



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

**BETWEEN**

**JET OLDSTERS ASSOCIATION OF FERNDALE**

**AND**

**WHATCOM COUNTY PARKS & RECREATION DEPARTMENT**

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.



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. NONDISCRIMINATION**

During the term of this Agreement, the Jet Oldsters shall comply with all applicable Federal, State and local provisions with regard to hiring and employment practices, and providing program services. In the event of the Jet Oldsters noncompliance or refusal to comply with the above provisions, this Agreement may be rescinded, cancelled, or terminated in whole or in part without penalty to Parks. The Jet Oldsters shall, however, be given a reasonable time in which to cure such noncompliance.

**9. 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.

**10. 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.

**11. 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 16 day of October 2020.

**APPROVED**

**JET OLDSTERS ASSOCIATION OF FERNDALE**

*Linda Cline*

Linda Cline, President

Sr. Center phone no: 360-384-5113

Personal Contact phone: 360-384-4262

STATE OF WASHINGTON)

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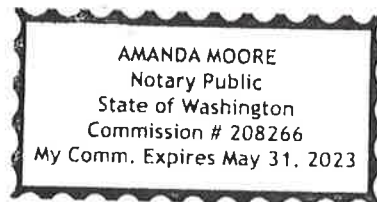
COUNTY OF WHATCOM

On this 16 day of October, 2020, before me personally appeared 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.

*Amanda Moore*

Notary Public in and for the State of Washington, residing at Whatcom

My Commission expires: MAY 31, 2023



~~WHATCOM COUNTY~~

~~Satpal Sidhu, County Executive~~

~~STATE OF WASHINGTON)~~

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~~COUNTY OF WHATCOM~~

**WHATCOM COUNTY**

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Satpal Sidhu, County Executive

STATE OF WASHINGTON)

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COUNTY OF WHATCOM

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared Satpal Sidhu, to be known to be County Executive of Whatcom County and who executed the above instrument and acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington,

Residing in \_\_\_\_\_

My Commission expires: \_\_\_\_\_

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT

  
\_\_\_\_\_  
Michael McFarlane, Director

APPROVED AS TO FORM

Approved via email / B. Waldron  
Deputy Prosecuting Attorney