

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	803000 Senior Services
Contract or Grant Administrator:	Bennett Knox
Contractor's / Agency Name:	Jet Oldsters Association of Ferndale

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No

Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____

Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency

Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).

Contract work is for less than 120 days. Work related subcontract less than \$25,000.

Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>75% of facility revenue</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ <u>75% of facility revenue</u></p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<p>Summary of Scope:</p> <p>This long standing partnership will provide custodial services and supervision of activities that take place at the Ferndale Senior Activity Center outside of the Center's program and hours. In exchange for this service the Jet Oldsters Association of Ferndale will be reimbursed 75% of all receipts, minus County expenses.</p>	

Term of Contract: 2 years	Expiration Date: 12/31/2024
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Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 9/15/2022
	2. Attorney signoff: <u>Brandon Walbron via email</u>	Date: <u>9/20/22</u>
	3. AS Finance reviewed: <u>Brad Bennett via email</u>	Date: <u>9/22/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**PUBLIC USE SCHEDULING AGREEMENT
FERNDALE SENIOR ACTIVITY CENTER**

This Agreement is entered into by Whatcom County Parks & Recreation Department (Parks / County) and the Jet Oldsters Association of Ferndale (Jet Oldsters) a not-for-profit organization operating in the State of Washington. Parks and Jet Oldsters have maintained a long-standing partnership to jointly maintain and operate the Ferndale Senior Activity Center. The County owns the facility and covers major maintenance, repairs and most utility expenses. Jet Oldsters staff members and volunteers provide custodial services, supervise the reception desk and oversee program activities that take place at the Center separate from the Senior Activity Center Programs and hours. This Agreement is separate and distinct from the Whatcom County's Park's Contract for Services Agreement at the Ferndale Senior Activity Center for Senior Activities, staffing and operations.

1. PURPOSE

This Agreement outlines the responsibilities of both parties in regards to the scheduling and supervision of Public Rentals at Ferndale Senior Activity Center located at 1998 Cherry Street, Ferndale, WA 98264. These rentals may be scheduled when the facility is not used for senior citizen activities including evenings, weekends and occasional weekdays.

2. PARKS RESPONSIBILITIES

Parks will be responsible for the following functions related to Public Rentals of the Ferndale Senior Activity Center.

- A. Establish fees & charges for the Ferndale Senior Activity Center for public use and rentals separate from the Senior Activity Center events and activities.
- B. Post Ferndale Senior Activity Center rental information and room availability on the Whatcom County Parks & Recreation website online reservation system.
- C. Manage and process all Ferndale Senior Activity Center public reservations and payments.
- D. Account for all receipts and disbursements related to public rentals.
- E. Reimburse the Ferndale Jet Oldsters on a quarterly basis at the rate of 75% of all receipts minus expenses including convenience fees, taxes, alarm response, and other charges to the County.

3. JET OLDSTERS RESPONSIBILITIES

Jet Oldsters will be responsible for the following duties related to the Public Rentals of the Ferndale Senior Activity Center.

- A. Show prospective renters the facility and available equipment.
- B. Check out and return keys prior to each rental. Maintain all keys in a secure location.
- C. Provide orientation on open and closing procedures including deactivating and activating the alarm system.
- D. If necessary set up the facility for each rental and make sure that the building is adequately cleaned after each event. All furniture and equipment is to be returned to its regular or assigned facility location or in facility storage.
- E. Provide a current list of Jet Oldsters members and phone numbers to be on the After Hours Callout List to respond to Security Alarms. A copy of this Callout List will be provided to Parks and shall be kept current by the Jet Oldsters.
- F. Cover the cost of any after hour's false alarm response charges, not due to system failures, at the Ferndale Senior Activity Center. These charges will be deducted from the Parks reimbursements outlined in Section 2 E.
- G. Immediately notify Parks and provide an incident report of any damage to the facility or equipment, alarm calls, accidents, incidents or injuries related to building rentals
- H. Immediately report to Parks any structural, security or maintenance repairs needed to the Facility or on the premises.

4. TERM OF THE AGREEMENT

This agreement shall run from January 1, 2023 through December 31, 2024.

5. ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representative shall be responsible for the administration of this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing. The Jet Oldsters representative shall be the Jet Oldsters Manager. The Parks representative shall be Shannon Batdorf, Administrative Supervisor.

6. INDEMNIFICATION BY JET OLDSTERS (identified herein as PROVIDER): To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County; or 4) By Provider's breach of Agreement. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

Provider's/ Jet Oldsters initials acknowledging indemnity terms: *MW* .

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

The Provider agrees all Providers' indemnity obligations shall survive the completion, expiration or termination of this Agreement.

The Contractor is required to meet the following Insurance Coverage Requirements for the duration of this contract.

Commercial General Liability Insurance	
Property Damage	\$500,000 per occurrence
General Liability and Bodily Injury	\$1,000,000 per occurrence
Annual Aggregate	\$2,000,000

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

Contractor shall maintain Workers Compensation Insurance as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractor's employees, agents, and volunteers eligible for such coverage under the Industrial Insurance Act.

Fraud Insurance covering employees

Comprehensive Automobile Liability	
	\$1,000,000 minimum, per occurrence
	\$2,000,000 minimum, annual aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

A certificate of such insurance, with attached endorsement providing proof of all required insurance provisions, including Contractor's insurance must name the County, officials, employees, agents and volunteers, as additional insureds on this contract; Contractor's insurance is primary and County's insurance is non-contributory. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this contract. Proof of said insurance is attached hereto as Exhibit "C". Contractor shall maintain in effect all insurance coverages required under this Agreement, at Contractor's sole expense and with insurance carriers licensed to do business in the State of Washington in which the Project is located and having a current A.M. Best rating of no less than A-, unless another A.M. Best rating is specifically accepted by the County in writing and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. The Contractor must provide a Certificate of Insurance and Endorsements which identifies clearly and readily proof of insurance as required under this Agreement, including the endorsements that the County, employees, agents and volunteers are named additional insureds on the Contractor's policy; the Contractor's insurance is primary and the County's insurance is non-contributory; and the waiver of subrogation. Coverage limits shall be the minimum.

The Contractor shall provide annual proof of insurance to the County. The County shall not be obligated to review such certificates, endorsements, or other evidence of insurance, or to advise Contractor of any deficiencies in such documents, and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of the County's right to enforce, the terms of Contractor's obligations hereunder. The Contractor agrees Contractor's insurance obligations shall survive the completion or termination of this Contract for a minimum period of three years.

7. TERMINATION

Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. NON-DISCRIMINATION IN EMPLOYMENT

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees

9. NON-DISCRIMINATION IN CLIENT SERVICES

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

10. CHANGES, MODIFICATION, AMENDMENTS AND WAIVERS

This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of the Agreement shall not be considered a waiver of any prior or subsequent breach.

11. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7 day of June, 2022

APPROVED

JET OLDSTERS ASSOCIATION OF FERNDALE

Maryam Whitaker
Maryam Whitaker, President
Sr. Center phone no: 360 384 6244
Personal Contact phone: 360 383 4631



STATE OF WASHINGTON)

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COUNTY OF WHATCOM

On this 7 day of June, 2022, before me personally appeared Maryam Whitaker, President, authorized to sign for the Jet Oldsters Association of Ferndale and who executed the above instrument and acknowledged to me the act of signing and sealing thereof.

[Signature]
Notary Public in and for the State of Washington, residing at Bellingham

My Commission expires: 4/27/2026

