

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202011079**

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	803000 Senior Services
Contract or Grant Administrator:	Michael McFarlane
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:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>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.</li> </ol>
Summary of Scope:	

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.

Term of Contract: 2 years      Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 11/23/2020
	2. Attorney signoff: Brandon Waldron	Date: 11/20/2020
	3. AS Finance reviewed: Marianne Caldwell	Date: 11/23/2020
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: 11-25-2020
	7. Council approved (if necessary): _____	Date: 12-8-2020
	8. Executive signed: _____	Date: 12-9-2020
	9. Original to Council: _____	Date: 12-16-2020

**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, 20~~19~~<sup>21</sup> through December 31, 20~~20~~<sup>22</sup>.

**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: 

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.

<b>Commercial General Liability Insurance</b>	
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. 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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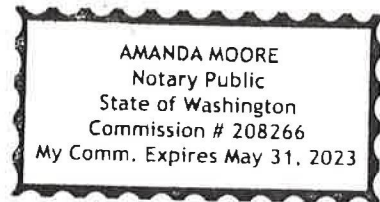
COUNTY OF WHATCOM

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

Satpal Sidhu

Satpal Sidhu, County Executive

STATE OF WASHINGTON)

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COUNTY OF WHATCOM

On this 9th day of December, 2020, 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 9th day of December 2020

Suzanne M. Milder

Notary Public in and for the State of Washington,

Residing in Bellefleur

My Commission expires: 12-31-22



WHATCOM COUNTY PARKS & RECREATION DEPARTMENT

[Signature]  
Michael McFarlane, Director

APPROVED AS TO FORM

Approved via email / B. Waldron  
Deputy Prosecuting Attorney

**WHATCOM COUNTY**  
**Parks & Recreation**  
3373 Mount Baker Highway  
Bellingham, WA 98226-7500



**Michael G. McFarlane**, Director  
**Christ Thomsen**, Parks Operations Manager


**RECEIVED**

**NOV 25 2020**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Michael McFarlane, Director 

**DATE:** November 23, 2020

**RE:** Public Use and Scheduling Contract – Ferndale Senior Activity Center

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Enclosed is an Agreement between Whatcom County Parks & Recreation and the Jet Oldsters Association of Ferndale for your review and signature.

In this long-standing partnership, the Jet Oldsters provide custodial services and supervision for activities that take place in the Ferndale Senior Activity Center outside of the centers programming and hours.

In exchange for these services, the Jet Oldsters will be reimbursed 75% of the revenue from reservation of the senior center, less County expenses.