

**INTERLOCAL AGREEMENT
BETWEEN
COUNTY OF GRANT,
CITY OF QUINCY,
AND
CITY OF GEORGE
FOR
THE GOVERNANCE OF
THE QUINCY VALLEY REGIONAL PARKS DISTRICT**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into the last date below, by and between the County of Grant ("County"), a municipal corporation, the City of Quincy ("Quincy"), a municipal corporation, and the City of George ("George"), a municipal corporation. The County, Quincy and George are sometimes referred to individually as a "party" or together as the "parties."

WHEREAS, in the November 7, 2023, general election, Proposition 1 passed, which created the Quincy Valley Regional Parks District ("QVRPD"); and

WHEREAS, the election results were certified November 28, 2023; and

WHEREAS, QVRPD is a Metropolitan Park District organized pursuant to Chapter 36.61 RCW; and

WHEREAS, each of the parties lie within the boundary of the QVRPD; and

WHEREAS, in addition to any requirements of the Interlocal Cooperation Act (Chapter 39.34 RCW), RCW 35.61.050(4) requires the parties, within six months of the date of certification of elections results approving the creation of the QVRPD, to enter into an interlocal agreement the specifies the size and membership of the board for the QVRPD, and that specifies the method for filling vacancies on the board.

NOW, THEREFORE, the parties agree as follows:

1. Purpose.
 - 1.1 The purpose of this Agreement is to comply with RCW 35.61.050(4) by entering into an interlocal agreement that provides the board membership and governance of the QVRPD.
 - 1.2 It is the intent of the parties that the QVRPD will construct, own, operate, and maintain the Q-Plex facility, which is anticipated to be a large indoor facility to accommodate various sporting activities and events and will be located at Lauzier Park, which is a park owned by Quincy.

1.3 It is the intent of the parties that the QVRPD will construct, own, operate, and maintain the Q-Aquatic Center, which is anticipated to be a new pool facility that will be located on real property owned by Quincy.

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement, as the QVRPD was created by the voters through the general election process. The QVRPD is its own municipal corporation and is an independent legal entity.

2.2 For purposes of RCW 39.34.030(4)(a), this Agreement shall be administered by the QVRPD Board of Directors.

2.3 The following shall be the parties' authorized representatives and contact persons for this Agreement and any notices required by this Agreement shall be provided to:

County of Grant: County of Grant
Attention: BOCC Chair
35 C Street NW
P.O. Box 37
Ephrata, WA 98823

City of Quincy: City of Quincy
Attention: Mayor
104 B Street SW
P.O. Box 338
Quincy, WA 98848

City of George: City of George
Attention: Mayor
102 Richmond Ave.
P.O. Box 5277
George, WA 98824

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the parties; and

3.1.2 Posting of this Agreement with the each of the parties' websites; in the alternative to posting on a website, a party may record this Agreement with the Grant County Auditor's Office.

3.2 This Agreement shall remain in effect until terminated as provided for herein. This Agreement may be terminated upon the following events:

- 3.2.1 The dissolution of the QVRPD as provided for in RCW 35.61.310 or chapter 36.96 RCW if applicable; or
- 3.2.2 The withdrawal of an area from the QVRPD boundaries; provided that a party may only exercise the right to terminate as long as the QVRPD boundaries no longer lie within the withdrawing party's jurisdiction.
- 3.3 If only one party terminates this Agreement, the Agreement shall remain in effect as to the remaining parties.

4. QVRPD Board.

4.1 Board Composition.

The Board for the QVRPD shall consist of five Directors as follows:

- 4.1.1 The County shall annually appoint one member from its legislative body who's district overlaps with QVRPD;
- 4.1.2 Quincy shall annually appoint three members from its legislative body; and
- 4.1.3 George shall annually appoint one member from its legislative body.

The Board shall have all the powers and authority stated in this Agreement and Chapter 35.61 RCW.

4.2 Terms of Office.

- 4.2.1 The initial Directors shall be appointed no later than April 1, 2024, and shall serve through calendar year 2025, or until their successors are appointed.
- 4.2.2 Beginning in 2025 and each year thereafter, each party shall appoint its member(s) to QVRPA no later than December 1st of each year to serve the next calendar year.
- 4.2.3 Any party may by adoption of Resolution by its respective legislative authority remove its appointed member(s) from the Board. That party shall then proceed as soon as practicable to select and appoint a replacement from its legislative body.
- 4.2.4 If a party's appointed member(s) is no longer eligible to serve on the Board or resigns from the Board, then a vacancy exists effective upon the disqualifying event or resignation date. If no resignation effective date is provided, then the resignation shall be effective immediately. In the event of a vacancy, the party whose member vacated the Board shall proceed as soon as practicable to select and appoint an appropriate replacement from its legislative body.

4.3 Qualifications to Serve.

Qualifications to serve on the QVRPD Board are as follows:

4.3.1 A member of the Board must be serving on the Grant County Board of Commissioners, Quincy City Council or George City Council.

4.3.2 A QVRPD Board member shall not be an employee, a spouse of an employee, or a parent of an employee of any facility owned, operated or maintained by the Board, including the Q-Plex or the Q-Aquatics Center.

4.4 Officers.

4.4.1 The Board shall annually elect at its first meeting of the year from its members a Chair, a Vice-Chair and other officers as the Board deems appropriate.

4.4.2 Pursuant to RCW 35.61.180, the Grant County Treasurer shall act as the Treasurer for QVRPD. The Treasurer shall create a "QVRPD Fund" into which are deposited all funds received for the QVRPD account, and from which shall be paid all proper claims as allowed by the Board in accordance with Chapter 35.61 RCW and any other applicable statutes. If in the discretion of the Treasurer, the Treasurer finds that Quincy or George have more favorable terms for a bridge loan pursuant to RCW 35.61.040, the Treasurer will have the authority to enter into an ILA on QVRPD's behalf in order to obtain a bridge loan through the city for more favorable terms.

4.4.3 Payroll will be administered through Quincy's payroll department. Any QVRPD employees shall be paid on Quincy's payroll schedule. QVRPD shall provide to Quincy an amount agreeable by the Board and Quincy as compensation for Quincy services to QVRPD. If the Board decides to change who administers payroll for QVRPD, the Board has the authority to select the appropriate person or entity.

4.5 Bylaws. Within three months of the seating of the initial Directors, the Board shall adopt bylaws governing the powers and duties of the Board and its officers; provided that the bylaws are not in conflict with this Agreement. The Board may amend the bylaws as it deems necessary.

4.6 Citizen Advisory Committees. The Board shall have the power to establish Citizens Advisory Committees that may provide recommendations to the Board on all matters and issues relating to the policies of the Board, and the construction, ownership, operation, and maintenance of any facility of the QVRPD, including the Q-Plex or the Q-Aquatics Center. The Board shall consider, but is not bound by, comment and recommendations given to the Board by the Committee. The Board

shall determine the composition of the Committee and the terms of office of the Committee's members.

- 4.7 Meetings. The Board shall establish and publish a schedule of its regular meetings. At least one regular meeting shall be scheduled each month. Special meetings may be called, if necessary. Board meetings shall be held at Quincy City Hall, 104 B St. SW, Quincy, Washington, and shall comply with the Open Public Meetings Act, Chapter 42.30 RCW. The location of the Board meetings may be changed by a majority vote of the Board. The rules of *Robert's Rules of Order* (12th Edition), as amended, shall govern the procedures of the Board.
- 4.8 Quorum. A majority of the whole Board shall constitute a quorum for purposes of holding meetings and taking action.
- 4.9 Compensation. No member of the Board shall be paid for their services thereon by the QVRPD.
- 4.10 Vote Allocation. Each member of the Board shall have an equal vote. Action requiring a vote of a super majority of the Board (i.e., at least four Board members voting in favor) shall include:

4.8.1 Adoption or amendment of bylaws; and

4.8.2 Levy of any tax.

5. Financing, Budget and Expenses.

- 5.1 No separate budget or financing method is created by this Agreement. QVRPD shall maintain its own budget in accordance with the law.
- 5.2 All liabilities incurred by QVRPD shall be satisfied exclusively from the assets, credit, and properties of the QVRPD. No creditor or other person shall have the right of action against the County, Quincy or George, or their respective assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the QVRPD.
- 5.3 QVRPD shall obtain and maintain liability insurance and replacement value insurance covering all equipment and facilities owned by it. The insurance carrier(s), level of coverage, deductible, and other significant coverage issues shall be determined by the QVRPD Board.
- 5.4 Pursuant to Proposition 1, the authority to levy a general tax on property shall not exceed a maximum of \$0.50 per \$1,000 assessed property value.

6. Property.

- 6.1 The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.
- 6.2 Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

7. Maintenance and Audit of Records.

- 7.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.
- 7.2 These records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.
- 7.3 Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.

8. Legal Relations.

- 8.1 The parties agree that each party's relation to the other parties shall be at all times under this Agreement as an independent contractor. Employees of the County are and will remain employees of the County. Employees of Quincy are and will remain employees of Quincy. Employees of George are and will remain employees of George.
- 8.2 Employees of QVRPD shall remain employees of QVRPD and shall not be considered employees of any party.
- 8.3 Each party agrees to indemnify and hold harmless the other parties and their agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from their performance of this Agreement, except for injuries and damages caused solely by the actions of the indemnified party.

9. Enforcement.

- 9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

9.3 The Kittitas County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws.

The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other party.

12. Waiver of Breach.

The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

13. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect

without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Entire Agreement.

15.1 This Agreement contains all the terms and conditions agreed upon by and between the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

15.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement. For purposes of this Agreement, photocopies of signatures or electronic signatures shall be considered the same as an original wet signature for all purposes.

15.3 Any modification of this Agreement must be in writing and executed by all parties.

15.4 This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates below.

COUNTY OF GRANT:

Date: 4/16/2024

BY: *E. Stone*
Danny Stone, District 1

BY: *Rob Jones*
Rob Jones, District 2

BY: *Cindy Carter*
Cindy Carter, District 3

ATTEST:

Barbara J. Vasquez
Barbara J. Vasquez, Clerk of the Board

CITY OF QUINCY:

Date: April 2, 2024

BY: *Paul Worley*
Paul Worley, Mayor

ATTEST:

Nancy E. Schanze
Nancy E. Schanze, Finance Officer/City Clerk

CITY OF GEORGE:

Date: 4/08/24

BY: *Juan Villalpando*
Juan Villalpando, Mayor

ATTEST:

Amy Grace
Amy Grace, City Clerk/Treasurer