

**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.

- 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, 2019 through December 31, 2020.

**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: RB

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 Jet Oldsters are required to provide proof of insurance for the following minimum coverage's.

- A. General Liability Coverage - \$1,000,000 per occurrence.
- B. Workers Compensation Coverage and listed amounts for bodily injury by accident, bodily injury by disease, policy limits.
- C. Comprehensive Automobile Liability - \$1,000,000 each accident.
- D. 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.

**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 6th day of December, 2018.**

**APPROVED**

**JET OLDSTERS ASSOCIATION OF FERNDALE**

Ruth Bergman  
 Ruth Bergman, President  
 Sr. Center phone no: 360-384-5113  
 Personal Contact phone: 360-384-3868



STATE OF WASHINGTON)  
 )ss  
 COUNTY OF WHATCOM

On this 6th day of December, 2018, 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.

Beverly C Kimball  
 Notary Public in and for the State of Washington, residing at whatcom county

My Commission expires: 5-8-2019

**WHATCOM COUNTY**

\_\_\_\_\_  
Jack Louws, County Executive

STATE OF WASHINGTON)

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COUNTY OF WHATCOM

On this \_\_\_\_ day of \_\_\_\_\_, 2018. before me personally appeared Jack Louws, 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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
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

  
\_\_\_\_\_  
Deputy Prosecuting Attorney