	WHATCOM COUNT INFORMATIO				m County Contract No. 2011074
Originating Department:		85 Health			
Division/Program: (i.e. Dept. Division	on and Program)	8510 Administration /	851000	Administration	
Contract or Grant Administrator:		Kathleen Roy			
Contractor's / Agency Name:		Northwest Washingto	n Fairgr	ounds and Even	it Center
	not, is this an Amendment or Rene				Yes 🗆 No 🗆
Yes ⊠ No □ If /	Amendment or Renewal, (per Wo	CC 3.08.100 (a)) Origi	nal Cor	ntract #:	
Does contract require Council Ap	proval? Yes □ No ⊠	If No, include WC	C: 3.0	8.100	
Already approved? Council Appr		(Exclusions see: Whato			3 08 090 and 3 08 100)
	•	1 1 LAGIUSIONS SEC. VVII dic	on coun	ly Codes 5.00.010, 3	J.00.050 and J.00.100j
Is this a grant agreement?					
Yes □ No ⊠	If yes, grantor agency contract r	number(s):		CFDA#:	21.019 / 93.323
Is this contract grant funded?					
Yes ⊠ No □	If yes, Whatcom County grant c	ontract number(s):		201801023	
Is this contract the result of a RFF	or Bid process?			Contract Cost	1
	RFP and Bid number(s):			Center:	660430 / 660410
Is this agreement excluded from E	E-Verify? No 🗆 Yes	☑ If no, include Atta	chmen	D Contractor D	eclaration form.
If YES, indicate exclusion(s) below:					
☐ Professional services agree		sional.			
□ Contract work is for less than		☐ Contract for Co	mmerci	al off the shelf ite	ems (COTS).
Contract work is for less than		☐ Work related subcontract less than \$25,000.			
☐ Interlocal Agreement (between the control of	n Governments).	☐ Public Works -	Local A	gency/Federally	Funded FHWA.
Contract Amount:(sum of original co	ontract amount and Council anno	oval required for all prope	rhy loaco	e contracte or hid	awards exceeding \$40,000,
any prior amendments):					ease greater than \$10,000 or
\$ 39,200	10% of contr	act amount, whichever is	reater,	except when:	outo ground than project of
This Amendment Amount:	1. Exercis	ing an option contained in	a contra	ct previously appr	
\$					ervices, or other capital costs
Total Amended Amount:		ed by council in a capital b	udget ap	propriation ordina	nce.
\$		award is for supplies. nent is included in Exhibit	'R" of the	Budget Ordinane	20
Ψ	5. Contrac	ct is for manufacturer's tec	nnical su	poort and hardwa	re maintenance of electronic
		s and/or technical support			
	propriet	ary software currently use	d by Wh	atcom County.	
Summary of Scope: This contract p	provides funding for building rental	of the COVID-19 testing	g facility		
Term of Contract: 13 Mc		Expiration Date:		11/30/2021	
Contract Routing: 1. Prepared				Date:	
	dget Approval: KR/JG			Date:	
3. Attorney				Date:	
	ce reviewed: M Caldwell ed (if IT related):			Date:	
6. Contracto				Date:	
7. Submittee				Date:	
	pproved (if necessary):			Date:	
9. Executive				Date:	
10. Original				Date:	11 2020
10. Original	to coditoli.	V		Dale.	12-2-2020

WHATCOM COUNTY Health Department



Erika Lautenbach, Director Greg Stern, M.D., Health Officer

MEMORANDUM

TO:

Satpal Sidhu, County Executive

FROM:

Erika Lautenbach, Director

RE:

Northwest Washington Fairgrounds & Event Center - COVID-19 Testing Site -

Building Rental Contract

DATE:

November 20, 2020

Attached is a contract between Whatcom County and Northwest Washington Fairgrounds & Event Center for your review and signature.

Background and Purpose

This contract provides funding for a seven day per week building rental at the Northwest Washington Fairgrounds for the purpose of serving as a COVID-19 testing site. The rental cost is \$3,000 per month with a \$200 initial deposit. The contract renews on month-to-month basis after 12/31/20 and may be a necessary expense for most of 2021.

Funding Amount and Source

Funding for this contract may not exceed \$39,200. In 2020, funds under the contract are are made available by and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Health (DOH) Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019). In 2021, funding will be provided by the DOH ELC COVID-19 Grant (CFDA 93.323). These funds are included in the 2020 budget and will be included in the 2021 budget. Council approval is not required as funding does not exceed \$40,000.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.







Whatcom County Contract No. 202011074

NORTHWEST WASHINGTON FAIRGROUNDS & EVENT CENTER

The Northwest Washington Fair and Event Center 1775 Front Street, Lynden, WA 98264 Ph: 360.354.4111 x215 Fax: 360.354.1315

Website: www.nwwafair.com E-mail: frances@nwwafair.com

BUILDING RENTAL CONTRACT

Date(s) of Rental: November 17 - December 31, 2020 Option to renew on a monthly basis.

This AGREEMENT, made and entered into by and between the Northwest Washington Fair, hereinafter referred to as the FIRST PARTY, and:

Contract Name: Whatcom County COVID Testing

Contact: Wally Kost Event: COVID Testing

Address: 311 Grand Ave, Bellingham, WA 98225

Phone: 360.778.7165

Email: wkost@co.whatcom.wa.us
Hereinafter referred to as the SECOND PARTY.

WITNESSETH: In consideration of the mutual covenants hereinafter stated, the parties agree as follows:

TERMS OF CONTRACT:

Facility Rented: Pig Barn section of the Henry Jansen Agricultural Center, including office and restrooms

- Rental fee: \$3,000.00 per month Please see Additional Item Order List attached to this contract for items included in building rental. Additional items may be rented at the fee specified. By signing this contract Second Party agrees to have received and read the Additional Item Order List and understands that if they need any items in addition to those on the list they must let us know in advance.
- In order to confirm the reservation, the non-refundable deposit of N/A and signed contract are required by
 N/A. The remainder of the rental fee is due prior to the rental date. Payment may be made by check, Visa, MasterCard,
 cashier's check, or cash.
- 3. A refundable damage/cleaning/key deposit of \$200.00 must be paid in the form of a check or credit card at the time the building key is picked up. First Party will hold the damage deposit until after Second Party's rental. This deposit is refundable if the building, grounds, and items used are left in the same condition as prior to rental and the key is returned to the office. The Second Party is responsible for any damages to buildings or other property of the First Party. The Second Party is required to leave all chairs and tables out after the event, but will be held accountable for all items on the renter's checklist included with this contract.
- 4. Please have a representative pick up the building key between 9 a.m. and 4 p.m. the business day prior to the rental or after 9 a.m. the day of the rental if the rental falls on a business day. The building key must be returned to the key drop attached to the front office at the end of the rental date or renter may be subject to a \$50 late fee.
- 5. Please keep in mind that buildings are often rented on the days surrounding your rental date/s. It is very likely the day prior to or the day after your contracted rental date will be rented to another party. The Second Party will need to contract to use additional days, if available. Set up or clean-up is not allowed without contract and payment in place for additional days. The date/s of the contracted rental is the only day/s Second Party has use of the building rented.
- 6. ALCOHOL Will alcohol be sold or allowed at your event? Please initial YES ______ or NO _____. The sale and/or consumption of alcoholic beverages on First Party premises are prohibited unless properly permitted. <u>Alcohol may only be consumed inside the building rented</u>. Second Party may obtain a banquet permit on-line at the WA State Liquor Control Board site. A copy of the permit must be presented to the First Party prior to the rental date. In the event Second Party plans to sell or allow alcohol, Second Party will also need to obtain a \$500,000 event insurance policy naming the First Party as additional insured for the date/s of the rental. This certificate needs to be received by the First Party prior to the rental date, as well as the endorsement page from the insurance company.

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7.	In the event Second Party is planning to sell or allow alcohol <u>and</u> have a dance at the event, Second Party will need to obtain a dance permit at Lynden City Hall. Second Party must provide the First Party with a copy of this permit prior to the rental date.
8.	Music – Please indicate if music will be provided at the event by a Live Band, DJ, rented sound system, or by using the building sound system Music must be not be loud enough to be heard or vibrations felt 300 feet from the building in which the event is taking place. If music played at the event does not stay within these guidelines, First Party or its agents will require the music to be turned down, or off entirely. All music must cease at midnight.
9.	How many guests do you estimate will attend your event?
	The Northwest Washington Fair and Event Center is a multi-use facility and likely will have several building rentals the same day as the rental. Please check our website at www.nwwafair.com or call the office to check on same day rentals.
11.	Due to fire regulations, smoke machines are not allowed to be used in the buildings.
12.	Second Party must restrict all activities to the assigned rental area.
	First Party property (buildings, walls, etc.) must remain free of temporary attachments such as nails, wires, tape, and other objects that may result in damage to buildings or equipment. Decorations and signage may not cover or block any exit, or cover fire extinguisher hoses or electrical panels. Decorating is restricted to: table decorations, balloons, streamers, free standing decorations (flowers, plants, easels, etc.). All decorations must be removed (inside and outside) when cleaning the building.
14.	Second Party is responsible to leave the rented area as clean and orderly as upon arrival. Please take out what is brought in. Building rented and surrounding outdoor areas must be cleaned and Fairgrounds vacated by 2 a.m. Failure to do so will result in cleaning charges of \$45.00 per hour billed after the event.
15	Building rental includes 10 full garbage cans. Additional full cans will be billed at \$7.50 per can.
	If RVs are parked on the Fairgrounds for the event, a fee of \$25.00 per RV per site, with or without hook up, will be
10.	charged to the Second Party after the rental. Fees to be collected by Second Party representative and paid at one
	time to First Party upon receiving invoice. Payment may be made by check, Visa, MasterCard, cashier's check, or cash
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17.	Absolutely no food or drink may present or consumed inside of the barn.
IND	EMNIFICATION & HOLD HARMLESS AGREEMENT:
	First Party shall not be liable for injury to any person, or for the loss of or damage to any property, including property of Second Party, occurring in or about the Northwest Washington Fair premises for any cause whatsoever, except for First Party's gross negligence or willful misconduct. Second Party hereby indemnifies and holds First Party harmless from and against and agrees to defend First Party against any and all claims, charges, liabilities, obligations, penalties, causes of action, liens, damages, costs and expenses (including attorneys' fees) arising, claimed, charged or incurred against or by First Party from any matter or thing arising from Second Party's use of the Premises, the conduct of its business or from any activity, work or other thing done, permitted or suffered by the Second Party in or about the Northwest Washington Fair premises whether prior or subsequent to the commencement of the Term of this Agreement, and Second Party shall further indemnify and hold harmless First Party from and against any and all claims arising from any breach or default in the performance of any obligation on Second Party's part or to be performed under the terms of this Agreement, or arising from any act or negligence of the Second Party or any officer, contractor, agent, employee, guest, licensee, or invitee of Second Party, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim (including appeals) or any action or proceeding brought thereon and in case any action or proceeding be brought against First Party by reason of such claim. Second Party, upon notice from First Party, shall defend the same at Second Party's expense by counsel reasonably satisfactory to First Party. Second Party, as a material part of the consideration to First Party, hereby assumes all risk of damage to property or injury to persons in, upon or about the Northwest Washington Fair premises, from any
	cause other than First Party's gross negligence, or willful misconduct, and Second Party hereby waives all claims in respect thereof against First Party. The indemnification provided for in this Section shall survive any termination or
	expiration of this Agreement. Second Party will indemnify only claims related to use of the pig barn and access

By signing below, I agree to the terms and conditions of this contract, and all other rules for use of the facility I have rented, and do hereby state that I will comply with same.

Contract dated: 10/21/2020

Procusigned by:

Enka Lauturball 11/23/2020

Second Party Signature

Date

Date

	WHATCOM COU	NTY	
	Satpal Signed by Satpal Signed by SATPAL SIDHU County Executive	11/23/2020	
STATE OF WASHINGTON)		
COUNTY OF WHATCOM)		
On thisday of, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof. NOTARY PUBLIC in and for the State of Washington,			
	ing at Bellingham.	e otate of washington,	
My C	ommission expires:		
APPROVED AS TO FORM Pocusigned by: Royu Bukingham 1EESDDBD9542404		11/23/2020	
Royce Buckingham, Prosecuting	Attorney	Date	

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Additional Item Order List

The Order List must be returned to the office no later than 5 business days prior to your rental date. If not returned, only the items listed below as included in your rental will be left in the building for your use.

	Renter:	Building: <u>HENRY JAI</u>	<u>VSEN</u>
Da	ate(s) of rental		
d	<u>ltem</u>	Fee	Tota
=	6' rectangle table	\$10.00 ea.	1010
\rightarrow		7.20.00	_

# Needed	<u>ltem</u>	Fee	Total Due
	6' rectangle table	\$10.00 ea.	
	8' rectangle table	\$10.00 ea.	
	Folding chairs (brown)	\$1.00 ea.	
	4' or 8' benches	\$12.00 ea.	
	Portable ticket booth	\$75.00 ea.	
	4' x 8' stage section	\$8.00 ea.	
	Bleachers	\$20.00 ea.	
	Fork lift with operator	\$70.00 hour	
	Extra requested maintenance/cleaning hours	\$45.00 per hr.	
	Picnic tables	\$15.00 ea.	

Please note: all items are subject to availability. Prices are subject to change.

Date paid ______check _____cc ____cash____Staff_____