

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE
CITY OF EVERSON AND WHATCOM COUNTY PARKS & RECREATION**

This Agreement made and entered into by WHATCOM COUNTY, a municipal corporation, hereinafter referred to as "COUNTY"; and the CITY OF EVERSON, a municipal corporation, hereinafter referred to as "CITY" pursuant to the authority granted by chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

WHEREAS, CITY owns and maintains the Everson City Hall upon the following described premises, situated in Everson, Whatcom County, Washington, to-wit:

A tract of land situated in the Northeast Quarter of the Northwest Quarter of Section 31, Township 40 North, Range 4 East of W.M., more particularly described as follows:

Beginning at a point 30 feet South and 260 feet West of the quarter corner between Sections 30 and 31, Township 40 North, Range 4 East of W.M.; thence West along the South side of Main Street, 70 feet; thence South parallel to the East line of said Section 31, 100 feet; thence East parallel to the South line of Main Street 70 feet; thence North to the point of beginning;

WHEREAS, the 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 March 19, 1973 through the December 31, 2021 the CITY has licensed the COUNTY for nonexclusive use of a portion of the Everson City Hall as one of its satellite facility Senior Activity Centers;

WHEREAS, the parties have agreed to the extension of their relationship for a period of one (1) year;

NOW THEREFORE the parties hereto agree as follows:

1. **LICENSE GRANTED:** The CITY consents to the use of the large assembly room (aka auditorium), stage and kitchen of the Everson City Hall (the "Facility") as a Senior Activity Center Program during the full term of this Agreement.
2. **TERM:** Agreement shall run for one year from January 1, 2022 to December 31, 2022.
3. **EXTENT OF USE:** The COUNTY'S use of the Facility shall be nonexclusive and limited as provided herein and shall be subject to the rules and regulations regarding the use of the Facility as may be established from time to time by the Everson City Council. The COUNTY further acknowledges that the Facility shall remain available for other public use at scheduled and/or selected times for selected occasions and meetings at reasonable reserved times that may conflict with the COUNTY'S desired use if the COUNTY has not reserved the space in advance and received a confirming reservation letter. The COUNTY shall be responsible for setting up the Facility prior to its use, including setting up tables, chairs and any refreshments. The CITY shall not be required to provide

any services to prepare the Facility for its use by the COUNTY. The COUNTY shall ensure that at the close of each use period the Facility is returned to its original condition and that it is neat, clean, tidy, and secured. The COUNTY shall clean or provide a service for cleaning all bathroom and kitchen facilities after its use of the Facility.

The CITY shall not be responsible to the COUNTY for theft, destruction or damage to tangible personal property on the premises during or between senior citizen activities at the Facility. The COUNTY shall obtain its own casualty insurance covering any tangible personal property of its own or its guests during its use of the Facilities.

- 4. PRIORITY FOR CITY OF EVERSON USE:** Without limiting any right of the CITY, the COUNTY acknowledges that the following are priorities for use of the Facility, and when such activities are scheduled, are as follows:
- a) Regular and special Everson official meetings (e.g. City Council, Planning Agency, etc.);
 - b) Regular and special sessions of Everson Municipal Court; and
 - c) Public shelter during times of emergency declared by the Everson Mayor

Other uses, such as the following, may be scheduled on a first come first serve, space available basis:

- a) Regularly scheduled Everson Senior Center daytime activities;
- b) Reserved evening, weekend or holiday event use by nonprofit organizations
- c) Service clubs (including special Everson Senior Center events); and
- d) Other uses.

Space available is a determination that is made by the CITY in its sole discretion. The COUNTY shall be entitled to no preference for use or reservation of the Facility.

- 5. SCHEDULING OF USERS:** Control of the building and scheduling its use shall remain in the CITY's sole discretion, with specific times to be coordinated through the City Administration. Representatives of Whatcom County's Parks & Recreation Department or Senior Citizens will be accorded fair consideration of any matter they may bring to the City Council's attention, as would be provided to any other citizen or group concerning this Agreement, the rights and privileges hereunder, and the equitable adjustment of any grievances that may arise regarding this Agreement, the facilities, or the condition, use or maintenance thereof, provided that this provision grants the COUNTY no special privileges or rights.
- 6. ALTERATIONS OR IMPROVEMENTS:** The COUNTY shall make no alterations or improvements to the Facility except upon prior approval of Everson's City Council.
- 7. CONSIDERATION:** The COUNTY will pay the CITY the amount of **Five Hundred Dollars (\$500.00)** per year, payable in one lump sum no later than **April 30th** of each year, as its contribution to utilities, plus any clean-up costs or replacement of sundries or supplies necessary as a result of the COUNTY's use, but no rent, licensee fee or other fee, except as

provided for herein. The COUNTY will, to the extent reasonably available within the Parks and Recreation Department, provide assistance with electrical, kitchen appliance and building repairs, and general maintenance, within the Facility.

The COUNTY will also coordinate the collection of an additional Five Hundred (\$500.00) from the Everson Senior Center Group to the CITY as their contribution toward the use of the building, payable by June 30th of each year.

- 8. 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 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 apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

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

Each Party shall immediately notify the other Party of any dangerous structural condition it or its employees or volunteers observes, and shall barricade, closure or other effective means prevent contact by its program staff and participants with the dangerous condition.

- 9. INDEPENDENCE OF PARTIES AND EMPLOYEES:** The CITY and COUNTY shall not be deemed hereby to become joint operators of the Facility. The Everson Senior Activity Center program shall remain the sole activity and responsibility of the COUNTY. All employees and volunteers engaged or serving the COUNTY in the operation of the Everson Senior Activity program shall not by this Agreement or activities or programs contemplated herein be construed to be employees, agents or volunteers serving the CITY.

9.1 The COUNTY shall ensure that all employees and volunteers coming into contact with kitchen equipment, lifting objects, counseling people, providing transportation and/or administering other programs are at all times properly licensed and trained to do so.

- 10. NON-DISCRIMINATION IN EMPLOYEMENT:** During the term of this Agreement, the COUNTY shall 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 COUNTY 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, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the COUNTY is governed by such laws, the COUNTY shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, 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, national origin, and any other applicable protections provided by law.

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.

11. **TERMINATION:** The CITY may rescind, cancel, or terminate this Agreement, in whole or in part, without penalty to Everson upon thirty (30) days' notice to the COUNTY. Without limiting or waiving the foregoing, in the event of the COUNTY'S noncompliance or refusal to comply with any provision, obligation or undertaking contained in this Agreement, CITY may allow COUNTY a reasonable time in which to cure such noncompliance.
12. **AMENDMENT:** This Agreement may be altered, amended, supplemented or terminated at any time by mutual agreement of both parties hereto, but no right or interest herein may be pledged, assigned, or subleased without prior written mutual consent of both parties.
13. **ATTORNEYS' FEES:** If this Agreement should be the subject matter of litigation between the parties, the prevailing party in said litigation shall be entitled to an award of reasonable attorneys' fees, plus court costs.
14. **ADMINISTRATION OF CONTRACTS:** 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 representative shall be _____, designee or successor:
Phone: _____ ; Email: _____
 - b. The COUNTY representative shall be Shannon Batdorf, designee or successor:
Phone: 360-778-5856; Email: sbatdorf@co.whatcom.wa.us

- 15. WAIVER:** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- 16. ENTIRE AGREEMENT:** This document is the complete and exclusive agreement between the parties. It supersedes all oral or written proposals, promises or other communications between the parties regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 12 day of October, 2021.

APPROVED:

CITY OF EVERSON



John Perry, Mayor

Executed as of the date first written above.

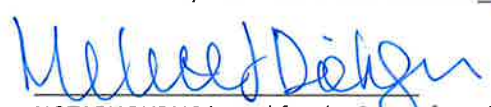
STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 12 day of October, 2021, before me personally appeared John Perry to me known to be MAYOR of CITY OF EVERSON 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 day of October, 2021



NOTARY PUBLIC in and for the State of Washington
Residing in Bellingham.
My Commission expires: 07/16/2022



APPROVED:

WHATCOM COUNTY

Satpal Sidhu, County Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this ____ day of _____, 20__, before me personally appeared Satpal Sidhu 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 _____, 20__.

NOTARY PUBLIC in and for the State of Washington
Residing in Bellingham.
My Commission expires: _____

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT



Michael McFarlane, Director

APPROVED AS TO FORM:

Approved by email / B. Waldron
Deputy Prosecuting Attorney