

3 0155

**INTERLOCAL AGREEMENT FOR IMPROVEMENT OF RECREATIONAL FACILITIES**

**THIS AGREEMENT**, made and entered this 14th day of February, 2003, 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 PO 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, Spokane 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 of Airway Heights 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 of Airway Heights has requested certain moneys from the County to be used for the purpose of improving park and recreational facilities in the City of Airway Heights, 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 of Airway Heights 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**

Spokane 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 of Airway Heights. The City of Airway Heights is desirous of constructing, improving and upgrading recreational facilities within its boundaries; and, in conjunction therewith, has requested that the COUNTY contribute \$12,500 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 \$12,500 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 \$12,500 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 and Recreation, having offices at the above address of the County. The COUNTY upon receipt of the request will forward a warrant in the amount of \$12,500 to the CITY within two calendar weeks.

The CITY shall 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 the City residents shall pay. The CITY recognizes that the COUNTY has no obligation to fund any maintenance cost 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**

In the event the CITY does not improve or upgrade the recreational facilities set forth in Attachment "A" on or before January 1, 2004, 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, 2004.

## **SECTION 3: ENTITIES**

No new entities are created by this agreement.

**SECTION 4: ADMINISTRATOR**

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

**SECTION 5: 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 agreements.

**SECTION 6: SEVERABILITY**

In the event any provision of this Agreement shall be declared by court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

**SECTION 7: 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 Agreement.

**SECTION 8: GOVERNING LAW**

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of Washington, without regard to principles of conflict of laws.

**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

John Roskelley  
John Roskelley, Chair

Phillip D. Harris  
Phillip D. Harris, Vice-Chair

**ABSENT**

M. Kate McCaslin



ATTEST:

Clerk of the Board

By: Daniel Erickson  
Deputy Clerk

CITY OF AIRWAY HEIGHTS

By: Lars E. Gare  
Lars E. Gare, City Manager

ATTEST:

Heidi K. Harmon  
City Clerk-Treasurer

" Attachment A "

3 0155  
September 18, 2002

RECEIVED  
SEP 18 2002



P.O. Box 969  
Airway Heights, WA 99001-0969

(509) 244-5578

Doug Chase, Director  
Spokane County Department of Parks, Recreation and Golf  
N. 404 Havana  
Spokane WA, 99202

Dear Mr. Chase:

Thank you for the opportunity to improve parks and recreation infrastructure for the citizens of Airway Heights and the neighboring unincorporated areas through the Multi-jurisdictional Capital Park Projects Program. This is a great program and we very much appreciate the interest and commitment to improving the quality of our parks.

We are requesting funds in the amount of \$12,500 to purchase large stock trees to plant in strategic locations throughout Sunset and Shorty Combs Parks. The benefits of trees can be grouped into social, community, environmental and economic categories. People feel serene, peaceful, restful and tranquil in a grove of trees. Trees alter the environment in which we live by moderating climate, improving air quality, and conserving water. Our parks are open to intense sun rays during the summer months due to a lack of shade. Causing patrons to abandon their midday and evening events because of exposure. This project is supported by park users. The need for shade in the park came up repeatedly in the city's recent park survey.

The city has recognized the need to plant more trees in the city's comprehensive plan by adopting a goal of becoming a Tree City USA. The City is committed to making our community, and the West Plains community at large, a better place for all residents. The city is prepared to begin and anticipates that the project will be completed 3 to 4 months after funds are made available. The City will continue to collect Park Impact Fees that will allow the city to maintain improvements for the long haul.

Trees bring natural elements and wildlife habitats into urban surroundings; all of which increase the quality of life for residents of the community. As you know, the West Plains is an area of significant growth, with an accompanying demand for quality parks and opens spaces. This project will significantly enhance the quality of our parks and further the good will and environment of cooperation between the City and the County.

Sincerely,

J.C. Kennedy  
Recreation & Community Services Coordinator

3 0155

## **Airway Heights Parks Enhancement Project**

Spokane County Multi-Jurisdictional Capital Park Projects Program

September 18, 2002

Project Applicant: **City of Airway Heights**

Project Contact: **J.C. Kennedy**  
**PO Box 969**  
**Airway Heights WA 99001-0969**  
**Phone (509) 244-4845**  
**Fax (509) 244-4746**

Project Name: **Airway Heights Parks Enhancement Project**

Funds Requested: **\$12,500**

Matching Funds: **\$7,500**

---

Project Objectives: **Enhance Sunset and Shorty Combs Parks by adding shade trees to protect against the undaunting summer sun. Improve the experience of summer family outings. Give park users a more pleasant experience. Improve the overall aesthetics of Airway Heights' parks.**

---

Evaluation Criteria:

1. Project description, including breakdown of project costs.

**Sunset and Shorty Combs Park are largely open to intense sunrays during the summer months due to a lack of shade. Causing patrons to abandon their midday and even evening events because of exposure. Placing shade trees in designated areas will enhance the experience of park patrons in several ways. One obvious benefit will be that picnicking and relaxing in the shade will be increased from a few hours to virtually all day.**

2. Did your jurisdiction receive funding in the County's 2002 Capital Program?

**No.**

3. Level of need for the project.

**Very little shade exists in Sunset or Shorty Combs Parks. This project would increase family and group usage of park grounds. This proposal will enhance the safety of citizens playing sports in our parks. Over the years, as the trees grow**

### 3 0155

their foliage will block out rays of sun that blinds our ball players on Martella Field in Sunset Park. This area of concern is one of the biggest complaints that the City receives regarding our sports fields.

#### 4. Project support.

This project is supported by the responses to the City's recent parks & recreation survey. People are reluctant to spend much time in the open sun relaxing and/or picnicking. This proposal for the planting of new trees within our City parks is tied directly to the City's Park and Recreation Plan. The plan establishes policy and goals for our Park and Recreation Department. The Park and Recreation Plan serves as our community's guide establishing objectives, needs, and priorities.

#### 5. Funding sources other than County contribution.

##### City park impact funds.

#### 6. Amount of funds requested.

\$12,500 is requested in assistance from the Multi-Jurisdictional Capital Park Projects Program to complete this project. City staff time to plant the trees and up to \$7,500 from the City's park impact fund will be contributed on a percentage match basis.

#### Cost Estimates

Item	Cost
Trees	\$16,900
Arborist	\$200
Equipment Rental Planting Spade	\$1,500
Fertilizer	\$400
Tree Guards	\$50
Staking	\$450
Planting Soil	\$500
<b>Total</b>	<b>\$20,000</b>

#### 7. Estimated timeline for completion of project.

**Project completion is anticipated to be 3-4 months after funds availability.**

#### 8. Fees for use by residents of the unincorporated County.

**No fees are charged for general park usage. Park reservation fees are the same for non-City residents as for City residents.**

NO. 3 0155

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
INTERLOCAL AGREEMENT BETWEEN )  
SPOKANE COUNTY AND THE CITY OF ) **RESOLUTION**  
AIRWAY HEIGHTS FOR IMPROVEMENT OF )  
RECREATIONAL FACILITIES )

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

WHEREAS, pursuant to the provisions of RCW 36.68.090, Spokane County, acting through its Board of County Commissioners, may build, construct, control, operate and maintain parks, playgrounds, gymnasiums and other recreation facilities; and

WHEREAS, pursuant to the provisions within Title 35 RCW, the City of Airway Heights has the statutory authority to own, construct and operate recreational facilities; and

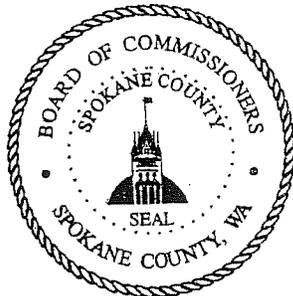
WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may join contract between each other to perform functions which each may individually perform; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR IMPROVEMENT OF RECREATIONAL FACILITIES," pursuant to which, under certain terms and conditions, Spokane County will make available to the City of Airway Heights \$12,500.00 to make certain improvements to its park and recreational facilities.

WHEREAS, these improvements/replacements shall be to purchase and plant large stock shade trees throughout Sunset and Shorty Combs Parks. (See Attachment A).

WHEREAS, Spokane County reserves the right to terminate the agreement in event that the County's budget no longer has the funds available to make the payments to the City.

PASSED AND ADOPTED this 14th day of February, 2003.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

John Roskelley  
JOHN ROSKELLEY, Chair

Philip D. Harris  
PHILIP D. HARRIS, Vice-Chair

**ABSENT**

M. KATE MCCASLIN, Commissioner

ATTEST:  
VICKY M. DALTON  
Clerk of the Board

By: Daniela Erickson  
Daniela Erickson, Deputy



OFFICE OF COUNTY COMMISSIONERS

JOHN ROSKELLEY, 1ST DISTRICT • KATE MCCASLIN, 2ND DISTRICT • PHILLIP D. HARRIS, 3RD DISTRICT

March 3, 2003

City of Airway Heights  
PO Box 969  
Airway Heights WA 99001-0969

Attn. Debra Harmon, Clerk-Treasurer

RE: Approving Interlocal Agreement for Improvement of Recreational  
Facilities

Enclosed for your records are one original and one copy of Resolution No.  
3-0155. The Board approved this resolution at its regular February 11,  
2003, meeting.

Yours very truly,

Daniela Erickson  
Clerk of the Board  
Spokane County Commissioners

Encl.

**3 0155**

**INTERLOCAL AGREEMENT FOR IMPROVEMENT OF RECREATIONAL FACILITIES**

**THIS AGREEMENT**, made and entered this 14th day of February, 2003, 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 PO Box 969, Airway Heights, Washington, 99001, hereinafter referred to as the "CITY", jointly hereinafter referred to as the "PARTIES."

**WITNESSETH:**

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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 \$12,500 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 and Recreation, having offices at the above address of the County. The COUNTY upon receipt of the request will forward a warrant in the amount of \$12,500 to the CITY within two calendar weeks.

The CITY shall 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 the City residents shall pay. The CITY recognizes that the COUNTY has no obligation to fund any maintenance cost 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**

In the event the CITY does not improve or upgrade the recreational facilities set forth in Attachment "A" on or before January 1, 2004, 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, 2004.

## **SECTION 3: ENTITIES**

No new entities are created by this agreement.

**SECTION 4: ADMINISTRATOR**

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

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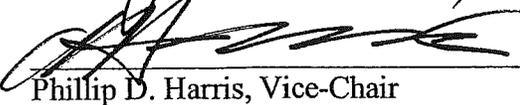
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BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

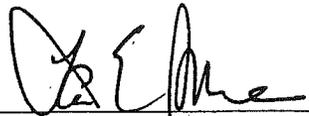
  
\_\_\_\_\_  
John Roskelley, Chair

  
\_\_\_\_\_  
Phillip D. Harris, Vice-Chair

\_\_\_\_\_  
M. Kate McCaslin

ATTEST:  
  
Clerk of the Board  
  
By: \_\_\_\_\_  
Deputy Clerk

CITY OF AIRWAY HEIGHTS

By:   
\_\_\_\_\_  
Lars E. Gare, City Manager

ATTEST:  
  
  
\_\_\_\_\_  
Delia K. Harmon  
City Clerk-Treasurer

3 0155

September 18, 2002

RECEIVED  
SEP 18 2002

"Attachment A"



P.O. Box 969  
Airway Heights, WA 99001-0969

(509) 244-5578

Doug Chase, Director  
Spokane County Department of Parks, Recreation and Golf  
N. 404 Havana  
Spokane WA, 99202

Dear Mr. Chase:

Thank you for the opportunity to improve parks and recreation infrastructure for the citizens of Airway Heights and the neighboring unincorporated areas through the Multi-jurisdictional Capital Park Projects Program. This is a great program and we very much appreciate the interest and commitment to improving the quality of our parks.

We are requesting funds in the amount of \$12,500 to purchase large stock trees to plant in strategic locations throughout Sunset and Shorty Combs Parks. The benefits of trees can be grouped into social, community, environmental and economic categories. People feel serene, peaceful, restful and tranquil in a grove of trees. Trees alter the environment in which we live by moderating climate, improving air quality, and conserving water. Our parks are open to intense sun rays during the summer months due to a lack of shade. Causing patrons to abandon their midday and evening events because of exposure. This project is supported by park users. The need for shade in the park came up repeatedly in the city's recent park survey.

The city has recognized the need to plant more trees in the city's comprehensive plan by adopting a goal of becoming a Tree City USA. The City is committed to making our community, and the West Plains community at large, a better place for all residents. The city is prepared to begin and anticipates that the project will be completed 3 to 4 months after funds are made available. The City will continue to collect Park Impact Fees that will allow the city to maintain improvements for the long haul.

Trees bring natural elements and wildlife habitats into urban surroundings; all of which increase the quality of life for residents of the community. As you know, the West Plains is an area of significant growth, with an accompanying demand for quality parks and opens spaces. This project will significantly enhance the quality of our parks and further the good will and environment of cooperation between the City and the County.

Sincerely,

J.C. Kennedy  
Recreation & Community Services Coordinator

3 0155

## **Airway Heights Parks Enhancement Project**

Spokane County Multi-Jurisdictional Capital Park Projects Program  
September 18, 2002

Project Applicant: **City of Airway Heights**

Project Contact: **J.C. Kennedy**  
**PO Box 969**  
**Airway Heights WA 99001-0969**  
**Phone (509) 244-4845**  
**Fax (509) 244-4746**

Project Name: **Airway Heights Parks Enhancement Project**

Funds Requested: **\$12,500**

Matching Funds: **\$7,500**

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Project Objectives: **Enhance Sunset and Shorty Combs Parks by adding shade trees to protect against the undaunting summer sun. Improve the experience of summer family outings. Give park users a more pleasant experience. Improve the overall aesthetics of Airway Heights' parks.**

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Evaluation Criteria:

1. Project description, including breakdown of project costs.

**Sunset and Shorty Combs Park are largely open to intense sunrays during the summer months due to a lack of shade. Causing patrons to abandon their midday and even evening events because of exposure. Placing shade trees in designated areas will enhance the experience of park patrons in several ways. One obvious benefit will be that picnicking and relaxing in the shade will be increased from a few hours to virtually all day.**

2. Did your jurisdiction receive funding in the County's 2002 Capital Program?

**No.**

3. Level of need for the project.

**Very little shade exists in Sunset or Shorty Combs Parks. This project would increase family and group usage of park grounds. This proposal will enhance the safety of citizens playing sports in our parks. Over the years, as the trees grow**

### 3 0155

their foliage will block out rays of sun that blinds our ball players on Martella Field in Sunset Park. This area of concern is one of the biggest complaints that the City receives regarding our sports fields.

#### 4. Project support.

This project is supported by the responses to the City's recent parks & recreation survey. People are reluctant to spend much time in the open sun relaxing and/or picnicking. This proposal for the planting of new trees within our City parks is tied directly to the City's Park and Recreation Plan. The plan establishes policy and goals for our Park and Recreation Department. The Park and Recreation Plan serves as our community's guide establishing objectives, needs, and priorities.

#### 5. Funding sources other than County contribution.

**City park impact funds.**

#### 6. Amount of funds requested.

**\$12,500 is requested in assistance from the Multi-Jurisdictional Capital Park Projects Program to complete this project. City staff time to plant the trees and up to \$7,500 from the City's park impact fund will be contributed on a percentage match basis.**

#### **Cost Estimates**

<b>Item</b>	<b>Cost</b>
Trees	\$16,900
Arborist	\$200
Equipment Rental Planting Spade	\$1,500
Fertilizer	\$400
Tree Guards	\$50
Staking	\$450
Planting Soil	\$500
<b>Total</b>	<b>\$20,000</b>

#### 7. Estimated timeline for completion of project.

**Project completion is anticipated to be 3-4 months after funds availability.**

#### 8. Fees for use by residents of the unincorporated County.

**No fees are charged for general park usage. Park reservation fees are the same for non-City residents as for City residents.**

3 0155

February 4, 2003

Doug Chase, Director  
Spokane County Department of Parks, Recreation and Golf  
West 1116 Broadway Avenue  
Spokane, WA 99260



P.O. Box 969  
Airway Heights, WA 99001-0969

(509) 244-5578

RECEIVED

FEB 05 2003

Re: Interlocal Agreement: CAH 2003-Parks Enhancement Project

Dear Mr. Chase:

At the February 3, 2003 regularly scheduled meeting of the City Council of the City of Airway Heights, on motion duly made and seconded, the City Council approved the Interlocal Agreement with Spokane County on the above referenced project.

Enclosed please find two (2) originals of the Interlocal Agreement executed by the City of Airway Heights. When your office has obtained the required signatures please return one (1) fully executed original to my office. Once the City of Airway Heights has received a signed agreement and a copy of the required resolution, we will write a letter to the Parks Director requesting the funds be sent in accordance with the agreement.

We sincerely appreciate your consideration and thank you for this opportunity to enhance the quality of our parks. If you should have any questions or require additional information, please do not hesitate to contact me at (509) 244-5578.

Sincerely,

A handwritten signature in cursive script that reads 'Debra K. Harmon'.

Debra K. Harmon  
Clerk-Treasurer, City of Airway Heights

enclosures

cc: J.C. Kennedy, Recreation Coordinator  
file