

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF LYNDEN

AND

WHATCOM COUNTY PARKS & RECREATION

THIS AGREEMENT is made and entered into by Whatcom County Parks & Recreation Department (County) and the City of Lynden, Washington (City or Provider) pursuant to the authority granted by chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The County will provide funding to the City to assist with the provision of Senior Services at the Lynden Community Center. This funding is intended to provide on-site staffing to assist with the operation of the Lynden Community Center. Individual/s hired may be employed by the Lynden Council on Aging, a local not-for profit organization that is currently under contract with the City.

2. RESPONSIBILITIES:

WHATCOM COUNTY PARKS & RECREATION RESPONSIBILITIES

The County will provide funding in 2019 and 2020 for the City to contract with the Lynden Council on Aging for provision of staff assigned to the Lynden Community Center. This funding is intended to provide staffing and operational support for Senior Services at the Lynden Senior Center.

CITY OF LYNDEN RESPONSIBILITIES

The City contracts by separate agreement with the Lynden Council on Aging to operate and maintain the Lynden Senior Center and its programs at the Lynden Community Center. "Senior Center management", "Senior Center employees", or "Senior Center staff" referred to herein are employees of the Lynden Council on Aging. The City will utilize the funds provided for in this Agreement to contract with the Lynden Council on Aging to continue to provide Senior Services Monday through Friday of each week from 8:00 a.m. to 4:30 p.m. at the Lynden Community Center, except holidays. At a minimum, the City and/or the Lynden Council on Aging will be expected to provide the following services:

A. Daily On-Site Operations

- B. Assistance to Senior Center management and staff in order to provide a variety of healthy lifestyle programs and activities of interest to older adults
- C. Develop safety policies and monitor procedures
- D. Employee and volunteer opportunities to support Senior Center operations.
- E. Provide progress reports to the County

In addition the City will continue to provide support to the Senior Center including use of the city owned facility located at 401 Grover Street, Lynden, Washington, 98264 and/or continued funding to cover programming and utilities expenses at the facility.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2019 through December 31, 2020.

4. AVAILABLE FUNDING AND MANNER OF FINANCING:

The County will provide a total of \$61,874 for the twelve (12) month period of January 1, 2019 through December 31, 2019, and \$61,874 for the twelve (12) month period of January 1, 2020 through December 31, 2020.

The City shall invoice the County by the last working day of each month during the term of this agreement for services rendered as outlined in Section 2. The County shall reimburse the City for twelve (12) equal payments in 2019 and twelve (12) equal payments in 2020.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordination and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- A. The City of Lynden representative shall be the City Administrator
- B. Whatcom County's representative shall be Shannon Batdorf

- 6. Indemnification by 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. 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 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 Provider's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

7. In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

The City is required to provide proof of insurance for the following minimum coverage:

- 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. Directors and Officers coverage if applicable.
- D. Fraud coverage for employees.

The City waives all rights of Subrogation against the County. The City's insurance is primary and the County's insurance is non-contributory except as required under the terms of Indemnification. The City shall name Whatcom County and its officials, employees, agents, and volunteers as ADDITIONAL INSURED on their insurance policy.

The City, in a written contract with the designated contractor that provides senior services, shall require the designated contractor to indemnify, defend, and hold harmless the County to the same extent as required in this Agreement.

Additionally, the City shall require the designated contractor to carry the insurance of Commercial General Liability per occurrence of \$1,000,000.00 or greater and vehicle insurance of \$1,000,000.00 or greater per occurrence. The Designated contractor's insurance shall name the City and Whatcom County and its officials, employees, agents, and volunteers as ADDITIONAL INSUREDS on the designated contractor's insurance policy. The designated contractor shall provide proof of these insurance requirements by submitting a Certificate of Liability with Endorsements to the City. The contracting organization's insurance shall waive all rights of Subrogation against the County and its insurance shall be primary and the County's insurance shall be non-contributory.

8. TERMINATION:

This Agreement may be terminated by either party upon one-hundred and twenty (120) days written notice, 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.

9. INDEPENDENCE OF PARTIES AND EMPLOYEES:

The CITY shall be deemed to be the sole operator of the Lynden Community Center. All employees and volunteers engaged with or serving in the operation of the Lynden Community Center shall not by this Agreement be construed to be employees, agents or volunteers serving the County.

10. NONDISCRIMINATION:

During the term of the Agreement, the CITY, or designated contractor, 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 CITY'S 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 the COUNTY. The CITY shall, however, be given a reasonable time in which to cure such noncompliance.

11. NEW CONTRACTOR

Nothing herein shall prevent the City from entering into a contract with a different qualified contractor to perform the services described herein by the Lynden Council on Aging, or from performing said services itself.

12. CHANGES, MODIFICATIONS, 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.

13. 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.

14. 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 any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2019.

APPROVED: CITY OF LYNDEN

Dated this 5 day of November, 2018

Scott Korthuis

By: Scott Korthuis, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 5 day of November, 2018, before me personally appeared Scott Korthuis to me known to be the Mayor of the CITY OF LYNDEN 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 5 day of November, 2018.

Pamela D. Brown
NOTARY PUBLIC in and for the State of Washington
Pamela D. Brown
Residing in whatcom county
My Commission expires: 9/4/2024



WHATCOM COUNTY

Jack Louws, County Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this ____ day of _____ 2019, before me personally appeared Jack Louws to me 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.

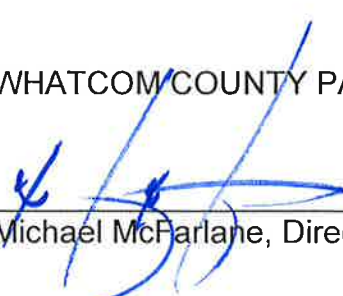
Given under my hand and official seal this ____ day of _____, _____.

NOTARY PUBLIC in and for the State of Washington

Residing in _____

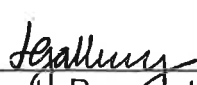
My Commission expires: _____

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT



Michael McFarlane, Director

APPROVED AS TO FORM:



Deputy Prosecuting Attorney