

**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: April 15, 2013

SUBJECT: AGREEMENT re: 2013 Community Services Grant Funding; In the Amount of \$2,850; Gardiner Community Center

STATEMENT OF ISSUE:

This agreement provides grant funding for 2013 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.

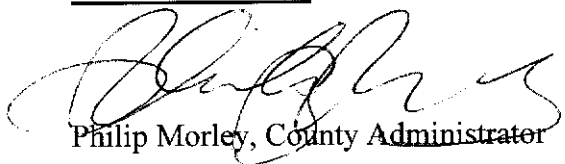
FISCAL IMPACT:

Gardiner Community Center: \$2,850

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Philip Morley, County Administrator

4/16/13

Date

AGREEMENT
By and Between
GARDINER COMMUNITY CENTER BOARD
And
JEFFERSON COUNTY
For Community Services Grant Funding 2013

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 assist the Gardiner Community Center Board, hereinafter known as "BOARD," for the purposes provided herein, with funds allocated by Jefferson County, hereinafter known as "COUNTY," a municipal corporation.

SECTION 1: SERVICES TO BE PERFORMED BY THE BOARD

- A. The BOARD agrees to perform or oversee the following services to benefit the population in the Gardiner and surrounding community:
1. Oversee the routine operation of the Community Center, including scheduling of events, program planning, activities, and building security.
 2. Oversee programs and activities to benefit the general population.
 3. Schedule use of the Community Center by community groups and organizations.
 - a. 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 consult with the Board in developing terms of the lease and will comply with all laws regulating the lease of public property.
 4. Purchase of necessary operating supplies including but not limited to desks, tables, chairs, and office supplies. Cleaning and facility operating supplies shall be approved by Jefferson County Facilities Division.
 5. Purchase and replace interior light bulbs and fluorescent lamps as part of the operating supplies referred to in paragraph 4, 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.

6. Provide and manage 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.
7. Provide routine grounds maintenance, limited to mowing, operating and maintaining the irrigation system, and weeding.
8. Pay water, telephone, garbage and electrical service charges.
9. 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.

B. Reporting/Notification Responsibilities of the Board:

1. Provide to the COUNTY at least quarterly a statistical report of Center use, services, programs and activities, and a report of the costs (including but not limited to utility, and operating and cleaning supplies costs), as well as a report of all revenues from rentals or lease agreements of the Community Center.
2. 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.
3. 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 2: RESPONSIBILITIES OF JEFFERSON COUNTY

- A. The COUNTY agrees to assure the Gardiner Community Center is available for use by the community, including financial responsibility for the following:
 1. 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.
 2. Audit financial records of the BOARD.
 3. 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.
- B. The COUNTY will provide the BOARD a Community Services Grant to be used in support of their responsibilities as defined under this Agreement.

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 2013, based on the County's quarterly billing cycle.

Payment is predicated on quarterly reports defined in Section 2.

SECTION 4: 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 Subsection 1.A.3.

SECTION 3: TERM

This Agreement shall be for a term of one year, commencing on January 1, 2013 and end December 31, 2013 unless renewed by mutual agreement of the parties.

SECTION 5: ASSIGNMENT

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

SECTION 6: 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 7: 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 8: 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of March, 2013.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Raina Randall
Deputy Clerk of the Board

John Austin, Chair

Date

Approved as to Form:

3/6/13

David Alvarez
David Alvarez
Deputy Prosecuting Attorney

GARDINER COMMUNITY CENTER BOARD

Suzanne Render 3/17/2013
SUZANNE RENDER
President

Date

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
- Annually:** Wash windows
Wipe down all doors and woodwork
Assist county staff with heavy maintenance of all floors.
- Other:** Set-up rooms as directed by building manager