

**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 _____, 2023 (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, which it fulfills by the operation of the Meridian Community Pool (“Pool”). District also operates a .57 acre public park in the Settlers Village Subdivision (“Park”) and is the Leaseholder of the Lakeview Golf Course (“Golf Course”) in Meridian.
- b. 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.
- c. City and District have License and Maintenance agreement(s) in place whereby City, as licensee, has agreed to operate and maintain the Golf Course, the Pool, and the Park.
- d. District has budgeted, for the 2023 Fiscal Year, funds for operation and maintenance of the Pool, Park, and Golf Course.
- e. District desires to contribute to City the 2023 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 2023, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this Agreement is for District to pay to City \$600,000.00 to support services, capital and overhead expenses for the Pool, Park, and Golf Course, as set forth in the respective license and maintenance agreements for such facilities, in Fiscal Year 2023. City shall collect and retain revenues received from Pool, Park, and Golf Course operations.

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 2023. The second payment shall be made in August 2023. The parties acknowledge that any Pool, Park, or Golf Course related expenditures incurred by District shall be deducted from the District's payment to City due in August 2023. District's payments shall be pro-rated in the event of termination of any of the license and maintenance agreements.
- b) Payment shall be made directly to City at:
City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642
- c) It is acknowledged by the Parties that District's mill levy rates shall be governed by the *License and Maintenance Agreement between Western Ada Recreation District and the City of Meridian for Maintenance and Operation of Meridian Community Pool and Park at Settlers Village Subdivision* ("License and Maintenance Agreement"), entered into by the Parties on February 8, 2022, and any subsequent amendments or addenda thereto. This Agreement, and successive iterations thereof, are and shall be subject to this License and Maintenance Agreement.

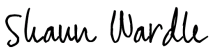
Section 4. Miscellaneous.

- 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 Effective Date first above written.

Western Ada Recreation District:

DocuSigned by:

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Shaun Wardle
Board President

City of Meridian:

Robert E. Simison
Mayor

ATTEST:

Chris Johnson
City Clerk