

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**201812033**

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	Senior Services
Contract or Grant Administrator:	Mike 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: \_\_\_\_\_  
 (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 Cost Center: \_\_\_\_\_  
 Yes  No  If yes, RFP and Bid number(s): 11-07 \_\_\_\_\_

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- 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 **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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. 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: This long standing partnership will provide custodial services and supervision of activities that take place at the center outside of the Senior Activity Center 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: January 1, 2017 Expiration Date: December 21, 2018

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 12/11/2018
	2. Attorney signoff: _____	Date: 12/14/18
	3. AS Finance reviewed: <i>Bennett</i>	Date: 12/18/18
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: 12-6-18
	6. Submitted to Exec.: _____ ✓	Date: 12-27-18
	7. Council approved (if necessary): _____ ✓	Date: 1-15-19
	8. Executive signed: _____ ✓	Date: 1-16-19
	9. Original to Council: _____ ✓	Date: 1-25-19

 ORIGINAL

Whatcom County Contract No.

201812033

**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.







RECEIVED

DEC 27 2018

JACK LOUWS  
COUNTY EXECUTIVE

## MEMORANDUM

**TO:** Jack Louws, County Executive

**FROM:** Michael McFarlane, Director 

**DATE:** December 10, 2018

**RE:** Scheduling Agreement – Ferndale Senior Activity Center

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

- **Background and Purpose**  
The renewal of this contract will provide custodial services and supervision for public rentals at the Ferndale Senior Center.
- **Funding Amount and Source**  
In exchange for this service the Jet Oldsters Association of Ferndale will be reimbursed 75% of all receipts, minus County expenses.