

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2017-077

<b>CLEARANCES</b>	<b>Initial</b>	<b>Date</b>	<b>Date Received in Council Office</b>	<b>Agenda Date</b>	<b>Assigned to:</b>
Originator:	DKS	01/27/17	<b>RECEIVED</b>  FEB 14 2017 WHATCOM COUNTY COUNCIL	02/21/17	Finance/ Council
Division Head:					
Dept. Head:	WL	2-8-17			
Prosecutor:	Lg	2/10/17			
Purchasing/Budget:	BB	2/10/17			
Executive:	TKS	2/13/17			

**TITLE OF DOCUMENT:** Contract for services with the City of Lynden for staffing and operations of the Lynden Senior Activity Center.

**ATTACHMENTS:**

SEPA review required? ( ) Yes ( X ) NO  
SEPA review completed? ( ) Yes ( ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO  
Requested Date:

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

To allow the County Executive to enter into a contract for services with the City of Lynden to provide staffing and operational support at the Lynden Senior Activity Center.

**COMMITTEE ACTION:****COUNCIL ACTION:**

**Related County Contract #:**  
201501024

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).




## MEMORANDUM

RECEIVED

FEB 13 2017

JACK LOUWS  
COUNTY EXECUTIVE

**TO:** Jack Louws, County Executive

**FROM:** Michael McFarlane, Director 

**DATE:** February 8, 2017

**RE:** Contract for Services – Lynden Senior Activity Center

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Enclosed are two (2) Contract for Services Agreement originals between Whatcom County Parks & Recreation Department and the City of Lynden for your review and signature.

▪ **Background and Purpose**

The renewal of this contract will provide funding to the City of Lynden to staff and operate the Lynden Senior Activity Center. The Scope of Work for this agreement includes coordination of daily on-site operations, programming, enforcing safety procedures, and managing volunteer opportunities.

▪ **Funding Amount and Source**

The contract will be funded by the General Fund in the amount of \$120,144 for 2017 and 2018.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201702009

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	
Contract or Grant Administrator:	Mike McFarlane
Contractor's / Agency Name:	City of Lynden
<p>Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>    If No, include WCC: _____</p> <p style="text-align: right;">(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>    If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>    If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process?    Contract _____</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>    If yes, RFP and Bid number(s): 11-07    Cost Center: 6002</p> <p>Is this agreement excluded from E-Verify?    No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>    If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Professional services agreement for certified/licensed professional.  <input type="checkbox"/> Contract work is for less than \$100,000.  <input type="checkbox"/> Contract work is for less than 120 days.  <input type="checkbox"/> Interlocal Agreement (between Governments). </div> <div style="width: 48%;"> <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).  <input type="checkbox"/> Work related subcontract less than \$25,000.  <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ 120,144</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ 120,144</p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies or equipment included approved in the budget.</li> <li>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.</li> </ol>
<p>Summary of Scope: This contract provides funding for the City of Lynden to staff and operate the Lynden Senior Activity Center. The Scope of Work for this agreement includes coordination of daily on-site operations, programming, enforcing safety procedures, and managing volunteer opportunities.</p>	
Term of Contract: January 1, 2017	Expiration Date: December 31, 2018

Contract Routing:	1. Prepared by: Darla Smith	Date: 02/08/17
	2. Attorney signoff: _____	Date: 2/10/17
	3. AS Finance reviewed: <i>bbennett</i>	Date: 2/13/17
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: 1-17-17
	6. Submitted to Exec.: _____	Date: 2-13-17
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**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 2017 and 2018 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 ("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. 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, 2017 through December 31, 2018.

**4. AVAILABLE FUNDING AND MANNER OF FINANCING:**

The County will provide a total of \$60,072 for the twelve (12) month period of January 1, 2017 through December 31, 2017, and \$60,072 for the twelve (12) month period of January 1, 2018 through December 31, 2018. 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 2017 and twelve (12) equal payments in 2018.

**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 Darla Smith

**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 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;. 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. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. 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.

#### **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 other 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 17 day of January, 2017.

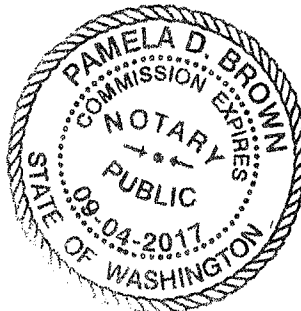
APPROVED:

**CITY OF LYNDEN**

Dated this 17 day of January, 2017

Scott Korthuis

By: Scott Korthuis, Mayor



STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF WHATCOM )

On this 17 day of January, 2017, 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 17 day of January, 2017.

Pamela D. Brown

NOTARY PUBLIC in and for the State of Washington

Residing in Whatcom County  
My Commission expires: 9-4-2017

WHATCOM COUNTY

\_\_\_\_\_  
Jack Louws, County Executive

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 \_\_\_\_\_, 2017

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

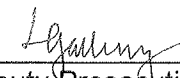
Residing in \_\_\_\_\_

My Commission expires: \_\_\_\_\_

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT

  
\_\_\_\_\_  
Michael McFarlane, Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney