

AGREEMENT FOR RECREATION PROGRAM

THIS AGREEMENT is entered into in duplicate originals between Thurston County (hereinafter “County”), and the City of Tumwater (hereinafter “City”), collectively referred to as “parties” and individually as “party.”

WHEREAS, RCW 67.20.020 allows a city and county to enter into an agreement for the purpose of conducting a recreation program; and

WHEREAS, the City desires to provide a recreation program for individuals with developmental disabilities; and

WHEREAS, County is willing to provide such a recreation program to the City pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the City and County agree as follows:

I. DURATION

This Agreement shall take effect on the date of the last authorizing signature affixed hereto through December 31, 2027 unless otherwise terminated in the manner described under the termination section of this Agreement.

II. SCOPE OF SERVICES

A. Responsibilities of County:

1. County shall offer a minimum of 370 hours of recreation programs for youths and adults with developmental disabilities, including program marketing and registration, and program administration, during the term of this Agreement. Programs will include, but not be limited to, Day Trips, Monthly Events, and Fitness Programming. The recreation programs are regional in nature and that no recreation program within this Agreement shall imply that residents of the City are the sole recipients.

2. County may use volunteers to assist in the provision of the recreation programs. County will be responsible for the screening of employees and volunteers, as required by law, who assist in the recreation programs.

3. County will invoice the City on an annual basis-, at the beginning of each Agreement calendar year, and upon the expiration or termination of this Agreement, for the recreation programs provided herein by the County. At the time of invoicing, the County will provide a summary of all programs and activities completed for the previous year, including data on participation of Tumwater residents.

4. County may request to schedule the use of City facilities for conducting recreation programs on an as-needed basis, and the City agrees to allow such use, subject to availability. County will reimburse the City for the use of City facilities at an hourly rate. The hourly rate shall be agreed upon by County and the City before each use, and the rate shall include the direct cost of facility use and any staffing, if needed, as provided by the City. County will pay the City the mutually agreed hourly rate within 30 days of receipt of City's invoice.

B. Responsibilities of the City:

1. The City will refer those seeking to participate in recreation programs geared toward people with developmental disabilities to County programs as an option for obtaining recreational services. The City may provide website links to County's specialized recreation webpages and other appropriate marketing opportunities.

2. The City shall pay County an annual amount as set out in section III for the recreation programs provided for in this Agreement within 30 days of receipt of an invoice from County.

3. At County's request, the City agrees to provide the use of City facilities for conducting recreation programs, subject to availability. The City will invoice County on an hourly rate basis for facility use. The hourly rate shall be agreed upon by County and the City before each use, and the rate shall include the direct cost of facility use and any staffing, if needed, as provided by the City. The City will provide to County written documentation of the hourly rate prior to the use of City facilities.

C. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended.

III. COMPENSATION

The City shall pay County the yearly amount of \$2,125.00 for recreation programs provided by County as set forth in this Agreement.

IV. INDEMNIFICATION

A. To the extent permitted by law, County agrees to defend, indemnify and hold the City, its elected and appointed officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses and suits including reasonable attorneys' fees, arising out of or in connection with County's performance of this Agreement, except to the extent such claims, injuries, damages, losses or suits are caused by the negligence of the City.

B. To the extent permitted by law, the City agrees to defend, indemnify and hold County, its elected and appointed officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses and suits including reasonable attorneys' fees, arising out of or in connection with the City's performance of this Agreement, except to the extent such claims, injuries, damages, losses or suits are caused by the negligence of County.

C. No liability shall attach to the County or City by reason of entering into this Agreement except as expressly provided herein.

V. TERMINATION OF AGREEMENT

A. This Agreement may be terminated upon 90 days written notice to the other party using the method of notice provided for in this Agreement. Upon termination, the City may not be entitled to a refund of any unused portion of the fees paid.

B. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way during the term of this Agreement, County may, upon written notice to the City, terminate or suspend this Agreement. Notwithstanding any provision to the contrary, funding under this Agreement beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Agreement. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year.

VI. RELATIONSHIP OF PARTIES

Employees of the City and County shall remain at all times under the direction and control of their original party and the performance of work for the other party pursuant to this Agreement shall not change that relationship for any purpose. Neither the City nor County shall be deemed to have agreed to pay the other party's employees any wages or benefits afforded to its own employees. Further, the City and County responsibilities to its own employees for work place injuries shall remain unchanged by this Agreement.

VII. NOTICE

Any notice required under this Agreement shall be sent, in writing, to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY

Attn: Todd Anderson, Recreation Manager
555 Israel Road SW
Tumwater, WA 98501

COUNTY

Attn: Tracey Villanueva
412 Lilly Road NE
Olympia, WA 98506

VIII. INTERPRETATION AND VENUE

The parties agree that this Agreement shall be governed by the laws of the state of Washington and that any action arising out of this Agreement will be instituted and maintained in the Superior Court of Thurston County, Washington or in the superior court of either of the two nearest judicial districts as determined pursuant to RCW 36.01.050.

IX. ENTIRE AGREEMENT

This Agreement sets forth all terms and conditions agreed upon by the City and County and supersede any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year written below.

CITY

COUNTY

Debbie Sullivan, Mayor

Dr. Jennifer Freiheit, Director
Public Health and Social Services

Dated: _____

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney