

**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:** March 21, 2011

**SUBJECT:** AGREEMENT re: 2011 Community Services Grant Funding; In the Amount of \$12,500.00; Port Townsend Senior Association

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**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:**

Port Townsend Senior Association: \$12,500

**RECOMMENDATION:**

Approve and sign the agreements.

**REVIEWED BY:**

  
Philip Morley, County Administrator

  
Date

**AGREEMENT**  
**By and Between**  
**THE PORT TOWNSEND SENIOR ASSOCIATION**  
**And**  
**JEFFERSON COUNTY**  
**For Community Services Grant Funding, 2011**

**Purpose:** The purpose of this Community Services Grant is to ensure the continued availability and use of the Port Townsend Community Center for the general public and to ensure said facility provides a focal point to address the needs of the senior population in Port Townsend.

**Parties:** This grant is to benefit the senior population of the Port Townsend area as represented by the PORT TOWNSEND SENIOR ASSOCIATION, hereinafter known as "SENIORS", a private non-profit corporation, and is provided funds allocated by Jefferson County, hereinafter know as "COUNTY", a municipal corporation.

**SECTION 1: SERVICES TO BE PERFORMED**

The SENIORS agree to perform the following services to benefit the senior population in the Port Townsend area:

- A. Provide assistance to the senior population in meeting basic life sustaining and social needs.
- B. Be a conduit and referral center for senior citizens to gain access to local, state, and federal programs.
- C. Organize programs and activities to benefit the senior population.
- D. Provide daily operation of the Community Center including scheduling of events, program planning, activities, and building security.
- E. Schedule use of the Community Center by community groups and organizations.
- F. In administering E., above, should a for-profit or not-for-profit entity, business, firm or agency (collectively a "lessee") seek from the Seniors 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, and if Seniors propose to grant such use, 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 Seniors as a third party beneficiary for an appropriate portion of the net lease payment after expenses, consistent with Section 6 of this Agreement. Jefferson County will consult with

Seniors in developing the terms of the lease and will comply with all laws regulating the lease of public property. Should Seniors reject a proposed lessee, then they shall so inform the County in writing explaining why they made such a decision. The County reserves the right to negotiate with the Seniors regarding the suitability of a proposed lessee who has been rejected by the Seniors.

- G. Purchase of necessary operating supplies including but not limited to desks, tables, chairs, office supplies and payment of telephone services charges. Cleaning and operating supplies shall be approved by Jefferson County Facilities Division.
- H. Provide and manage the daily custodial functions of the main floor of the Port Townsend Community Center, 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, guidance shall be received from Jefferson County Facilities Division as outlined in Attachment A.
- I. Purchase and replace interior light bulbs and fluorescent lamps as part of the operating supplies referred to in Subsection G., 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.
- J. 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 facility as a mass care shelter.

## **SECTION 2: REPORTING RESPONSIBILITIES OF THE PORT TOWNSEND SENIOR ASSOCIATION**

- A. Provide to the COUNTY at least quarterly a report of Center use, services, programs and activities, and a report of the costs (including operating and cleaning supplies) and all revenues from rentals or lease agreements of the Community Center.
- B. Notify the COUNTY of changes in the use that may significantly impact water consumption, sewage disposal, electrical consumption and/or normal wear and tear of the Community Center.
- C. All SENIORS 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: RESPONSIBILITY OF JEFFERSON COUNTY**

Assure that the Port Townsend Community Center is available for use by the senior population, including financial responsibility for the following:

- A. Utilities (electrical power and water)

- B. Garbage Pick-up and Disposal
- C. Maintenance and repair of real property (building, parking lot, water, and sewer) including but not limited to plumbing, kitchen equipment, floor repair, and exterior lighting.
- D. Heating Fuel

#### **SECTION 4: COMMUNITY SERVICES GRANT**

- A. The COUNTY will provide the SENIORS a Community Services Grant to be used in support of their responsibilities as defined under this agreement.
- B. The Community Services Grant will be for a total of \$12,500 for 2011. The grant will be broken into Senior Programs and Building Maintenance as outlined below.
  - 1. The Senior Program grant is in the sum of \$9,250 for 2011. Quarterly payments of \$2,312.50 will be made, beginning with the first quarter of 2011.
  - 2. The Building Maintenance grant is in the sum of \$3,250 for 2011. Quarterly payments of \$812.50 will be made, beginning with the first quarter of 2011.
- C. Quarterly payments are predicated on quarterly reports defined in Section 2. The COUNTY will make payment on the first available billing cycle of the quarter.

#### **SECTION 5: SENIOR NUTRITION PROGRAM**

Activities under this agreement shall include support of the Senior Nutrition Programs with use of the Kitchen at no additional cost to the SENIORS or organization providing the Senior Nutrition Program, except such organization may be required to pay direct costs for use of the Kitchen, including but not limited to utilities used and a prorated share of maintenance, replacement or depreciation of Kitchen equipment.

#### **SECTION 6: EXCESS RENTAL AND LEASE INCOME**

- A. SENIORS will retain all income derived from the rental or lease of the Community Center in order to support the costs of its responsibilities as described in this Agreement, except as provided in Section 1.F. and in Section 6.B. and 6.C.
- B. If the income derived from lease after expenses or rental of the Community Center exceeds the Community Services Grant as outlined in section 4, item b, which is an amount of twelve thousand five hundred dollars and no cents (\$12,500) in calendar year 2011, then the excess revenues will be split with the SENIORS receiving 50% and the COUNTY receiving 50%.

- C. Payment by the SENIORS to the COUNTY of the COUNTY's portion of the excess revenues will be made in the first quarter of the year following the year the excess occurred.

#### **SECTION 7: TERM OF AGREEMENT**

This agreement shall commence on January 1, 2011 and end December 31, 2011, unless renewed by mutual agreement of the parties, except that any excess rental income to be shared with the COUNTY for the year 2011 shall be calculated and paid to the COUNTY during the first quarter of 2012.

#### **SECTION 8: ASSIGNMENT**

Either party to the agreement shall not assign this agreement without the written consent of the other party.

#### **SECTION 9: 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 10: AGREEMENT TO COMPLY WITH APPLICABLE LAWS**

The SENIORS 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 the venue shall be in Jefferson County, WA.

#### **SECTION 10: HOLD HARMLESS**

The SENIORS 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 the SENIORS' negligence or breach of an of its obligations under this agreement; provided that nothing herein shall require the SENIORS 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) the SENIORS' 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 the SENIORS' negligence, or the negligence of the SENIORS' agents or employees.

The SENIORS specifically assumes potential liability for actions brought against the COUNTY by the SENIORS' employees, including all other persons engaged in the performance of any work or service required of the SENIORS 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. The SENIORS recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

**SECTION 11: INDEPENDENT CONTRACTOR**

The SENIORS and the COUNTY agree that the SENIORS are 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 SENIORS nor any employee of the SENIORS 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 SENIORS, or any employee of the SENIORS.

**SECTION 12: INSURANCE**

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

Worker's Compensation and Employer's Liability insurance as may be required by the State of Washington.

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

**Jefferson County Board of Commissioners**

**Port Townsend Senior Association**

\_\_\_\_\_  
John Austin, Chair

W. Dengler  
WILLIAM F. DENGLER, President

Date Signed: \_\_\_\_\_

Date Signed: March 17, 2011

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clerk of the Board

David Alvarez 3/17/2011  
David Alvarez Date  
Deputy Prosecuting Attorney

**ATTACHMENT A**

**CUSTODIAL DUTIES**

**At the Port Townsend Community Center  
Required by the 2011 Community Services Grant Contract  
With the Port Townsend Senior Association**

- 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