in the unincorporated areas of Spokane County. At the present time, there is a need for updated and additional recreational facilities in Commissioner District No.3, the boundaries of which encompass the CITY. The CITY is desirous of constructing, improving and upgrading recreational facilities within its boundaries; and, in conjunction therewith, has requested that the COUNTY contribute \$10,000.00 toward such activities. The purpose of the Agreement is for the COUNTY and the CITY to set forth those provisions under which the COUNTY will make a \$10,000.00 contribution toward improving and upgrading of such recreational facilities.

The CITY agrees to improve and upgrade those recreational facilities, more particularly described in Attachment "A", which is attached hereto and incorporated herein by reference. The COUNTY agrees to make available to the CITY \$10,000.00 for the improvement and upgrade of such recreational facilities. Said money will be paid to the CITY upon the submittal of a written request directed to Doug Chase, Spokane County Director of Parks, Recreation and Golf, having offices at the above address of the COUNTY. The COUNTY upon receipt of the request will forward a warrant in the amount of \$10,000.00 to the CITY within two calendar weeks.

The CITY shall annually provide a written report to the COUNTY indicating which recreational facilities described in Attachment "A" have been improved and/or upgraded with said monies, and describing the improvements made and the amounts expended thereon. These reports shall be made until the COUNTY'S contribution provided for herein is expended in full.

The CITY agrees that all recreational facilities, which are upgraded or improved with moneys provided by the COUNTY herein, shall be available to all county residents at the same cost or fee, if any, that CITY residents shall pay. The CITY recognizes that the COUNTY has no obligation to fund any maintenance costs for any of the recreational facilities set forth in Attachment "A".

The CITY agrees to comply with all applicable laws governing public works in conjunction with all improvements or upgrades.

SECTION 2: DURATION/TERMINATION

This agreement shall run from January 1, 2006, through January 1, 2007, unless terminated earlier. In the event the CITY does not improve or upgrade the recreational facilities set forth in Attachment "A" on or before January 1, 2007, this Agreement shall terminate as to any unexpended moneys, unless the COUNTY desires to extend the term of this agreement based upon a written request of the CITY detailing why such uncompleted improvement or upgrade was not completed. The CITY shall return to the COUNTY any unexpended moneys for which an extension is not granted within six (6) months of January 1, 2007.

SECTION 3: ENTITIES

No new entities are created by this agreement.

SECTION 4: ADMINISTRATOR

The County hereby appoints the Spokane County Parks, Recreation and Golf Director as its representative for the purpose of ensuring that the provisions of the Agreement are satisfied.

SECTION 5: AGREEMENT TO BE FILED

The CITY shall record this agreement with its City Clerk. The County shall record this agreement with the Spokane County Auditor.

SECTION 6: LIABILITY

The CITY shall defend, indemnify and hold harmless the County from any liability, loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the CITY, its employees, or agents in connection with this agreement.

SECTION 7: PERSONAL/REAL PROPERTY

Any real property to be acquired by the CITY under the terms of this Agreement or improvements to said real property shall remain the property of the CITY at all times and the CITY shall have the right to dispose of such property as provided for by law and /or agreement.

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: MISCELLANEOUS

- A. Non-Waiver. No waiver by either 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. Non-Waiver. No waiver by either 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.
- C. Entire Agreement. This Agreement contains the entire understanding of the parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this agreement.
- D. Modification. No modification or amendment to this agreement shall be valid until put in writing and signed with the same formalities as this agreement.
- E. Assignment. Neither party may assign its interest in this agreement without the express written consent of the other party.

- F. 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.
- G. 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.
- H. Nondiscrimination. In the performance of this agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental status, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of service or any other benefits under the agreement.
- I. 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.

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

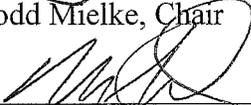
CITY OF AIRWAY HEIGHTS



Todd Mielke, Chair

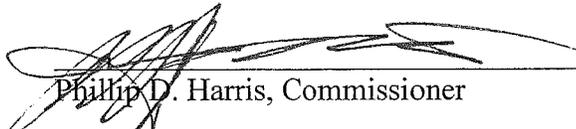
By: 

Airway Heights Mayor
CITY MANAGER

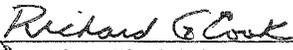


Mark Richard, Vice-Chair

ATTEST:



Phillip D. Harris, Commissioner



City Clerk/Finance Officer

ATTEST:

Clerk of the Board

By: 



6 0576

**SPOKANE COUNTY 2006 MULTI-JURISDICTIONAL CAPITAL PARK PROJECTS
PROGRAM**

ATTACHMENT "A"

AIRWAY HEIGHTS	\$10,000.00	Towards new restroom construction in Shorty Combs Park.
CHENEY	6, 885.00	New Bleachers to add seating for Ball fields in Salnave Park.
DEER PARK	9,200.00	Irrigation system, shrubbery and hydro Seeding to improve City's Country Club, Mix Park and Swinyard Park.
FAIRFIELD	9,412.00	BBQ grills, park bench, picnic tables, Four trash receptacles for Hart Park.
MEDICAL LAKE	10,000.00	Towards new CXT Restroom replacement In Pioneer Park.
ROCKFORD	4,500.00	Asphalt pathways in town's main park, Wheelchair accessible.