WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202209053

Originating Department:	Parks & Recreation		
Division/Program: (i.e. Dept. Division and Program)	803000 Senior Services		
Contract or Grant Administrator:	Bennett Knox		
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 O If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval? Yes • No • Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		
Is this a grant agreement? Yes O No O If yes, grantor agency contract	number(s): CFDA#:		
Is this contract grant funded? Yes O No O If yes, Whatcom County grant contract number(s):			
Is this contract the result of a RFP or Bid process? Yes O No O If yes, RFP and Bid number(s):	Contract Cost Center:		
Is this agreement excluded from E-Verify? No • Yes C	If no, include Attachment D Contractor Declaration form.		
☐ Contract work is for less than \$100,000. ☐ Contract work is for less than 120 days. ☐ Interlocal Agreement (between Governments). Contract Amount:(sum of original contract amount and any prior amendments): \$\text{75\% of facility revenue}\$ \$\text{75\% of facility revenue}\$	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. oval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: ng an option contained in a contract previously approved by the council.		
\$ 2. Contract capital c			
\$ 75% of facility revenue 4. Equipme 5. Contract			
Summary of Scope: developed	or of proprietary software currently used by Whatcom County.		
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: 12/31/2024		
	Date: 9/15/2022 Date: 9/15/2022 Date: 9/15/2022 Date: 9/22/22 Date: Date: 9/27/22 Date: 9/27/22		
7. Council approved (if necessary):8. Executive signed:9. Original to Council:	AB2022-544 Date: 10-11-22 Date: 10-12-22 Date: 10-14-22		
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PUBLIC USE SCHEDULING AGREEMENT FERNDALE SENIOR ACTIVITY CENTER

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 RESPONSIBLITIES

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, 2023 through December 31, 2024.

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:	Mu	
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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.

Commercial General Liability Insurance

Property Damage
General Liability and Bodily Injury
Annual Aggregate

\$500,000 per occurrence \$1,000,000 per occurrence \$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 in 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 by 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. NON-DISCRIMIATION IN EMPLOYMENT

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 (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees

9. NON-DISCRIMIATION IN CLIENT SERVICES

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

10. 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.

11. 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.

12. 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 WHEREOR, the parties have executed this Agreement this $\underline{\mathcal{T}}$ day of $\underline{\mathsf{June}}$, 2022

APPROVED

JET OLDSTERS ASSOCIATION OF FERNDALE

Maryam Whitaker, President Sr. Center phone no:

Personal Contact phone: 300 383 463

STATE OF WASHINGTON)

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COUNTY OF WHATCOM

On this <u>7</u> day of <u>Ture</u>, 2022, before me personally appeared Maryam Whitaker, 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.

Notary Public in and for the State of Washington, residing at Belling how

My Commission expires: 4 27 2026

Satpal Sidhu, County Executive STATE OF WASHINGTON) On this 12 th day of October, 2022 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 12 th day of October 2022 Sugaran M. Modan Notary Publish in and for the State of Washington, Residing in Bellingham My Commission expires: 12-31-22

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT

Bennett Knox, Director

APPROVED AS TO FORM

Approved via amail PW Deputy Prosecuting Attorney

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



Bennett Knox, Director Christ Thomsen, Parks Operations Manager

RECEIVED

MEMORANDUM

SEP 2 8 2022

TO: Satpal Sidhu, County Executive and Members of CouncIVHATCOM COUNTY

EXECUTIVE'S OFFICE

FROM: Bennett Knox, Director of Parks

DATE: September 19, 2022

RE: Scheduling Agreement – Ferndale Senior Activity Center

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

Background and Purpose

This long-standing partnership provides custodial services and supervision for reservations of the facility for private events and activities that take place at the center outside of the Senior Activity Center program and hours.

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.

Changes from Prior Agreement

The current agreement replaces WCC 202011079 which expires at the end of 2022. There are no changes from the prior agreement.