

LYNDEN SENIOR CENTER MANAGEMENT AGREEMENT

THIS LYNDEN SENIOR CENTER MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 (“Effective Date”), by and between the CITY OF LYNDEN, a Washington municipal corporation (“City”), and the LYNDEN COMMUNITY/SENIOR CENTER, a Washington nonprofit corporation. The City of Lynden and the Lynden Community / Senior Center may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, in the early 1970s, the City, Whatcom County Parks and Recreation, and the Lynden Council on Aging partnered to open a senior center in Lynden (“Lynden Senior Center”); and

WHEREAS, since that time, the Lynden Senior Center has provided a range of services, including communal meals, to older adults in the broader Lynden community; and

WHEREAS, for the first four decades of its existence, the Lynden Senior Center was operated by the Lynden Council on Aging, a municipal entity; and

WHEREAS, in 1991, the Lynden Senior Center relocated to a building owned by the City at 401 Grover Street in Lynden (“401 Grover Street Building”), where it continues to be located today; and

WHEREAS, in 2010, operation of the Lynden Senior Center was transferred to the Lynden Community/Senior Center, a 501(c)3 nonprofit organization; and

WHEREAS, since 2010, the Lynden Community/Senior Center has continued operating the meal program, social programs, and fitness programs at the 401 Grover Street Building; and

WHEREAS, pursuant to an Interlocal Agreement between the City and Whatcom County Parks and Recreation (Whatcom County Contract No. 202209050) (“Interlocal Agreement”), the County provides funding to the City to assist with the provision of senior services at the Lynden Senior Center; and

WHEREAS, the Interlocal Agreement references the Lynden Senior Center being operated by the Lynden Council on Aging; and

WHEREAS, section 12 of the Interlocal Agreement allows the City to enter into a contract with a different qualified contractor other than the Lynden Council on Aging to operate the Lynden Senior Center; and

WHEREAS, the Parties wish to (1) recognize that, since 2010, the Lynden Community/Senior Center has replaced the Lynden Council on Aging as the qualified contractor operating the Lynden Senior Center, and (2) memorialize the Parties’ agreement regarding the terms and conditions associated with the Lynden Community/Senior Center’s management of the Lynden Senior Center and use of the 401

Grover Street Building; and

WHEREAS, the foregoing recitals are a material part of this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions herein, the Parties hereby agree as follows:

1. **Designation of Lynden Community/Senior Center as Qualified Contractor.** The Lynden Community/Senior Center agrees to (1) operate the Lynden Senior Center pursuant to the terms of this Agreement, and (2) serve as and fulfill all the responsibilities of the “qualified contractor” under the Interlocal Agreement.

2. **Responsibilities of Lynden Community/Senior Center.** The Lynden Community/Senior Center shall (1) ensure the Lynden Senior Center is open Monday through Friday of each week from 8:00 a.m. to 4:00 p.m. (excluding holidays), (2) operate the Lynden Senior Center’s meal program, and (3) provide a variety of healthy lifestyle programs of interest to older adults. The Lynden Community/Senior Center will also be responsible for daily on-site operations, development of safety policies and monitoring procedures, and providing volunteer opportunities. In addition, the Lynden Community/Senior Center shall assist the City with providing the following to Whatcom County Parks and Recreation, as required by the Interlocal Agreement: (1) progress reports, and (2) invoices for services rendered.

3. **Responsibilities of the City of Lynden.** The City shall provide the Lynden Community/Senior Center the funding received from Whatcom County Parks & Recreation pursuant to the Interlocal Agreement designated to assist with the provision of senior services at the Lynden Senior Center.

4. **Lease of 401 Grover Street Building.** Concurrently with executing this Agreement, the Parties are executing a lease agreement governing the Lynden Community/Senior Center’s use of the 401 Grover Street Building (“Lease”).

5. **Term.** This Agreement shall commence on the Effective Date.

6. **Termination.**

A. Automatic Termination: This Agreement shall automatically terminate upon the expiration of the Lease or the termination of the Lease by either Party.

B. Termination by City: In the event that the Lynden Community/Senior Center (1) fails to fulfil the responsibilities listed in Section 2 above, (2) loses its status as a nonprofit organization, (3) fails to maintain the insurance coverage required under Section 9 below, or (4) otherwise materially breaches this Agreement, the City may immediately terminate this agreement for cause by providing written notice of termination to the Lynden Community/Senior Center. Furthermore, in the event the Interlocal Agreement is terminated by either the City or Whatcom County Parks and Recreation, the City shall have the option of terminating this Agreement upon 30 days written notice to the Lynden Community/Senior Center.

7. **Notice.** Any notice, declaration, demand, or communication to be given by one Party to the other pursuant to this Agreement shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the Parties designated below. Notices sent via first-class mail shall be deemed effective two (2) business days after they are postmarked. The Parties may, from time to time, advise the other party of new addresses for such notices, demands, or correspondence.

To Lynden Community/Senior Center:

Lynden Community/Senior Center
Attn: Executive Director
401 Grover Street
Lynden, WA 98264

To City of Lynden:

City of Lynden
Attn: City Administrator
300 Fourth Street
Lynden, WA 98264

8. **Indemnification.** The Lynden Community/Senior Center shall fully indemnify and hold both (1) the City, and (2) the Whatcom County Parks and Recreation Department harmless from any claims, losses, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of the operation of the Lynden Community/Senior Center by an employee, volunteer, invitee, licensee, agent, contractor, or subcontractor of the Lynden Community/Senior Center or by any other person doing business with the Lynden Community/Senior Center.

9. **Insurance.** The Lynden Community/Senior Center shall maintain, at its own expense, (1) a Commercial General Liability insurance policy of \$2,000,000.00 or greater per occurrence and \$4,000,000.00 aggregate, and (2) vehicle insurance of \$2,000,000.00 or greater per occurrence and \$4,000,000.00 aggregate. Said insurance policies shall name both (1) the City, and (2) the Whatcom County Parks and Recreation Department, and their officials, employees, agents, and volunteers, as additional insureds. Such policies shall also waive all rights of Subrogation against the City and its insurance, as well as against Whatcom County Parks and Recreation and its insurance.

The Lynden Community/Senior Center shall timely provide the City with proof of such coverage. In addition, should the Lynden Community/Senior Center be notified or have reason to expect a termination or cancellation action by its insurance company, the Lynden Community/Senior Center will provide the City with at least thirty (30) days advance written notice. Any reduction or cancellation in the coverage or limits shown here, or any failure to provide proof of the required insurance or to timely provide the notice required herein shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the City pursuant to Section 6(B)) above.

10. **Independence of Parties and Employees.** The Lynden Community/Senior Center shall be deemed to be the sole operator of the Lynden Senior Center. All employees and volunteers engaged with or serving in the operation of the Lynden Senior Center shall not be construed to be employees, agents, or volunteers of either the City or Whatcom County Parks and Recreation.

11. **Non-Discrimination In Employment.** The Lynden Community/Senior Center shall comply with all laws prohibiting discrimination against any employee or applicant

for employment on the basis of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

12. Non-Discrimination In Client Services. The Lynden Community/Senior Center shall not discriminate in providing services or meeting any of its responsibilities identified in Section 2 above on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status. Furthermore, the Lynden Community/Senior Center shall not deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to the receipt of any service, services, or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

13. Nonwaiver of Breach. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

14. Compliance with Applicable Laws and Regulations. The Lynden Community/Senior Center shall at all times exercise its rights herein in accordance with the requirements (as from time-to-time amended) of all applicable laws, statutes, orders, rules, and regulations of any public authority having jurisdiction.

15. Applicable Law, Construction, & Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statute governing the subject matter hereof, such law or statute shall be controlling only to the extent of such conflict. The venue for any action brought to interpret or enforce any provision of this Agreement shall be Whatcom County Superior Court.

16. All Remedies at Law and Equity Available. In the event of a breach of this Agreement, all remedies in law and equity shall be available to the Parties, including the remedy of specific performance.

17. Expenses and Attorney's Fees. The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses from the other Party.

18. Severability. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Entire Agreement. This Agreement and the Lease constitute the entire agreement between the Parties as to the matters contained herein. There are no other

representations, warranties, covenants, agreements, collateral agreements, or other conditions affecting this Agreement other than those set forth herein. No oral or written statements made by either Party prior to or following execution of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

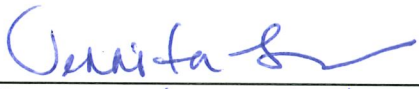
20. Modification Must Be In Writing. This Agreement may not be modified except by written agreement of the Parties.

21. Number/Gender/Headings. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All paragraph headings and/or captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Lynden Community/Senior Center

City of Lynden

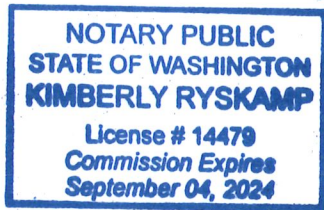

By: Jennifer Lautenbaeh
Its: Executive Director

Scott Korthuis
Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 11th day of March, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JENNIFER LAUTENBACH, the Exec. Director of the Lynden Community/Senior Center, a Washington nonprofit corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Kimberly Ryskamp
Print Name: KIMBERLY RYSKAMP
Notary Public in and for the State of Washington
Residing at: Lynden Wa
My commission expires: Sept 4, 2024

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ___ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the CITY OF LYNDEN, a Washington municipal corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Print Name: _____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____