

RESOLUTION NO. 589

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE PENINSULA SCHOOL DISTRICT, PIERCE COUNTY AND THE CITY OF GIG HARBOR FOR THE CREATION AND OPERATION OF A JOINT RECREATION PROGRAM.

WHEREAS, the City desires to enter into the Interlocal Agreement attached hereto as Exhibit A for the purpose of creating and operating a Joint Recreation Program with Pierce County and the Peninsula School District; and

WHEREAS, the City Council considered the Interlocal Agreement attached hereto as Exhibit A during its regularly scheduled meeting of May 13, 2002; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

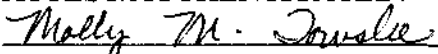
Section 1. The City Council hereby authorizes the Mayor to execute the Interlocal Agreement attached hereto as Exhibit A.

RESOLVED by the City Council this 28th of May, 2002.

APPROVED:


MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:


CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 5/9/02
PASSED BY THE CITY COUNCIL: 5/28/02
RESOLUTION NO.589

**INTERLOCAL AGREEMENT BETWEEN THE PENINSULA SCHOOL DISTRICT,
CITY OF GIG HARBOR AND PIERCE COUNTY**

THIS IS AN INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, by and between the Peninsula School District, City of Gig Harbor and Pierce County (collectively referred to as the "parties"), relating to the creation and operation of a Joint Recreation Program. The initial effective date of this Agreement is May 15, 2002.

WHEREAS the Pierce County Council adopted the Pierce County Comprehensive Park & Recreation Plan and the Comprehensive Plan for Pierce County, Washington, that encourage joint ventures that could better match costs/benefits with users, avoid duplication, save costs, increase service and allow each agency to make the best use of available funds; and

WHEREAS there is a need for additional recreation services in the geographic area encompassed by the Peninsula School District, City of Gig Harbor and unincorporated Pierce County; and

WHEREAS the Peninsula School District, City of Gig Harbor and Pierce County desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for recreation and park services; and

WHEREAS each party by itself does not have sufficient resources to provide such enhanced park and recreation service opportunities; and

WHEREAS it is in the public interest that the parties cooperate to provide resources to provide efficient, cost-effective recreation service; and

WHEREAS each of the parties is a public agency within the meaning of Chapter 39.34 RCW, and all of the public agencies have the independent authority to take all action authorized by this Agreement;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the Peninsula School District, City of Gig Harbor and Pierce County agree to create and operate a Joint Recreation Program, as follows:

1. JOINT BOARD FOR INTERGOVERNMENT COOPERATION

- 1.1 Formation of a Joint Board. Pursuant to RCW 39.34.030(4), the parties hereby establish a Joint Board for Intergovernmental Cooperation ("Joint Board"). The Joint Board is not a separate legal entity.
- 1.2 Composition of Joint Board. The Joint Board shall consist of three voting members, one each from the Peninsula School District, City of Gig Harbor, and Pierce County and optionally up to two non-voting members, one each from Peninsula Park District and Key

Peninsula Park District. The members of the Joint Board shall be the Superintendent of Peninsula School District, Pierce County Executive, Mayor of the City of Gig Harbor, or their respective designees and the two chairs from each of the park districts.

2. JOINT BOARD RESPONSIBILITIES

- 2.1 The Joint Board will advise the Recreation Supervisor on issues related to the administration of the Joint Recreation Program.
- 2.2 The Joint Board will advise the Pierce County Executive or designees regarding the salary and responsibilities of the Recreation Supervisor and other Joint Recreation employees.
- 2.3 The Joint Board shall authorize the Recreation Supervisor to make arrangements, when feasible, for use of facilities owned or controlled by the parties by the Joint Recreation Program.
- 2.4 The Joint Board will establish its own rules of operation procedures.
- 2.5 Meetings of the Joint Board shall comply with Chapter 42.30 RCW, the Open Public Meetings Act.
- 2.6 The Joint Board shall provide policy direction to the Recreation Supervisor in the development of recreation programs.

3. JOINT OPERATING FUND

3.1 Sources of Funding:

- 3.1.1 Between May 15, 2002, and December 31, 2002, Pierce County shall contribute \$75,000.00 and the City of Gig Harbor shall contribute \$15,000.00 into the Operating Fund. Contributions by the parties for the year 2003 and thereafter shall be determined as set forth in Section 3.3 herein. The Peninsula School District will provide athletic and other facilities for rental by the Joint Recreation Program, when such facilities are available after all educational program needs are met, and when not closed for maintenance. These facilities include, but are not limited to: playfields, athletic fields, gymnasiums, tennis courts, auditoriums and commons areas. Additionally, without charge, the School District will provide office space, as requested by the Joint Board, to serve as the central office for the recreation program supervisor and staff, a computer, telephone, school district e-mail access and internet service.
- 3.1.2 Additional funding will be provided through fees charged to participants in programs of this Joint Recreation Program. It shall be the responsibility of the Recreation Supervisor to develop a viable fee structure, with approval of the Joint Board.

- 3.2 Establishment of Operating Funds. Pierce County will be the fiscal agent for the Joint Board and establish a separate fund to carry out the Recreation Program. It shall be designated by appropriate state-defined fund title and fund code and hold all fees, donations, grants, subsidies and any other monies specifically allocated to operate this program as well as interest generated. The Pierce County Executive shall be designated as an administrator of the fund.
- 3.3 The Peninsula School District, City of Gig Harbor and Pierce County are on different fiscal years and budget cycles. The program fiscal year will coincide with that of the fiscal agent. As a consequence, the Joint Board will begin the process of determining the annual contribution needed from each other member of the Joint Board based on a budget submitted to the Joint Board no later than June 1 of each year. The Board will make a final determination of each member's contribution to the Operating Fund no later than August 1 of each year. No party to this agreement shall be required to make contributions to the Operating Fund without mutual agreement of all parties to the Agreement.
- 3.4 Use of Funds. The Operating Fund will be used to pay all expenses necessary for the efficient operation of the Joint Recreation Program. Such expenses include all costs involved in employing the Recreation Program Supervisor and other staff, including but not limited to workers' compensation contributions, F.I.C.A., employment security contributions, employee benefits and facility costs. Other necessary expenses may be paid as the need arises. The Pierce County Executive or designees shall have final review and approval of any "necessary expenses" not specifically described in this subsection.
- 3.5 Accounting. Pierce County will keep an accounting of the manner of acquiring, holding, and disposing of funds including real and personal property used in the Joint Recreation Program.
- 3.6 Budget Authorization. The Joint Board shall recommend a proposed Joint Recreation Program budget to the Pierce County Executive no later than August 1 of each year. The Pierce County Executive shall include a proposed budget for the Joint Recreation Program in his annual budget recommendation submittal to the County Council in mid October. This budget shall include the contributions exactly as agreed upon by the members of the Joint Board, propose a spending plan for the year, and include all revenue sources such as annual contributions, recreation fees, and unspent fund balances. The County Council shall review and approve a full budget for the Joint Recreation Program fund with the contributions from the members of the Joint Board, exactly as agreed upon by the Joint Board.

4. ADMINISTRATION OF THE JOINT RECREATION PROGRAM

- 4.1 Administration of the Joint Recreation Program shall be the responsibility of the Pierce County Executive or designee in cooperation with the Joint Board.

- 4.2 Any voting member of the board may call meetings of the Joint Board on at least a quarterly basis to advise the Joint Board on the status of the Joint Recreation Program and to seek the advice and counsel of the Joint Board on matters related to the operation and administration of the Joint Recreation Program.
- 4.3 The office of the Supervisor will be located in the Peninsula/Gig Harbor area.

5. RESPONSIBILITIES OF EACH PARTY

- 5.1 All parties shall cooperate with the Joint Recreation Program by making their facilities available at least four months in advance, when feasible, for use by the programs and activities of the Joint Recreation Program as first priorities.
- 5.2 Pierce County Responsibilities. Pierce County shall have the following responsibilities regarding the operation of the Joint Recreation Program:
 - 5.2.1 Hiring, evaluating, supervising, and terminating the services of a Recreation Supervisor. The Recreation Supervisor and other Joint Recreation Program staff will be considered to be employees of Pierce County.
 - 5.2.2 Seeking, on at least a quarterly basis, the advice of the Joint Board on matters related to the operation and administration of the Joint Recreation Program.
 - 5.2.3 The Pierce County Executive or designees shall oversee and supervise the work of the Recreation Supervisor on a day to day basis, consistent with guidelines established by the Joint Board.
 - 5.2.4 Provide payroll administration and accounting and budgeting services for the Joint Recreation Program. Pierce County shall maintain books, records and documents which accurately reflect all direct and indirect costs associated with the performance of this Agreement, and to document compliance with applicable law.
 - 5.2.5 Whenever a purchase is made of equipment, materials, supplies and/or services needed for the Joint Recreation Program, Pierce County shall ensure that the state and local laws for competitive bidding and purchasing applicable to all of the parties are satisfied, as required by RCW 39.34.030(5).

6. MODIFICATION OF AGREEMENT

This Agreement may be amended at any time by written agreement of the duly authorized representatives of all parties.

7. TERMINATION

This Agreement shall be of indefinite duration unless terminated as provided herein. Any party may withdraw from this Agreement for any reason without terminating the entire agreement by giving notice to the Joint Board thirty (30) days prior to December 31st of any calendar year. Said withdrawal shall become effective at the end of the calendar year. Any agency withdrawing from this Agreement by providing timely notice hereunder shall not be responsible to pay for any invoices for any costs or expenses incurred after the effective date of termination. Without the written agreement of all parties, an individual party, the Joint Board, and/or the Supervisor shall not commit the Joint Recreation program to any contractual obligations that extend beyond the duration of the Agreement. Upon termination of the Agreement, unexpended and uncommitted joint funds and equipment/property shall be distributed to each of the parties in pro ration to their contribution.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

Each party (the indemnitor) agrees to defend, indemnify and save harmless each other (the indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other relief based upon the indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the indemnitor. Such claims for damages or other relief include, but are not limited to those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. INSURANCE

Insurance coverage shall be obtained by Pierce County with responsible insurers. The coverage shall be for damages because of personal or bodily injury, including death resulting from such injuries, damage to loss of use of property, and other coverage customarily maintained for recreation programs to the extent that such insurance can be secured and maintained at reasonable cost.

10. NONDISCRIMINATION

The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with applicable laws.

11. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each or the parties during the term of the Agreement and for three years after termination.

12. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

PIERCE COUNTY

PENINSULA SCHOOL DISTRICT

John W. Ladenburg
County Executive


Jim Coolican
Superintendent

Date:

Date:

CITY OF GIG HARBOR

PIERCE COUNTY



Gretchen Wilbert
Mayor

Deputy Prosecuting Attorney
(As to form)

Date: 5/28/02

Date:

Budget and Finance

Date:

Risk Management

Date:

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