

CITY OF BELLINGHAM AND BELLINGHAM SCHOOL DISTRICT
INTERLOCAL AGREEMENT
RECREATIONAL SERVICES

The **CITY OF BELLINGHAM**, a first class municipality of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and **BELLINGHAM SCHOOL DISTRICT No. 501, WHATCOM COUNTY, WASHINGTON**, a first class school district, located at 1306 Dupont, Bellingham, Washington 98225 (hereinafter the "School District"), in consideration of the mutual covenants set forth herein, agree to enter into the following interlocal agreement.

WHEREAS, pursuant to Chapter 39.34 RCW the City and School District are authorized to execute interlocal agreements for the purposes of providing services and facilities; and

WHEREAS, the City and School District have staff and facilities that have been funded by the public; and

WHEREAS, The City and School District have enjoyed a relationship of cooperation providing services for the recreation and athletic needs of the School District students and the residents of Bellingham and Whatcom County; and

WHEREAS, the provision of youth recreational and sports services are critical to the health and well-being of the community,

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, the City and the School District agree as follows:

I. PURPOSE

The purpose of this interlocal agreement is to make the athletic and recreation program services of the City and the School District available for the recreation and athletic needs of the School District students, and K-12 residents of Bellingham and Whatcom County. The parties agree to partner to provide recreational and sport services and each share in a portion of participant registration revenue. Revenue is collected to pay for administrative and operational costs of services, and as fundraisers for Student Body Funds at the School District.

II. SCOPE

- A. This Agreement covers the implementation of School District approved sports and recreational camps. The City agrees to:

1. Advertise all camps via print, digital and online platforms. Review all advertisements with the District prior to publication.
2. Administer registration processes, including fee collection
3. Coordinate program timing, seasonal schedule and participant communication prior to and during activity periods
4. Provide city staff support during service periods to ensure high quality program experiences for the public
5. Purchase and distribute program equipment as agreed with the district prior to each camp, such as balls and/or basic program supplies
6. Provide registration information / rosters for coaches, including registrant contact information, emergency contact information, pertinent health information and registrant age to the School District 7 days prior to the start of the camp and provide staff support during camp week
7. If applicable, waive a portion of registration revenue to subsidize participant registration in compliance with City's Scholarship Program criteria
8. Provide, maintain, and clean City facilities for camp operations, if City facilities are used for a camp. Facilities to be provided at no cost to the district

The District Agrees to:

1. Create a schedule of camps and review this schedule with COB to ensure all dates and times align with other COB programming. Agree on the Facility to be used, with a first preference for using District facilities.
 2. After agreeing on schedule, the district will provide the City with a list of approved camps, including the School District facility where they are to be offered
 3. Provide, maintain, and clean School District facilities for camp operations. Facilities to be provided at no cost
 4. Employ and pay camp coaches, including but not limited to background screenings, hiring/recruiting, training, performance evaluation, discipline, termination and payroll remittances
 5. Develop and implement camp activities and act as responsible party for safety and welfare of camp participants
- B. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein will not be construed to as a waiver or relinquishment of any such right.

III. SERVICES AND UTILITIES

- A. Each party shall be responsible for the provision of services and utilities for its own properties, to the extent these are normal operating costs, and shall pay for the same in accordance with applicable ordinances or policies except as otherwise specified herein.

IV. FEES AND PAYMENT

- A. The parties agree to the following based on a range of participants per summer camp season:
- 01-1000 participants: City retains \$7,500.00 of registration revenue
 - 1001-1500 participants: City retains \$11,250.00 of registration revenue
 - 1501-2000 participants: City retains \$15,000.00 of registration revenue

B. Within 30 working days of the conclusion of the last camp of the summer season, the parties will work together to reconcile documentation and participation rosters. The City will pay to the school district the remaining revenue of registration fees and provide applicable supporting records.

V. TAXES, OTHER FEES, AND REGULATIONS

- A. The School District is liable for all taxes, license fees, permit fees and similar costs that that may be applicable to their activities. Fees administered by the City that may be applicable include but are not limited to the following:
1. City Business and Occupation Tax, Bellingham Municipal Code 6.04
 2. City Admissions Tax, Bellingham Municipal Code 4.74
- B. The School District is referred to the City's Finance Director for information, forms and applications for City administered fees and to the Parks and Recreation Administration Offices for information and applications for the use of City Property under this agreement.
- C. The City and the School District will comply with all applicable statutes, ordinances and regulations relevant to this Agreement, and will obtain and pay for any applicable permits.

VI. LIABILITY AND INSURANCE

- A. To the fullest extent permitted by law, the School District agrees to indemnify defend and hold harmless the City, its officers, agents, volunteers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from the activities carried on under this Agreement where such liability is incurred in whole or in part by the actual or alleged negligent acts, errors or omissions of the School District or anyone directly or indirectly employed or hired by the School District or anyone for whose acts the School District may be liable. The City reserves the right, but not the obligation, to participate in its defense without relieving the School District of any obligation hereafter.
- B. To the fullest extent permitted by law, the City agrees to indemnify defend and hold harmless the School District its officers, agents, volunteers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from the activities carried on under this Agreement where such liability is incurred in whole or in part by the actual or alleged negligent acts, errors or omissions of the City or anyone directly or indirectly employed or hired by the City or anyone for whose acts the City may be liable. The School District reserves the right, but not the obligation, to participate in its defense without relieving the City of any obligation hereafter.
- C. The School District shall provide comprehensive general liability insurance for all activities covered by this Agreement in a minimum amount of \$1 million for each occurrence and \$2 million in aggregate. The School District shall name the City as an additional insured on the policy. Such insurance shall be primary and non-contributory with any other insurance for which the City is a named insured. The insurance shall contain a waiver of any right of subrogation against the City. If applicable, the School District shall also provide automobile liability insurance in a minimum amount of \$1 million. The School District shall provide the City with an insurance certificate evidencing the coverage together with any required endorsements.
- D. Pursuant to Bellingham Municipal Code 4.16, the City is self-insured for third party claims and maintains a substantial liability loss fund for that purpose. Claimants under this fund submit claim forms to the Department of Finance initially. These claims are adjudicated by the Risk Manager with review and appeal through the City Council. This fund is also the source of payment for settlements/judgments in litigation by third parties who claim negligence by the City. The City maintains excess liability insurance in addition to its self-insurance program. The City's self-insurance/excess insurance program shall cover those claims typically covered under both commercial general liability and employer's liability

policies, and is at least equivalent to the minimum insurance requirements for the School District set forth subsection C.

- E. The School District shall provide Workers Compensation coverage for its employees as required by law. The School District specifically agrees to defend and indemnify the City from claims or suits brought by School District's own employees against the City; and for that purpose, the School District specifically waives any immunity under the Workers Compensation Act; provided, however, that the School District's waiver of immunity extends only to claims against the School District by the City and does not include or extend to any claims by the School District's employees directly against the School District.
- F. The City shall provide Workers Compensation coverage for its employees as required by law. The City specifically agrees to defend and indemnify the School District from claims or suits brought by City's own employees against the School District; and for that purpose, the City specifically waives any immunity under the Workers Compensation Act; provided, however, that the City's waiver of immunity extends only to claims against the City by School District and does not include or extend to any claims by the City's employees directly against the City.

VII. EQUAL OPPORTUNITY

The City and the School District provide equal opportunity in programs and employment and do not discriminate based on race, color, national origin/language, creed/religion, sex, sexual orientation (including gender identity), disability or the use of a service animal by a person with a disability, age, marital status, honorably discharged veterans, or military status.

VIII. REPRESENTATIVES OF THE PARTIES

- A. The City's Department of Parks and Recreation is responsible for compliance with this Agreement. The City designates the Recreation Manager, as the person who shall be the City's representative responsible to the School District for liaison and compliance for all purposes of this Agreement.
- B. The School District's Director of Athletics and Activities and Finance office are responsible for all aspects of compliance with the Agreement.

IX. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

- A. The Agreement shall take effect following its execution by both parties once it has been listed by subject on the parties' respective websites or filed with the County Auditor pursuant to RCW 39.34.040.

- B. Either party may terminate this Agreement for convenience upon ninety (90) days' written notice to the other party.
- C. This Agreement may be terminated by either party for cause upon the giving of fifteen (15) days' written notice of the other party of intent to so terminate, specifying the grounds for termination including but not limited to breach of a provision of this Agreement, breach of law or regulation, or misfeasance. During this period, the terminating party in its sole discretion may immediately suspend the other party from further activities. If during the fifteen-day period, in the sole discretion of the party giving notice, (a) the ground(s) for termination can be remedied and (b) the party so notified has corrected the situation, then this Agreement shall not terminate. If either (a) or (b) is not the case, this Agreement shall terminate at the end of the fifteen-day period.
- D. Notwithstanding notice of termination and during the pendency of any termination notice, each party shall continue to pay the other party amounts due under this Agreement and, unless otherwise requested, shall fully and faithfully continue to perform its obligations under this Agreement. Amounts due under this Agreement shall be pro-rated to the date of termination, considering any damages suffered arising out of this Agreement.

X. PUBLIC RECORDS

Each party is responsible for retaining records it creates, owns, or uses in accordance with applicable records retention schedules. All public records requests will be handled by the party receiving the request in accordance with its own policies and state law.

XX. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form a basis for any liability on the part of the City or School District, or their officials, employees, agents or representatives, to any third party.

XXX. MISCELLANEOUS

- A. The parties expressly agree that any and all disputes, libels, suits or actions, whether brought at law, in equity or through any agreed alternative dispute resolution mechanism, shall be governed by the laws of the State of Washington without recourse to any principles of Conflicts of Laws, with venue located exclusively in Whatcom County, Washington.

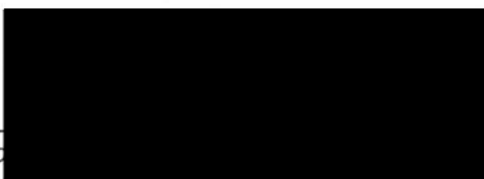
B. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

EXECUTED this the 16th day of May, 2024 for the
BELLINGHAM SCHOOL DISTRICT:

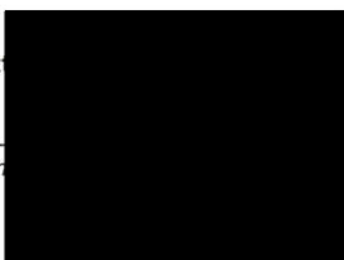


Superintendent, Bellingham School District

EXECUTED this the 21st day of June, 2024 for the CITY OF BELLINGHAM:



Maya



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Approved as to Form:

