

When recorded return to:  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA AND THURSTON COUNTY  
FOR  
SPECIALIZED RECREATION SERVICES**

**Whereas**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**Whereas**, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**Whereas**: OLYMPIA and THURSTON COUNTY have a mutual interest in serving individuals with developmental disabilities through recreational services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and Thurston County (THURSTON) agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to allow OLYMPIA to contract the provision of recreation services for people with developmental disabilities.

**II. Scope of Agreement/Work**

A. Responsibilities of OLYMPIA shall be as follows:

1. THURSTON using OLYMPIA's facilities:
  - a) AT THURSTON's request, OLYMPIA may provide THURSTON with hourly use of OLYMPIA facilities on an as-needed basis.
  - b) OLYMPIA will bill THURSTON on an hourly rate basis for facility use. The hourly rate shall be agreed upon by THURSTON and OLYMPIA before each use and any such rate, at a minimum, shall cover the direct cost of facility use, including required staffing in addition to standard staffing provided by OLYMPIA for said facilities.

2. OLYMPIA using THURSTON's services:
  - a) OLYMPIA will pay to THURSTON a set amount annually to offer at least 370 hours of specialized recreation programs for youth and/or adults with developmental disabilities, program marketing and registration, and program administration. OLYMPIA will refer those seeking to participate in programs geared toward people with developmental disabilities to THURSTON's programs, as an option for obtaining recreational services. The services shall be provided throughout the year on a quarterly basis. Specialized programs will include, but not be limited to, Day Trips, Monthly Events, and Fitness Programming. It is acknowledged that all services are regional in nature and that no programs within this Agreement shall imply that residents of Olympia are the sole recipients.
  - b) OLYMPIA may provide website links to THURSTON's specialized recreation webpages and other appropriate marketing opportunities as resources allow.

B. Responsibilities of THURSTON shall be as follows:

1. THURSTON providing OLYMPIA with services:
  - a) THURSTON agrees to offer at least 370 hours of specialized recreation programs for youth and/or adults with developmental disabilities, program marketing and registration, and program administration. The services shall be provided throughout the year on a quarterly basis. Specialized programs will include, but not be limited to, Day Trips, Monthly Events, and Fitness Programming. It is acknowledged that all services are regional in nature and that no programs within this agreement shall imply that residents of Olympia are the sole recipients.
  - b) THURSTON will recruit volunteers, as necessary, to assist in the specialized programs. Volunteers may function as activity aides, program chaperones, camp counselors, and recreation leaders.
  - c) THURSTON shall be solely responsible for any screening of employees and volunteers, as required by law, who assist in the programs outlined in this agreement.
2. THURSTON using OLYMPIA facilities:
  - a) THURSTON may request to schedule the use of OLYMPIA facilities for specialized recreation programs, subject to availability.
  - b) THURSTON shall reimburse OLYMPIA an hourly rate for use of said facilities. The hourly rate shall be agreed upon by THURSTON and OLYMPIA before each use and any such rate, at a minimum, shall cover the direct cost of facility use, including required staffing in addition to standard staffing provided by OLYMPIA for said facilities. The rate shall be documented in writing and attached to this agreement upon each use.

### **III. Costs**

A. OLYMPIA will pay THURSTON the amount of \$13,720 for annual services for THURSTON to provide OLYMPIA with the specialized services set forth in this agreement.

B. THURSTON will pay OLYMPIA a mutually agreed hourly rate for THURSTON's use of OLYMPIA facilities, within thirty days of receipt of OLYMPIA's invoice.

### **IV. Method of Payment**

A. THURSTON will invoice OLYMPIA annually for services.

B. OLYMPIA will invoice THURSTON monthly for any facility use.

### **V. Indemnification & Insurance**

A. THURSTON agrees to defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with THURSTON's performance of the Agreement, except to the extent such injuries and damages are caused by the negligence of OLYMPIA.

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

### **VI. Joint Board**

This Agreement creates no Joint Board and no separate legal entity.

### **VII. Duration of Agreement**

This Agreement shall be effective until December 31, 2017 unless otherwise terminated in the manner described under the termination section of this Agreement.

### **VIII. Termination of Agreement/Refund**

This Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement. Upon termination of services, OLYMPIA shall be entitled to a refund from THURSTON, adjusted to a monthly rate. If the amount of refund is in dispute, both parties agreed to mediate such dispute with each party paying its own costs of mediation.

**IX. Entire Agreement**

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

**X. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

**XI. Employment Relationship**

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

**XII. Notice**

Any notice required under this Agreement shall be 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 OF OLYMPIA  
Attn: Scott River  
Re: Specialized Recreation Interlocal Agreement  
222 Columbia St NW  
Olympia, WA 98501

THURSTON COUNTY:

Attn: Kim Jensen  
Re: Specialized Recreation Interlocal Agreement  
412 Lilly Rd NE  
Olympia, WA 98506

**XIII. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

**XIV. Effective Date**

Once signed, this Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

**CITY OF OLYMPIA**


\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

**THURSTON COUNTY**

  
\_\_\_\_\_  
Tom Stuebner  
Director of Public Health and Social  
Services

Date: 4-20-2016