

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

20211005

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	803000 Senior Services
Contract or Grant Administrator:	Shannon Batdorf
Contractor's / Agency Name:	Point Roberts Park & Recreation District No. 1
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> 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 checked="" 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): \$ <u>1,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>1,000</u>	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 : 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.
Summary of Scope: _____	
The Point Roberts Park & Rec District owns and maintains the Point Roberts Community Center. Parks operates the Senior Program in Point Roberts. The District allows Parks to use of a portion of the Community Center for the Senior Program. The District pays the County \$3500 annually to offset the cost of the 2nd day of programming. The County pays the District \$1000 annually to offset the cost of utility usage at the Community Center for the senior program.	
Term of Contract: 5 years Expiration Date: 12/31/2027	

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 10/28/2021
	2. Attorney signoff: <u>Branden Waldron by email</u>	Date: <u>10/28/21</u>
	3. AS Finance reviewed: <u>Brad Bennett by email</u>	Date: <u>10/28/21</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>10-25-21</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>11-3-21</u>
	7. Council approved (if necessary): _____ ✓ <u>AB2021-642</u>	Date: <u>11.9.21</u>
	8. Executive signed: _____ ✓	Date: <u>11.10.21</u>
	9. Original to Council: _____ ✓	Date: <u>11-16-21</u>

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WHATCOM COUNTY
AND
THE POINT ROBERTS PARK AND RECREATION DISTRICT NO. 1**

WHATCOM COUNTY, a municipal corporation, hereinafter referred to as "COUNTY" and the POINT ROBERTS PARK AND RECREATION DISTRICT No. 01, hereinafter referred to as "DISTRICT", hereby agree to the following terms:

Whereas, DISTRICT owns and maintains the Point Roberts Community Center facility upon the following premises situated in Point Roberts, Whatcom County, Washington to-wit:

The building known as the "Community Center" (once known as the "Schoolhouse") situated on a tract of land, located in Section 3, Township 40 North, Range 3 W.M. described as;

Commencing 338 feet East and 20 feet South of the Northeast corner of Lot 4, Section 4, township 40 North, Range 3 West of W.M., thence East 200 feet, thence South 193 feet; thence North 193 feet to Point of beginning.

Whereas, COUNTY, through its Parks and Recreation Department, operates a program to coordinate benefits and activities for senior citizens at selected senior citizen centers strategically situated throughout Whatcom County;

Whereas, since November 26, 1973 through December 31, 2021, DISTRICT leased to COUNTY a portion of the Point Roberts Community Center as one of its Senior Activity Center facilities;

Now Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lease Granted:

In consideration of the premises, and in exchange mutual benefits to be derived from this Agreement DISTRICT hereby leases to Parks and Recreation Department of COUNTY for use as a Senior Activity Program, Room #1 Lounge Area, Room #2 Dining Room and Kitchen, and Room #3 Small Meeting Room.

2. Term:

The term of this Agreement shall commence January 1, 2022 and shall terminate December 31, 2027. The term of this Agreement may be extended by mutual agreement of the parties for an additional five (5) year period.

3. Extent of Use:

COUNTY's use of the DISTRICT facilities shall be nonexclusive. COUNTY shall ensure that at the close of each use period the leased portions of the Community Center building are neat, clean, tidy and secured. In addition, DISTRICT shall not be responsible to COUNTY for theft, destruction or injury to tangible personal property left unsecured in the premises between senior citizen activities.

4. Preferential Use:

The Point Roberts Senior Activity Program is accorded preferential use for up to two (2) guaranteed scheduled days during each calendar week. Senior Activity Programs are currently scheduled on Wednesdays and Fridays from 10:00 a.m. – 2:00 p.m. The Senior Program is also entitled to schedule special events with prior approval from the DISTRICT.

Provision of a second day by the COUNTY is contingent upon the DISTRICT providing payment to the Parks and Recreation Department in the amount of \$3,500 annually to help defray the cost of operations. Payments will be made by the DISTRICT to Parks and Recreation Department no later than June each year. Provision and funding of a second day of operation is subject to annual renewal provided that both parties mutually agree that Point Roberts Senior Activity Program attendance levels are sufficient to justify continuation of the program.

5. Supervision of Activities and Keys:

The COUNTY will insure that a paid employee or trained volunteer will be onsite to adequately supervise Senior Activity Programs at all times. The DISTRICT will issue a full set of keys to COUNTY to provide access to leased areas of the building. The COUNTY will check these keys out to the paid staff person supervising Senior Activity Program activities.

6. Scheduling of Users:

Control of the facility and scheduling of its use remain with the DISTRICT, with specific times of use by senior citizens to be coordinated through DISTRICT Board representatives. Representatives of COUNTY's Parks and Recreation Department or senior citizens will be accorded fair consideration of any matter they may bring to the DISTRICT's attention concerning this Agreement, the rights and privileges hereunder, and the equitable adjustment of any grievance that may arise regarding this Agreement, the facilities, or condition, use or maintenance thereof.

7. Alterations or Improvements:

COUNTY shall make no alterations or improvements to the facility except upon prior written approval of the DISTRICT. The DISTRICT will provide COUNTY at least thirty (30) days' notice on any alterations or improvements that will affect COUNTY's use of the premises.

8. Consideration:

COUNTY will not be charged any rent, license, or fee for the use of the premises or facilities as herein agreed. COUNTY will pay to the DISTRICT the amount of One Thousand Dollars and No Cents (\$1,000.00) per year as a contribution to utilities and to cover phone expenses.

9. Independence of Parties and Employees:

COUNTY and the DISTRICT shall not be deemed hereby to become joint operators of the Point Roberts Senior Activity Program and the same shall remain the sole activity and responsibility of COUNTY. All employees and volunteers engaged or serving COUNTY in the operation of the Point Roberts Senior Activity Program shall not by this Agreement or activities or programs contemplated herein be construed to be employees, agents or volunteers serving the DISTRICT.

10. Nondiscrimination:

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, age, marital status, disability, or veteran status.

The DISTRICT agrees not to discriminate against any participant, volunteer, employee or individual based upon race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability or veteran status.

11. MUTUAL INDEMNITY:

A. **Mutual Indemnity.** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its 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 the use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon appointment of damages and defense costs, they shall submit apportionment to binding arbitration.

B. **Survival of Indemnity Obligations.** The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

12. TERMINATION:

This Agreement may be terminated by either party upon giving sixty (60) days' written notice of termination. The written notice shall specify the reason for the termination. If this Agreement is terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, and shall refund to the other party any prepaid amounts under sections 4 and 8 on a prorated basis.

13. COMMUNICATION:

Communication between the parties shall be addressed to their regular places of business. For the COUNTY;
ATTN: Whatcom County Parks & Recreation
3373 Mount Baker Highway
Bellingham WA 98226

For the District;
ATTN: Point Roberts Park and Recreation District No. 1
1437 Gulf Road
PO Box 957
Point Roberts, WA 98281

14. SEVERABILITY:

If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications 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.

15. MODIFICATION:

No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, executed by the parties and approved by the COUNTY.

DATED this 25 day of October, 2021

FOR POINT ROBERTS PARK AND RECREATION DISTRICT NO 1

Bennett Blaustein

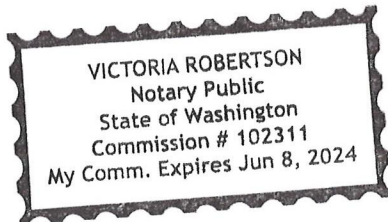
Chairperson

STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

On this 25th day of October, 2021, before me personally appeared Bennett Blaustein to me known to be the Chairperson of the Point Roberts Park And Recreation District No. 1 and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Victoria Robertson

NOTARY PUBLIC in and for the State of Washington residing at

476 Tree Dr. Point Roberts

My commission expires 06-08-2024

FOR WHATCOM COUNTY

Satpal Sidhu

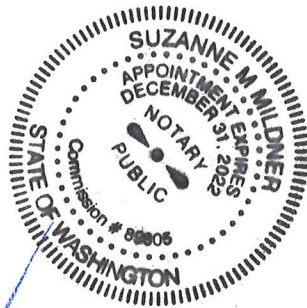
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

On this 10th day of November, 2021, before me personally appeared Satpal Sidhu to me known to be the Whatcom County Executive and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner

NOTARY PUBLIC in and for the State of Washington residing at

Bellingham

My commission expires 12-31-22

[Signature]
Michael McFarlane
Whatcom Parks & Recreation Director

APPROVED AS TO FORM:

Approved by email / B. Waldron
Senior 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 3 2021

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Satpal Sidhu, Executive
FROM: Michael McFarlane, Director 
DATE: October 28, 2021
RE: Point Roberts Senior Activity Program Building Use Agreement

Enclosed is an interlocal agreement with the Point Roberts Park & Recreation District No. 1 for your signature. This five-year agreement is a long-standing arrangement where the County uses space at the District owned Community Center to run Senior Programming.

The District will reimburse the County \$3500 annually to offset the County's costs for the second day of programming. The County will reimburse the District \$1000 annually for the cost of utilities.

If you have any questions, please contact me at ext. 5856

Thank you.