

**INTERLOCAL AGREEMENT FOR CONSULTING SERVICES IN CONNECTION WITH THE
DEVELOPMENT OF PLANTE'S FERRY SPORTS STADIUM AND LIBERTY LAKE
REGIONAL SPORTS COMPLEX/ STADIUM**

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington (Spokane County), the City of Spokane Valley, a municipal corporation of the State of Washington (Spokane Valley), the City of Liberty Lake, a municipal corporation of the State of Washington (Liberty Lake), the Central Valley School District, a school district of the State of Washington (CVSD), and the Spokane Regional Sports Commission (Sports Commission). Said entities are collectively referred to herein as the "Stakeholders."

WITNESSETH

WHEREAS, pursuant to the provisions of the RCW Section 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 the RCW 39.34.030(2), any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of chapter 39.34 RCW; and

WHEREAS, the Greater Spokane Valley Chamber of Commerce, has created a special committee on Outdoor Sports Complexes which was tasked with the mission "to add tournament quality outdoor sport complexes that draw tourists to the greater Spokane Valley – fills up our hotel/motels, restaurants, and retail – also gives our schools more fields to use"; and

WHEREAS, the Parties have an interest in understanding the feasibility and impact of sports related projects and acknowledge the potential economic impact, and

WHEREAS, the Stakeholders wish to retain a consultant (Consultant) to: (1) review and evaluate two potential sports complex/stadium projects - Plante's Ferry Sports Stadium and Liberty Lake Regional Sports Complex/Stadium; and (2) complete an economic impact analysis that will identify potential economic consequences, both positive and negative, specific to each of the partner municipalities, as well as the community as a whole (Consulting Services); and

WHEREAS, the Stakeholders further desire that: (1) they work collaboratively to select a Consultant to perform the Consulting Services, and enter into a contract with a Consultant to conduct the study; and (2) the Stakeholders equitably share the costs of said Consulting Services as set forth herein.

NOW, THEREFORE, IT IS AGREED THAT:

1. **Purpose.** This Agreement is to obtain Consulting Services to (1) review and evaluate two potential sports complex/stadium projects - Plante's Ferry Sports Stadium and Liberty Lake Regional Sports Complex/Stadium; and (2) complete an economic impact analysis that will identify potential economic consequences, both positive and negative, specific to the partner municipalities, and the community as a whole. The Stakeholders desire to equitably share the costs of the Consulting Services pursuant to Section 5, Cost Sharing.

2. **Administration.** No separate and distinct legal entity shall be created to conduct this joint undertaking.

3. **Duration and Termination.** This Agreement shall take effect immediately, and shall continue until terminated by the Stakeholders, until the purposes of this Agreement have been accomplished, or at 4:00 p.m. on May 31, 2016, unless the Stakeholders agree in writing to extend it.

4. **Consulting Services.** The parties to this agreement shall collectively and unanimously select the Consultant to perform the Consulting Services, and enter in to a contract with a Consultant for a yet to be determined amount.

Each party to this Agreement shall have co-equal rights to receive all correspondence to and from the Consultant, to determine appropriate direction to be communicated to Consultant, and to attend and participate in meetings with the Consultant.

5. **Cost Sharing.** The Stakeholders agree to reimburse Spokane County for the applicable proportionate share as outlined in this Section. Payment to Spokane County shall be remitted within 30 days of receiving written notification from Spokane County that the Consulting Services have been completed. Said notification shall include a copy of the study results along with an invoice for the applicable amount due. The Stakeholders shall share the costs of the Consulting Services contract as follows:

- Spokane County25%
- Spokane Valley25%
- Liberty Lake25%
- CVSD25%
- Sports CommissionUp to \$5,000 to address any additional work or expenses (i.e. consultant reimbursable travel) above and beyond the contracted amount equally shared by Spokane County, Spokane Valley, Liberty Lake, and the CVSD.

The Consultant selected will send invoices for service directly to the County. The County shall then send invoices to each of the parties to this Agreement for their share of the work following the receipt of invoices from the Consultant. Each party shall reimburse the County within 30 days of receipt of invoice.

In the event one or more of the Stakeholders directs the Consultant to discontinue the Consultant Services prior to completion of the final report, then those parties shall bear the entire cost of the Consulting Services

6. **Project Management.** In collaboration with the parties to this Agreement the County will develop a Request for Proposals for the study. Upon receipt of proposals, the municipalities that are party to this Agreement shall jointly and unanimously select the Consultant, who shall provide the services described in the Request for Proposals to each of these agencies.

7. **Severability.** If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

8. **Exercise of Rights or Remedies.** Failure of any party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by said party and shall not prevent said party from pursuing that right at any future time.

9. **Records.** Each party shall maintain adequate records to document obligations performed under this Agreement. Subject to all applicable laws and regulations governing the records maintained in performance of this Agreement, each party and the Washington State Auditor shall have the right to review the other Stakeholders' records with regard to the subject matter of this Agreement, upon reasonable notice.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Stakeholders.

11. **Governing Law and Stipulation of Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action hereunder shall be brought in the Superior Court of Washington for Spokane County.

12. **Recording.** This Agreement shall be filed with the Spokane County Auditor and placed on its web site or other electronically retrievable public source.

13. **Notice.** All notices or other communications shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the other Stakeholders at the address set forth below for such parties, or at such other address as any party shall from time-to-time designate by notice in writing to the other Stakeholders:

SPOKANE COUNTY:

Doug Chase, Director
Spokane County Parks, Recreation and Golf Department
404 N. Havana Street
Spokane Valley, WA 99202
dchase@spokanecounty.org

CITY OF SPOKANE VALLEY:

Mike Jackson, City Manager
City of Spokane Valley
11707 E. Sprague Avenue
Spokane Valley, WA 99206
mjackson@spokanevalley.org

CITY OF LIBERTY LAKE:

Katy Allen, City Administrator
City of Liberty Lake
22710 E. Country Vista Drive
Liberty Lake, WA 99019
kallen@libertylakewa.gov

CENTRAL VALLEY SCHOOL DISTRICT:

Ben Small, Superintendent
19307 E. Cataldo Ave.
Spokane Valley, WA 99016
bsmall@cvsd.org

SPOKANE REGIONAL SPORTS COMMISSION:

Eric Sawyer, President / Chief Executive Officer
714 N. Iron Bridge Way, Suite 202
Spokane, WA 99202
erics@spokanesports.org

14. **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.

15. **RCW 39.34 Required Clauses**

- A. **Purpose:** See Section 1, above.
- B. **Duration:** See Section 3, above.
- C. **Organization of Separate Entity and Its Powers:** See Section 2, above.
- D. **Responsibilities of the Parties:** See provisions above.
- E. **Agreement To Be Filed:** See Section 11, above.
- F. **Financing:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** See Section 3, above.
- H. **Property Upon Termination:** There will be no property transferred by any party, or acquired in furtherance of this Agreement, other than the report produced by the Consultant.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signatures.

DATED this 8th day of Dec., 2015.

SPOKANE COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

Todd Mielke
TODD MIELKE, CHAIR

Shelly O'Quinn
SHELLY O'QUINN, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

15 - 0959

DATED this 17th day of December, 2015.

CITY OF SPOKANE VALLEY:

By: 
Mike Jackson, City Manager

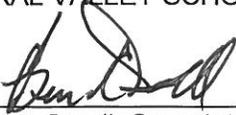
DATED this 2 day of December, 2015.

CITY OF LIBERTY LAKE:

By: Katy Allen
Katy Allen, City Administrator

DATED this 25th day of January, 2015.

CENTRAL VALLEY SCHOOL DISTRICT:

By: 
Ben Small, Superintendent

DATED this 25th day of January, 2015.

SPOKANE REGIONAL SPORTS COMMISSION:

By: 
Eric Sawyer, President/ Chief Executive Officer