

**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: January 6, 2014

SUBJECT: AGREEMENT re: 2014 Community Services Grant Funding; In the Amount of \$127,300; Olympic Community Action Programs (OlyCAP)

STATEMENT OF ISSUE:

This agreement provides grant funding for 2014 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:

Olympic Community Action Programs (OlyCAP): \$127,300

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Philip Morley, County Administrator


Date

AGREEMENT
By and Between
OLYMPIC COMMUNITY ACTION PROGRAMS, OlyCAP
And
JEFFERSON COUNTY
For Community Services Grant Funding, 2014

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, 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 OLYCAP

- A. OLYCAP shall use its capacities to continue to operate the TRI-AREA, QUILCENE and BRINNON COMMUNITY CENTERS which includes:
1. Provide daily operation of the Centers including scheduling of events, program planning and activities, and building security.
 2. Provide assistance to the senior population in meeting basic life-sustaining and social needs.
 3. Be a conduit and referral center for senior citizens to gain access to local, state and federal programs.
 4. Schedule use of the Centers 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 OlyCAP as a third party beneficiary for an appropriate portion of the lease payment. Jefferson County will consult with OlyCAP in developing the terms of the lease and will comply with all laws regulating the lease of public property.
 5. Purchase of necessary operating supplies. Cleaning and facility operating supplies shall be approved by Jefferson County Facilities Division.

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6. Purchase and replace interior light bulbs and fluorescent lamps as part of the operating supplies referred to in paragraph 5 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.
7. 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, OlyCAP shall receive guidance from the Jefferson County Facilities Division as outlined in Attachment A.
8. Provide general landscaping and grounds maintenance.
9. Pay utility service charges, which may include but are not limited to telephone, garbage, water and electrical services.
10. Appoint local advisory boards, one for each community center.
11. 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.

B. Reporting/Notification Responsibilities of OlyCAP.

1. Provide to the COUNTY a quarterly statistical report of Center use, services, programs and activities of each Center-based program, a report of Center 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 Centers, and a billing for monthly payment through the Community Services Grant.
2. Notify the COUNTY of changes in the use that may significantly impact normal wear and tear of a Community Center.
3. 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 2: 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 \$127,300 for calendar year 2014. Grant payments shall be made monthly. Payments are predicated on quarterly reports defined in Subsection 1.B.

SECTION 3: TERM

This Agreement shall be for a term of one year, commencing on January 1, 2014 and ending December 31, 2014.

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 Subsection 1.A.4.

SECTION 5: ASSIGNMENT

Either party to the Agreement shall not assign this 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

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 9: 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 OLYCAP under this Agreement and, solely for the purpose of this indemnification and defense, OLYCAP 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 4.24.115 and was subject of mutual negotiation.

SECTION 10: 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 11: 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, including:
 - 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 coverage:

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- 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.
4. Said commercial automobile liability policy and general commercial liability policy shall name the County as an additional insured and shall include a provision prohibiting cancellation or reduction of coverage 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
 5. The County may, upon the Contractor’s failure to comply with any or all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
 6. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.
 7. All insurance policies obtained by OlyCAP in order to comply with this Section shall be primary and non-contributory as against any policy of insurance or joint self-insurance obtained and retained by the County through a Ch. 48.62 RCW “Risk Pool.”
 8. It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
 9. The insurance maintained by OLYCAP under this Agreement shall not in any manner limit or qualify the liabilities or obligations of OLYCAP under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this day of
, 2014.

Attest:

Carolyn Avery,
Deputy Clerk of the Board

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Chairman

Approved as to Form:
David Alvarez 12/12/13
David Alvarez
Deputy Prosecuting Attorney

Olympic Community Action Programs, OLYCAP

Authorized Official

Date



12/16/13

Geoff Clum

EXECUTIVE
DIRECTOR

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