



COMMUNITY RELATIONS & PUBLIC AFFAIRS COMMITTEE
MONDAY, DECEMBER 3, 2018
11:00 A.M.
COUNCIL CHAMBERS

- 1. SPECIALIZED RECREATION ILA**
JENNIFER BURBIDGE, DIRECTOR OF PARKS AND RECREATION
(STAFF REPORT)
- 2. MAYOR'S GALA**
STEVE KIRKMAN, PUBLIC AFFAIRS MANAGER
(VERBAL)
- 3. CHRISTMAS TREE ROUND-UP**
JENNY BAUERSFELD, COMMUNITY RELATIONS SPECIALIST
(VERBAL)




COMMUNITY RELATIONS COMMITTEE

December 3, 2018

SUBJECT: Interlocal Agreement Regarding the Provision of Specialized Recreation Services

RECOMMENDATION: Motion to approve and forward Interlocal Agreement with Thurston County regarding the Provision of Specialized Recreation Services to the full City Council for approval

STAFF CONTACT: Scott Spence, City Manager 
Jen Burbidge, Parks and Recreation Director

ORIGINATED BY: Parks and Recreation Department

ATTACHMENTS: 1. [Interlocal Agreement Regarding the Provision of Specialized Recreation Services.](#)

FISCAL NOTE: Funding in the amount of \$8,377 is included in the approved 2018 Budget for Professional Services – Sunshine Program, account 001.7403.574.4137.

PRIOR REVIEW: The Board of Park Commissioners reviewed the Interlocal Agreement at the regular monthly meeting on October 3, 2018.

BACKGROUND:

Thurston County is proposing an Interlocal Agreement, between the City of Lacey and Thurston County, for the purpose of documenting the services and payment of funds for the Specialized Recreation Program that has been offered to citizens under this model partnership since the early 1990's. Thurston County provides a countywide Specialized Recreation program for persons with developmental or physical disabilities, with contribution of funds from the cities of Lacey, Olympia, and Tumwater. The Cities of Olympia and Tumwater will each be parties to respective interlocal agreements with Thurston County.

As per the agreement, the City of Lacey would contribute \$8,377 per year toward Specialized Recreation programs. This is the same amount that has been contributed per year since 2016. The agreement would be for a period of three years, 2018 through 2020, assuming City Council's passing of the budget each year.

ADVANTAGES:

1. This collaboration has served our city residents very well in the past. It is to our collective benefit to continue this partnership to provide an efficient delivery of a much needed, valued and highly regarded service.
2. Specialized recreation programs offer social interaction opportunities, as well as fitness and fun.

DISADVANTAGES:

1. No disadvantages are foreseen.

AGREEMENT FOR RECREATION PROGRAM

THIS AGREEMENT is entered into in duplicate originals between Thurston County (hereinafter “County”), and the City of Lacey (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 January 1, 2018 through December 31, 2020 unless otherwise terminated in the manner described under the termination section of this Agreement.

II. SCOPE OF SERVICES

A. Responsibilities of County:

1. County agrees to offer recreation programs for youths and adults with developmental disabilities, including program marketing and registration, and program administration, during the term of this Agreement. It is agreed between the parties that 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 year for the recreation programs provided herein by the County.

4. County may request to schedule the use of City facilities for conducting recreation programs on an as-needed basis. County will reimburse the City for the use of City facilities at an hourly rate that shall cover direct cost of facility use, including part-time staff, if needed. 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 agreed hourly rate basis for facility use. The hourly rate shall cover direct cost of facility use, including part-time staff, if needed.

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 \$8,377.00 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. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.

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.

V. TERMINATION OF AGREEMENT

A. Either party may terminate this Agreement upon a minimum of 90 days written notice to the other party using the method of notice provided for in this Agreement. The effective date of the termination will be December 31 of the current year in which notice of termination is given.

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 and the parties shall negotiate any refunds if applicable.

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: Jen Burbidge
420 College Street SE
Lacey WA 98503

COUNTY
Attn: Margaret Huff
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.

IX. ENTIRE AGREEMENT

This Agreement sets forth all terms and conditions agreed upon by the City and County and supersedes 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. The parties hereby ratify any actions taken by the parties on or after January 1, 2018 in accordance with this Agreement, but which are performed prior to the date of formal execution by the parties.

CITY

COUNTY

Scott Spence, City Manager

Schelli Slaughter, Director
Public Health and Social Services

Dated: _____

Dated: _____

APPROVED AS TO FORM:

City Attorney