INTERLOCAL SERVICES AGREEMENT
BETWEEN THE CITY OF BATTLE GROUND
AND THE CITY OF RIDGEFIELD
FOR
A SUMMER PLAYGROUND PROGRAM

THIS IS AN INTERGOVERNMENTAL SERVICES AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.080, between the City of Battle Ground, a municipal corporation of the State of Washington, ("Battle Ground") and the City of Ridgefield a municipal corporation of the State of Washington, ("Ridgefield").

WHEREAS, Battle Ground and Ridgefield are committed to providing recreational opportunities for youth and families; and

WHEREAS, Battle Ground and Ridgefield have similar missions to help enhance the quality of life by creating healthy opportunities to play, learn and grow; and

WHEREAS, Battle Ground and Ridgefield recognize that sharing resources through a community partnership will help to provide affordable, accessible and diverse recreational opportunities to a broader community; and

WHEREAS, an Interlocal Agreement will provide an appropriate vehicle for Battle Ground and Ridgefield to work together in the planning, development, implementation and supervision of a summer playground program in the City of Ridgefield; and

WHEREAS, pursuant to RCW 39.34.080 (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

NOW, THEREFORE, CITY OF RIDGEFIELD and CITY OF BATTLE GROUND agrees as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to support and strengthen the broader community of North County by developing a successful Battle Ground/Ridgefield partnership that integrates, leverages and improves access to a community Summer Playground Program for residents of the City of Ridgefield.

SECTION 2. TERM

The term of this Agreement is from June 27, 2022 through August 19, 2022 for a Summer Playground Program which shall be a two (2) hour period per day to occur on a select number of days to be determined upon mutual agreement of both parties.

SECTION 3. RENEWAL

This agreement may be renewed upon mutual agreement of the parties for a maximum of five (5) additional terms. Each renewal shall be for a period from June 16 – August 31 of each calendar year unless another period is mutually agreed upon by the parties

SECTION 4. TERMINATION

Either party may choose to terminate this Agreement by notifying the other party in writing at least 60 days prior to beginning of a term.

SECTION 5. SCOPE OF SERVICES

Battle Ground and Ridgefield agree to:

A) Coordinate program dates, times and park location.

Ridgefield agrees to:

A) Coordinate the development and implementation of program marketing and promotional material to their community utilizing the BG Summer Playground flyer template, including program & sponsor logos, established weekly themes and program note.

B) Provide potable water for use by participants during the activities.

Battle Ground agrees to:

A) Provide a minimum of 3 playground leaders to implement and oversee a 2 hour playground program, including staff transportation to and from the park site.

B) Provide the arts and craft supplies and all related material needed to implement the weekly activity.

C) Provide the tent, tables and necessary equipment needed for use during the activity.

D) Provide Ridgefield a program attendance summary within 30 days of the conclusion of the program.

SECTION 6. PARK OPERATIONS MANAGEMENT

Ridgefield shall be responsible for the maintenance of their own park sites to ensure the safety of all program participants and staff, during such time as the Summer Playground Program is operating at a Ridgefield site(s).

SECTION 7. COMPENSATION FOR SERVICE

The City of Battle Ground received a Summer Experiences and Enrichment for Kids

(SEEK) grant for this season (2022) program, therefore the city does not anticipate charging for this season's services. However should the grant funds run out the City will revert to the previously agreed upon compensation schedule as indicated below.

Battle Ground shall receive an amount based on a per site/per day cost as negotiated between Battle Ground and Ridgefield for each term. The initial term shall be charged at a rate of $360 for a 2 hour program at one (1) site per day. Proposed compensation for subsequent terms shall be provided by Battle Ground to Ridgefield a minimum of 60 days prior to the beginning of the Renewal Period.

SECTION 8. BILLING METHOD AND PROCESS

At the end of the term Battle Ground shall submit an invoice for services rendered. Ridgefield shall pay Battle Ground within 30 days of receiving the original invoice.

Payment shall be made payable to the City of Battle Ground and mailed/delivered to the Parks and Recreation Department, located at 912 E. Main Street, Battle Ground, WA 98604.

SECTION 9. ADMINISTRATION

A) Battle Grounds' Recreation and Facilities Manager or designee to whom Ridgefield shall coordinate services.

B) Ridgefield Community Relations Specialist or designee to whom Battle Ground shall coordinate services.

C) Battle Ground City Council and Ridgefield City Council recognize that this Agreement shall require revisions from time to time to more accurately reflect current operations. The City Managers of both entities are authorized to revise this Agreement as deemed necessary and appropriate without requiring formal approval from either the Battle Ground City Council or the Ridgefield City Council provided that such revisions are not inconsistent with the policy directives of this Agreement or applicable laws and regulations governing both entities.

SECTION 10. INDEPENDENT CONTRACTOR

Battle Ground and Ridgefield are and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Battle Ground and Ridgefield or between any of Battle Ground's or Ridgefield's employees. Nothing in this Agreement shall make any employee of a party an employee of the other for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 11. HOLD HARMLESS/INDEMNIFICATION

The City of Ridgefield shall defend, protect, indemnify, and hold the City of Battle Ground, its officers, officials, employees, agents, subcontractors, and volunteers harmless from and against any damages, costs, or liability including reasonable attorney's fees, for injuries to person or property arising from acts or omission of the City of Ridgefield, its officers, officials, employees, agents, subcontractors, or volunteers, howsoever caused. The City of Ridgefield shall further hold the City of Battle Ground harmless from and against any claims, losses, or lawsuits brought by third parties against the City of Battle Ground, its officers, officials, employees, agents, subcontractors, or volunteers for any services rendered or actions taken pursuant to this Agreement, except to the extent such claims arise from the sole negligence of the City of Battle Ground. The City of Ridgefield will be responsible for any damages caused due to City of Battleground property, equipment, and/or fixture pursuant to any services rendered or actions taken pursuant to this Agreement and shall pay for all repairs and replacements as appropriate, at no cost to the City of Battle Ground.

Each entity agrees to hold the other party harmless from any and all bodily injury claims brought by employees of that party and expressly waives its immunity under the Industrial Insurance Act as to these claims which are brought against the other party; provided, that if Ridgefield and Battle Ground are both found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence.

SECTION 12. LIABILITY INSURANCE

A. Both entities shall maintain general liability insurance covering bodily injury, personal injury, and property damages that protect the other party, its officers, agents, volunteers and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from each parties work under this Agreement. Such insurance must also include contractual liability coverage. The insurance shall provide coverage for not less $1,000,000 for each occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name the other as additional insured including its officers, agents and employees.

B. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the affected party's Risk Manager. If the insurance is cancelled or terminated prior to completion of the Agreement, the affected party shall provide a new policy with the same terms. Both entities agree to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by either party.

C. Both entities shall maintain on file with their respective Risk Manager a certificate of insurance certifying the coverage required under subsection (a). Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by either party.

D. Waiver of Subrogation
Battle Ground and Ridgefield hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

SECTION 13. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 14. NOTICE.

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City of Battle Ground:

CITY OF BATTLE GROUND
PARKS & RECREATION DEPARTMENT
Attn: Kim Cederholm
912 E. Main St
Battle Ground, WA 98604

To the City of Ridgefield:

CITY OF RIDGEFIELD
Attn: Jessica Kipp
PO Box 608
Ridgefield, WA 98642

The name and address to which notices shall be directed may be changed by either Battle Ground or Ridgefield by giving the other notice of such change as provided in this section.

SECTION 15. WAIVER.

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 16. INTERLOCAL COOPERATION ACT COMPLIANCE.

This is an interlocal services agreement entered into pursuant to RCW 39.34.080. Its purpose, and the powers, rights, objectives, and responsibilities of the parties are as set forth in this Agreement.

SECTION 17. ENTIRE AGREEMENT.

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 18. AMENDMENT.

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

SECTION 19. SEVERABILTY.

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

SECTION 20. COMPLIANCE WITH LAW.

The Parties agree that, in connection with their activities under this Agreement, they shall comply with all applicable federal, state and local laws and regulations.

IN WITNESS WHEREOF, The City of Battle Ground and City of Ridgefield have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2022.

CITY OF BATTLE GROUND

_____
Erin Erdman,
City Manager

Approved as to form:

_____
Kirk Ehlis -Menke, Jackson, Beyer

Attest:

_____
Kay Kammer, City Clerk

CITY OF RIDGEFIELD

_____
Lee Knotterus,
Deputy City Manager

Approved as to form:

_____
, City Attorney

Attest:

_____
Julie Ferris, City Clerk