

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Leslie Locke, Deputy Clerk of the Board

DATE: February 7, 2011

SUBJECT: AGREEMENT (2) re: 2011 Community Services Grant Funding; 1)
Jefferson County Fair Association; 2) Olympic Community Action
Programs

STATEMENT OF ISSUE:

This agreement provides grant funding for 2011 to certain non-profit agencies for the provision of various community services to the citizens of Jefferson County. This funding has been budgeted from the general fund.

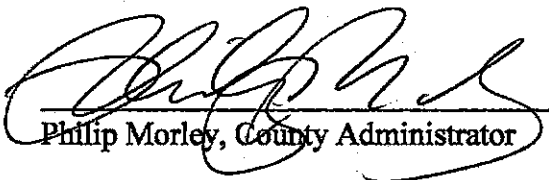
FISCAL IMPACT:

Jefferson County Fair Association: \$4,500
Olympic Community Action Program: \$126,500.00

RECOMMENDATION:

Approve and sign the agreements.

REVIEWED BY:


Philip Morley, County Administrator

2/3/11
Date

AGREEMENT
By and Between
THE JEFFERSON COUNTY FAIR ASSOCIATION
And
JEFFERSON COUNTY
For Community Services Grant Funding 2011

Purpose: The purpose of this Community Services Grant is to ensure the continued availability, use and maintenance of the Jefferson County Fair Grounds and to ensure said facility is available to the general public and for the event informally known as the "County Fair".

Parties: The JEFFERSON COUNTY FAIR ASSOCIATION, hereinafter known as "ASSOCIATION", a private non-profit corporation, and is provided by funds allocated by JEFFERSON COUNTY, hereinafter known as "COUNTY", a Washington municipal corporation.

Whereas, on June 12, 2000 the ASSOCIATION and the COUNTY executed a memorandum of understanding outlining mutual obligations whereby the ASSOCIATION agreed to operate and maintain the Jefferson County Fair Grounds, and organize and operate the Jefferson County Fair; and

Whereas, the COUNTY wishes to support the ASSOCIATION'S responsibilities for the Fair Grounds and the County Fair;

Now, Therefore, the ASSOCIATION and COUNTY agree as follows:

SECTION 1. – RESPONSIBILITIES OF THE ASSOCIATION

- A. Operate the Jefferson County Fair Grounds and all the buildings and facilities located there. Operate, as used in this MOU, shall be defined to include, but not be limited to, the scheduling and renting of all buildings and facilities, contracting with vendors, booth operators, security forces, local law enforcement agencies, ticket takers, ride operators and the like.
- B. Organize, operate and supervise a recurring event to be commonly known as the "County Fair", including, but not limited to, contracting with vendors, booth operators, security forces, local law enforcement agencies, ticket takers, ride operators and the like.
- C. Maintain the real property known commonly as the Jefferson County Fair Grounds and all the buildings and facilities located there. Maintenance shall include, but not be limited to, routine maintenance activities that are intended to keep the facilities and buildings in good repair, appearance, and working order. The ASSOCIATION shall provide materials and labor for these routine maintenance activities.

- D. Employ such persons as may be necessary. In doing so, the ASSOCIATION shall comply with all State and Federal Laws and regulations dealing with employee and contracted service. The ASSOCIATION shall be responsible for its internal payroll accounting, including, but not limited to, withholding, where applicable, of federal, state and local taxes.
- E. Manage the risks and hazards associated with events and activities at the Fair Grounds in a manner satisfactory to the COUNTY and the Washington Counties Risk Pool. The ASSOCIATION shall specifically manage for risks associated with the use and maintenance of the facilities, including but not limited to participation agreements for all events utilizing fair ground facilities for which a fee is charged, and the identification and mitigation of building and facility hazards.

SECTION 2 – RESPONSIBILITIES OF THE COUNTY

- A. Risk Management services including walk-through of facilities, and assistance in the review of contracts, operating procedures, cash handling procedures and the like.
- B. Assist the ASSOCIATION in attaining appropriate liability and other insurance coverage.
- C. Provide the services of the offices of the Jefferson County Treasurer and Auditor, but only to the extent said offices provide services to junior taxing districts within Jefferson County.

SECTION 3 - COMMUNITY SERVICES GRANT

- A. The COUNTY will provide the ASSOCIATION grant funds to be used in support of their responsibilities as defined under this agreement.
- B. Said grant is in the sum of \$4,500 for 2011. The ASSOCIATION will receive a lump sum payment, payable upon execution of this agreement.

SECTION 4: GRANT FUNDS:

- A. Said grant funds may not be utilized for any other expenses other than those related to carrying out the responsibilities outlined in Section 1.

SECTION 5: TERM

This Agreement shall be for a term of one year, commencing on January 1, 2011 and ending December 31, 2011.

SECTION 6: ASSIGNMENT

Either party to the agreement shall not assign this Agreement, except by signed amendment.

SECTION 7: MODIFICATION

This Agreement may be modified during the term of the agreement by mutual agreement of the parties and appended in writing to the Agreement.

SECTION 8: HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the ASSOCIATION's own risk and ASSOCIATION expressly agrees to hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage, including reasonable costs of defense that they may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs or judgments against the COUNTY which result from, arise out of, or are in any way connected with the services to be performed by the ASSOCIATION under this Agreement.

SECTION 9: INSURANCE

The ASSOCIATION shall obtain and keep in force during the term of the contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

1. Worker's Compensation and Employer's Liability insurance as required by the State of Washington.
2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 per occurrence in connection with the ASSOCIATION's performance of the contract.
 - a. Owned Automobiles;
 - b. Hired Automobiles, and;
 - c. Non-owned Automobiles
3. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and a aggregate of not less than two (2) times the occurrence amount (\$1,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverages:
 - a. Broad Form Property Damage, with no employee exclusion;
 - b. Personal Injury Liability, including extended bodily injury;

- c. Broad Form Contractual/Commercial Liability - including: completed operations;
- d. Premises - Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the COUNTY of any cancellation or reduction of coverage

SECTION 10: INDEPENDENT CONTRACTOR

The ASSOCIATION and the COUNTY agree that the ASSOCIATION is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the ASSOCIATION nor any employee of the ASSOCIATION shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the ASSOCIATION, or any employee of the ASSOCIATION.

APPROVED and signed this _____ day of _____, _____.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

Chairman

Approved as to Form:

JEFFERSON COUNTY FAIR ASSOCIATION

David Alvarez 1/18/2011

David Alvarez, Deputy
Prosecuting Attorney

William McJannet

Authorized Official

AGREEMENT
By and Between
OLYMPIC COMMUNITY ACTION PROGRAMS, OlyCAP
And
JEFFERSON COUNTY
For Community Services Grant Funding, 2011

Purpose: The purpose of this Community Services Grant is to promote community-based services for the benefit of Jefferson County residents.

Parties: This grant is to assist Olympic Community Action Programs, hereinafter known as "OLYCAP," a private, non-profit corporation in the State of Washington, and is provided by funds allocated by Jefferson County, hereinafter known as "COUNTY," a municipal corporation.

SECTION 1: SERVICES TO BE PERFORMED BY OLYCAP

OLYCAP shall use its capacities to continue to operate the TRI-AREA, QUILCENE and BRINNON COMMUNITY CENTERS, the operation and management of which includes the following tasks:

- A. Provide daily operation of the Centers including scheduling of events, program planning and activities.
- B. Purchase of necessary operating supplies and payments of telephone service charges.
- C. Provide assistance to the senior population in meeting basic life-sustaining and social needs.
- D. Be a conduit and referral center for senior citizens to gain access to local, state and federal programs.
- E. Schedule use of the Centers by community groups and organizations. In addition, should a for-profit or not-for-profit entity, business, firm or agency (collectively a "lessee") seek exclusive use (based upon delineated and agreed upon hours and days of the week for said exclusive use) of a portion of a County owned community center for more than 80 hours per month in two or more months during any calendar year, then the lessee shall be required to enter into a written lease with Jefferson County to govern the terms and obligations of said exclusive use, naming OlyCAP as a third party beneficiary for an appropriate portion of the lease payment. Jefferson County will comply with all laws regulating the lease of public property.

- F. General landscaping and grounds maintenance.
- G. Electrical power.
- H. Garbage pick-up, disposal and janitorial service.
- I. Routine custodial functions including but not limited to restrooms, floor care, room set up and minor emergency plumbing such as plugged or overflowing toilets. To ensure quality of care, the Board shall receive guidance from the Jefferson County Facilities Division as outlined in Attachment A.
- J. Purchase and replace interior light bulbs and fluorescent lamps as part of the operating supplies referred to in paragraph B above. Brand and style of lamps are to be approved by Jefferson County Facilities Division. All used fluorescent tubes shall be boxed and returned to Jefferson County Facilities Division for disposal.
- K. Appointment of local advisory boards.
- L. Work cooperatively with the American Red Cross and Jefferson County Department of Emergency Management in the event of an emergency to provide the use of the county owned facilities as mass care shelters.

SECTION 2 REPORTING/NOTIFICATION RESPONSIBILITIES OF OLYCAP

- A. Provide to the COUNTY at least quarterly a report of Center use, services, programs and activities of each Center-based program, a report of the costs (including operating and cleaning supplies) and all revenues from rentals or lease agreements of the Centers, and a billing for quarterly payment through the Community Services Grant.
- B. Notify the COUNTY of changes in the use that may significantly impact normal wear and tear of a Community Center.
- C. All OlyCAP financial and program records with respect to any matters covered by this Agreement shall be made available to the County at any time during normal business hours to allow the County to verify quarterly reports and to inspect, audit and make copies of any relevant data.

SECTION 3: RESPONSIBILITIES OF JEFFERSON COUNTY

- A. The COUNTY will provide OlyCAP with a grant to meet the purpose and for services performed under this agreement.
- B. The grant shall be in the total sum of \$126,500 for calendar year 2011. Grant payments shall be made monthly. Said monthly payments are predicated on the County's receipt of quarterly reports as described in Section 2.

SECTION 4. RENTAL AND LEASE INCOME

OlyCAP will retain all income derived from the rental or lease of the Community Centers in order to support the costs of its responsibilities as described in this Agreement, except as provided in Section 1.E.

SECTION 5: TERM

This agreement shall be for a term of one year, commencing on January 1, 2011 and ending December 31, 2011, unless renewed by mutual agreement of the parties.

SECTION 6: ASSIGNMENT

Either party to the agreement shall not assign this Agreement, except by signed amendment.

SECTION 7: MODIFICATION

This Agreement may be modified during the term of the agreement by mutual agreement of the parties and appended in writing to the Agreement.

SECTION 8: TERMINATION

The Agreement may be terminated, upon thirty (30) days written notice for any material breach of any of the terms of the agreement by either party. After receipt of notice, and before termination, the party in default may cure the defect, in which case the agreement shall continue in force for the full term. The COUNTY shall be refunded a pro-rated share of the agreed funding upon termination based upon the balance of time remaining in the term unless otherwise negotiated.

SECTION 9: AGREEMENT TO COMPLY WITH APPLICABLE LAWS

OLYCAP shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

SECTION 10: HOLD HARMLESS

OLYCAP shall indemnify and hold the COUNTY, and its officers, employees and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from OLYCAP's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require

OLYCAP to indemnify the COUNTY against and hold harmless the COUNTY from claims, demands or suits based solely upon the conduct of the COUNTY, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) OLYCAP's agents or employees; and (b) the COUNTY, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the COUNTY of defending such claims and suits, etc., shall be valid and enforceable only to the extent of OLYCAP's negligence, or the negligence of OLYCAP's agents or employees.

OLYCAP specifically assumes potential liability for actions brought against the COUNTY by OLYCAP's employees, including all other persons engaged in the performance of any work or service required of the OLYCAP under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. OLYCAP recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.25.115 and was subject of mutual negotiation.

SECTION 11: INDEPENDENT CONTRACTOR

OLYCAP and the COUNTY agree that OLYCAP is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither OLYCAP nor any employee of OLYCAP shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to OLYCAP, or any employee of OLYCAP.

SECTION 12: INSURANCE

OLYCAP shall obtain and keep in force during the term of the contract, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

1. Worker's Compensation and Employer's Liability insurance as required by the State of Washington.
2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 per occurrence in connection with OLYCAP's performance of the contract.
 - a. Owned Automobiles;
 - b. Hired Automobiles; and

c. Non-owned Automobiles.

3. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$1,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverages:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including: completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Said general liability policy shall name the County as an additional insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County. Certificates of coverage as required by this section shall be delivered to the County within thirty (30) days of execution of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2011.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Clerk of the Board

John Austin, Chair
Date Signed: _____

Approved as to Form:

**Olympic Community Action Programs,
OLYCAP**

David Alvarez 2/3/11

David Alvarez, Deputy
Prosecuting Attorney

T. Hock

Authorized Official
Date Signed: 2/3/11

ATTACHMENT A

Custodial Duties

- Daily:** Clean and sanitize restrooms
Empty trash cans
- Bi-Weekly:** Vacuum all carpets
- Tri-Weekly:** Sweep and mop all hard floors
- Quarterly:** Assist county staff with heavy maintenance of all floors.
- Annually:** Wash windows
Wipe down all doors and woodwork
- Other:** Set-up rooms as directed by building manager