

**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 28, 2011

SUBJECT: AGREEMENT re: 2011 Community Services Grant Funding; Gardiner
Community Center

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.

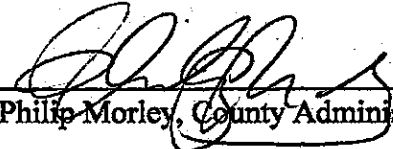
FISCAL IMPACT:

Gardiner Community Center: \$2,850, included in budget, financed
in part by Prop 1 Sales Tax revenue.

RECOMMENDATION:

Approve and sign the agreements.

REVIEWED BY:


Philip Morley, County Administrator

3/23/11
Date

AGREEMENT
By and Between
GARDINER COMMUNITY CENTER BOARD
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 Gardiner Community Center and to ensure that said facility continues to provide a focal point to address the needs of the population in the Gardiner and surrounding community.

Parties: This grant is to benefit the population of Gardiner and the surrounding area as represented by the Gardiner Community Center Board, hereinafter known as "BOARD". The grant is provided by funds allocated by Jefferson County, hereinafter known as "COUNTY", a municipal corporation.

Section 1 Services to be performed by the Board

The BOARD agrees to perform or oversee the following services to benefit the population in the Gardiner and surrounding community:

- A. Oversee programs and activities to benefit the general population.
- B. Oversee the routine operation of the Community Center, including scheduling of events, program planning, activities and building security.
- C. Scheduling use of the Community Center 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 BOARD 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.
- D. Purchase of necessary operating supplies including but not limited to desks, tables, chairs, and office supplies. Cleaning and operating supplies shall be approved by Jefferson County Facilities Division.
- E. 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.

- F. Routine grounds maintenance, limited to mowing, watering and weeding.
- G. Purchase and replace interior light bulbs and fluorescent lamps as part of the operating supplies referred to in paragraph D 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.
- H. Water and telephone service charges.
- I. 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/Notification Responsibilities of the Board

- 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 BOARD 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

The COUNTY agrees to assure the Gardiner Community Center is available for use by the community, including financial responsibility for the following:

- A. Maintenance and repair of real property (building, parking lot, water and septic systems) including, but not limited, to plumbing, kitchen equipment, floor repair and exterior lighting.
- B. Electrical power.
- C. Garbage pick-up and disposal.
- D. Audit financial records of the BOARD.
- E. Maintenance of appropriate property insurance including scope and level of coverage and liability insurance for the County-approved Board members while acting within the scope of their responsibilities.

Section 4 Community Services Grant

- A. The COUNTY will provide the BOARD a Community Services Grant to be used in support of their responsibilities as defined under this Agreement.
- B. Said grant is in the sum of two thousand eight hundred and fifty dollars (\$2,850). Annual payment will be made the first quarter of 2011, based on the County's quarterly billing cycle.
- C. Payment is predicated on quarterly reports defined in Section 2.

Section 5 Rental and Lease Income

The Board 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.C.

Section 6 Contract Term and Renewal

This Agreement shall commence on January 1, 2011 and end December 31, 2011 unless renewed by mutual agreement of the parties. The parties agree to meet at least 90 days prior to the expiration date for purposes of discussing the renewal of this Agreement and any possible amendments hereto.

Section 7 Assignment

Neither party to the Agreement may assign the Agreement, except by signed amendment.

Section 8 Modification

This Agreement may be modified during the term of the Agreement by mutual written agreement of the parties and any such modification shall be appended to this Agreement.

Section 9 Agreement to Comply with Applicable Laws

The BOARD 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 Independent Contractor

BOARD and COUNTY agree that the BOARD 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 BOARD nor any employee of the BOARD, should the BOARD choose to retain an employee during the term of this Agreement, 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 BOARD, or any employee of the BOARD.

Section 11 Hold Harmless

The BOARD 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 BOARD's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require the BOARD 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 BOARD'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 the BOARD'S negligence, or the negligence of the BOARD'S agents or employees.

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

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

GARDINER COMMUNITY CENTER BOARD

By its president:


President

Date Signed: 3/17/2011

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

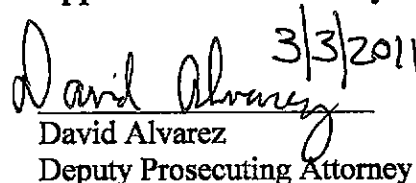
John Austin, Chair

Date Signed: _____

ATTEST

Clerk of the Board

Approved as to form only:

 3/3/2011
David Alvarez
Deputy Prosecuting Attorney

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