

**COOPERATIVE AGREEMENT
BETWEEN
WESTERN ADA RECREATION DISTRICT
AND
CITY OF MERIDIAN
FOR
FINANCIAL CONTRIBUTION
TO
SUPPORT LICENSED RECREATIONAL ACTIVITIES**

THIS COOPERATIVE AGREEMENT ("**Agreement**") is entered into this ____ day of _____, 2022 (the "**Effective Date**") by and between WESTERN ADA RECREATION DISTRICT, a Recreation District created and organized under Title 31, Chapter 43 of the Idaho Code ("**District**"), and the City of Meridian, a municipal corporation organized, existing and authorized under Chapter 1, Title 50, Idaho Code ("**City**")

RECITALS

- a. **District** is a Recreation District created to serve Western Ada County. **District's** mission is to provide and promote aquatics recreation in Western Ada County. **District** also operates a .57 acre public park in the Settlers Village Subdivision and is the Leaseholder of the Lakeview Golf Course in Meridian.
- b. **City** is a municipal corporation authorized under Chapter 1, Title 50, Idaho Code.
- c. Idaho Code § 31-4317(h)) provides that **District** may enter into cooperative agreements with the state, other authorities, counties, and cities under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or District of said agencies.
- d. **City** and **District** have License and Maintenance agreement(s) in place whereby **City**, as Licensee, has agreed to maintain the Lakeview Golf Course, the Meridian Community Pool, and the .57 acre park in the Settlers Village Subdivision.
- e. **District** has budgeted for the 2022 Fiscal Year, expenditures for the Pool, Park, and Golf Course.
- f. **District** desires to contribute to **City** the 2022 Fiscal Year budget amounts below for the Pool, Park, and Golf Course to support services, capital and overhead expenses as set forth in the License and Maintenance agreements between **District** and **City**.

AGREEMENT

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this **Agreement** and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Term

This **Agreement** shall be in effect commencing on the **Effective Date** and will terminate on the **30th day of September 2022**, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this **Agreement** is:

(a) For **District** to pay to **City** \$260,460.00 and \$1,053,395.00, less amounts already expended by the district in FY22 of \$50,300.00 (total amount = \$1,263,555.00). City shall collect and retain revenues received from pool and park operations estimated by the district to be \$264,605 in revenue

Section 3. Payment and Future Renewals

(a) **District** shall pay the amount set forth in Section 2(a) in two equal payments. The first payment shall be made in February of 2022. The second payment shall be made in August 2022. The parties acknowledge that any Pool and Park related expenditures incurred by **District** after January 27, 2022 shall be deducted from the **District's** payment to **City** due in August 2022. Payments shall be pro-rated in the event of Termination of the License and Maintenance Agreement(s) identified in the Recitals.

(b) **District** shall, prior to making payment to **City**, process a budget amendment eliminating the expenditure sub-categories so that City may make unrestricted expenditures and respond to the greatest needs in the maintenance and operation of the pool, park, and golf course.

(c) Payment shall be made directly to **City** at:

City of Meridian
33 E. Broadway
Meridian, Idaho 83642

(d) To facilitate renewal of this Agreement in successive fiscal years, **District** agrees to maintain its mill levy rates as set forth in the parties' License and Management of even date herewith so as to provide funding to continue the licensed operations in the event that this Agreement is renewed in the future.

Section 4. Miscellaneous

(a) Each party hereto represents and warrants that each person executing this **Agreement** on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body and is fully vested with the authority to bind such party in all respects.

(b) If any provision of this **Agreement** is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.

(c) Except as provided otherwise herein, this **Agreement** and any attachments hereto constitute the entire **Agreement** between **District** and **City** concerning the subject matter hereof. The provisions of this **Agreement** shall be construed as a whole and not strictly for or against any party.

(d) The captions and headings in this **Agreement** are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(e) This **Agreement** is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

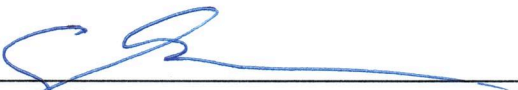
(f) Neither party shall have the right to transfer or assign all or any portion of such party's interest in this **Agreement** or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party.

(g) This **Agreement** shall be binding on the parties hereto, and their successors and assigns.

EXECUTED and effective as of the date first above written.

Western Ada Recreation District:

City of Meridian:



Shaun Wardle
Board President

Robert E. Simison
Mayor