

**Agreement KC-299-20**

This Agreement is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County); and Bainbridge Island Metropolitan Park and Recreation District, a municipal corporation, located at 7666 NE High School Road, Bainbridge Island, WA 98110 (Subcontractor), for the implementation of the Hippocampe wheelchair project for Kitsap County.

**SECTION 1. EFFECTIVE DATE OF AGREEMENT**

The Agreement will become effective on September 1, 2020 and stay in effect until terminated by either party. Notwithstanding the foregoing, in no event will the Agreement become effective unless and until it is approved and executed by the Kitsap County Board of County Commissioners or the Kitsap County Administrator.

**SECTION 2. SERVICES TO BE PROVIDED**

- 2.1 A description of the services to be performed by the Subcontractor is set forth in Attachment B: Statement of Work, which is attached to the agreement.
- 2.2 The Subcontractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the County.
- 2.3 The Subcontractor will perform the work specified in the agreement according to standard industry practice.
- 2.4 The Subcontractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Subcontractor will confer with the County from time to time during the progress of the work. The Subcontractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

**SECTION 3. CONTRACT REPRESENTATIVES**

The County and the Subcontractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows.

**County's Contract Representative**

Hannah Shockley  
Kitsap County Department of Human Services  
614 Division Street MS-23, Port Orchard, WA 98366  
(360) 337-360-3530 x 3530

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**Subcontractor's Contract Representative**

Bryan Garoutte  
Rec Division Superintendent

(360) 842-2306 X 124; and

Nick Prevo  
Outdoor Program Manager  
(206) 842-2306 x 115

Bainbridge Island Metropolitan Park and Recreation District  
7666 NE High School Road, Bainbridge Island, WA 98110

#### **SECTION 4. AMENDMENTS AND CHANGES IN WORK**

- 4.1** In the event of any errors or omissions by the Subcontractor in the performance of any work required under the Agreement, the Subcontractor will make all necessary corrections without additional compensation. All work submitted by the Subcontractor will be certified and checked by the Subcontractor for errors and omissions. The Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 4.2** In order to be effective, any amendment or modification must be in writing, be signed by both parties, and be attached to the Agreement. Work under an amendment or modification may not commence until the amendment or modification has been approved by the County and has become effective.
- 4.3** Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of the Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside the control of either party.

#### **SECTION 5. HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the performance of the Agreement, whether such claims arise from the acts, errors or omissions of Subcontractor, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable, except to the extent the claim was caused by the negligence or willful misconduct of the County and/or its elected officials, officer or employees. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Subcontractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Subcontractor's officers, employees or agents. For the purposes of this indemnification provision, Subcontractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually

negotiated by the parties. This indemnification provision shall survive the expiration or termination of the Agreement.

## **SECTION 6. INSURANCE**

### **6.1 Workers' Compensation and Employer Liability.**

The Subcontractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division.

### **6.2 Commercial General Liability.**

The Subcontractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Agreement and be no less than \$2 million. The Subcontractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Agreement.

### **6.3 Automobile Liability**

The Subcontractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Subcontractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Subcontractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Agreement and the certificates of insurance must evidence that these conditions have been met. If the Subcontractor will use non-owned vehicles in performance of the Agreement, the coverage will include owned, hired and non-owned automobiles.

### **6.4 Miscellaneous Insurance Provisions**

- a. The Subcontractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- b. The Subcontractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.
- c. The insurance limits mandated for any insurance coverage required by the Agreement are not intended to be an indication of exposure, nor are they limitations on indemnification.
- d. The Subcontractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration.

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If the Subcontractor's liability coverage is written as claims-made-policy, then the Subcontractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

## **6.5 Verification of Coverage and Acceptability of Insurers.**

- a. The Subcontractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- b. The Subcontractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section before work under this Agreement shall commence. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- c. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- d. The Subcontractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Subcontractor is currently paying workers' compensation.
- e. Evidence of such insurance, as required above, shall be provided to the County at the following address:  
  
Hannah Shockley  
Program, Kitsap County Department of Human Services  
614 Division Street, MS-23  
Port Orchard, WA 98366  
  
Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.
- f. Written notice of cancellation or change will be mailed to the County Human Services Department as provided above.
- g. The Subcontractor or its broker will provide a copy of all insurance policies specified in the Agreement upon request of the Kitsap County Risk Manager.

## **SECTION 7. TERMINATION**

- 7.1 Either party may terminate the Agreement in whole or in part upon 10 days' written notice whenever the party determines, in its sole discretion, that such termination is in the best interests of the party. Upon termination, the County will pay the Subcontractor for all costs incurred by the Subcontractor in performing the Agreement up to the date of such notice, subject to the other provisions of the Agreement.

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**7.2** If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the County may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Subcontractor. No costs incurred after the effective date of termination will be paid.

## **SECTION 8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

**8.1** The Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of the Subcontractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.

**8.2** The Subcontractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Subcontractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.

## **SECTION 9. INDEPENDENT CONTRACTOR**

**9.1** The Subcontractor's services will be furnished by the Subcontractor as an independent contractor and not as an employee, agent or servant of the County. The Subcontractor will perform the services in strict accordance with the provisions of the Agreement, but will be free from control or direction over the performance of the services.

**9.2** The Subcontractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Subcontractor is conducting.

**9.3** In the event that any of the Subcontractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this Agreement or indicates that they are unfit to provide those services as set forth within, the Subcontractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.

**9.4** The Subcontractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

## **SECTION 10. COMPLIANCE WITH LAWS**

**10.1** The Subcontractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Agreement on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.

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- 10.2** The Subcontractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.
- 10.3** The Subcontractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Agreement.

## **SECTION 11. DOCUMENTATION AND OWNERSHIP OF MATERIALS**

- 11.1** The Subcontractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Agreement, and to keep on record all source documents, such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
- 11.2** The Subcontractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Agreement specifically designated for such purposes. Ownership of equipment purchased with funds under this Subcontract so designated for purchase shall rest in the County and such equipment shall be so identified.
- 11.3** The Subcontractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Agreement, including state grants, fees, donations, federal funds and other funds outlined in this Agreement, or any amendments or modifications to this Agreement. Expenditure of all funds payable under this Agreement must be in accordance with the attached Statement of Work.
- 11.4** All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 11.5** All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Subcontractor in connection with the work provided for under this Agreement shall vest in the County and such materials will be provided to the County upon request.
- 11.6** An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

## **SECTION 12. PATENT/COPYRIGHT INFRINGEMENT**

The Subcontractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Subcontractor infringes any patent or copyright. The Subcontractor will be notified promptly in writing by the County of any notice of such claim.

### **SECTION 13. DISPUTES**

Differences, disputes and disagreements between the Subcontractor and the County arising under or out of the Agreement will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Subcontractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

### **SECTION 14. CONFIDENTIALITY**

The Subcontractor and its agents and employees will maintain the confidentiality of all information provided by the County or acquired by the Subcontractor in performance of the Agreement, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Subcontractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

### **SECTION 15. CHOICE OF LAW, JURISDICTION AND VENUE**

- 15.1** The Agreement will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Agreement will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 15.2** Any action at law, suit in equity or other judicial proceeding arising under or out of the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

### **SECTION 16. MISCELLANEOUS**

- 16.1 Authority.** The Subcontractor certifies that it has the legal authority to apply for the funds covered under this Contract.
- 16.2 No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time.
- 16.3 Remedies.** All remedies provided for in this Agreement will be construed as cumulative and will be in addition to any other remedies provided by law.
- 16.4 Tax Payments.** The Subcontractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 16.5 Conflict of Interest.** The Subcontractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Subcontractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

- 16.6 Personnel Removal.** The Subcontractor agrees to remove immediately any of its employees, agents or representative from assignment to perform services under the Agreement upon receipt of a written request to do so from the County's contract representative or designee.
- 16.7 Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Subcontractor relating to the performance of the Agreement. The Subcontractor will retain for audit purposes all Contract/Agreement-related records for at least six (6) years after termination of the Contract/Agreement.
- 16.8 Publication.** The Subcontractor will not publish any results of the works performed under this Agreement without the advance written permission of the County.
- 16.9 County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Subcontractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, except those deemed confidential by law.
- 16.10 Successors and Assigns.** The County, to the extent permitted by law, and the Subcontractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Agreement and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Agreement.
- 16.11 Severability.** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 16.12 Suspension, Debarment, and Lobbying.** The Subcontractor shall certify, on a separate form (Attachment D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Subcontractor, on a separate form (Attachment E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Agreement.
- 16.13 Attachments.** The parties acknowledge that the following attachments, which are attached to this Agreement, are expressly incorporated by this reference:
- Attachment A – Special Terms and Conditions
  - Attachment B – Statement of Work
  - Attachment C – Budget N/A
  - Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - Attachment E – Certification Regarding Lobbying
  - Attachment F – Gearbank Rental Contract



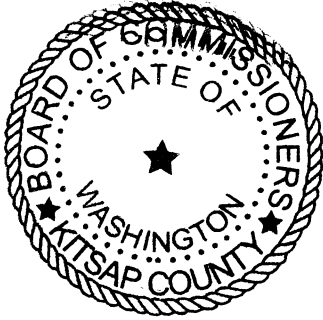
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In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work.

- 16.14 Whole Agreement.** The parties acknowledge that the Agreement is the complete expression of their agreement regarding the subject matter of the Agreement. Any oral or written representations or understandings not incorporated in the Agreement are specifically excluded.
- 16.15 Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives' provision of the Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 16.16 Hippocampe** means an all-terrain beach wheelchair composed of stainless materials. Made in France, with a tube frame that is made of treated seawater aluminum and is covered by a comfortable colored cladding which avoids sun and cold burns. The axles and half-axles of wheels are made of stainless steel. Dual wheels are without ball-bearings, which avoids the jamming to oxidize.

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Subject to Section 1 above, this contract is effective September 1, 2020

DATED this 23 day of NOVEMBER, 2020.



**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

  
CHARLOTTE GARRIDO, Chair

  
ROBERT GELDER, Commissioner

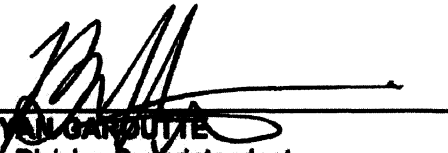
  
EDWARD E. WOLFE, Commissioner

TEST:  
  
Dana Daniels, Clerk of the Board

**SUBCONTRACTOR**

**BAINBRIDGE ISLAND METROPOLITAN  
PARK AND RECREATION DISTRICT**

**Date:** November 2, 2020

By:   
BRYAN GARBUTE  
Rec Division Superintendent  
Bainbridge Island Metro Park and  
Recreation

**ATTACHMENT A: SPECIAL TERMS AND CONDITIONS**

With the passing of the Accessible Communities Act, the Legislature found that Washington State residents with disabilities continue to face barriers that could be easily eliminated. Through this legislation, counties can form county Accessible Community Advisory Committees and develop projects in their communities that will increase the disability awareness and accessibility of their county. Once these projects are developed and approved by the Governor's Committee on Disability Issues and Employment (GCDE), counties can receive funds to carry out these projects.

This Agreement is for the appropriation of two Hippocampe Beach and All-Terrain wheelchairs valued at \$ 9878.00 for the purpose of augmenting state funding with the goal of reducing and eliminating barriers for residents with disabilities.

The wheelchairs must be used solely for the purpose of providing persons with disabilities access to use, free of charge following gear rental guidelines as outlined in Attachment F.

Kitsap County Emergency Management and or other Emergency Personnel will have access and priority to utilize the chair for emergency purposes.

This project will provide residents of Kitsap County only, the use of the Hippocame chairs as defined in the gear banks rental agreement.

**ATTACHMENT B: STATEMENT OF WORK**

The project will be implemented by The Bainbridge Island Metropolitan Park & Recreation District, in accordance with their lending agreements for use of equipment, with the exception that no rental fees will be charged as this is not permitted. Subcontractor may secure deposits and uphold loaner's responsibility for timely returns, and may charge administrative fees for late cancellations.

Subcontractor will participate in the Evaluation Plan for Hippocampe chairs project. The emphasis will be on capturing data at regular intervals that can be used to determine whether the Hippocampe chairs project meet expectations and to determine validity of future expansion of the program . Some common measures will be identified that will be reported on. These identified measures may be adjusted following the execution of the Agreement. Evaluation efforts must include standardized data collection and reporting processes that produce the following types of information:

- Monthly participants
- Level of interest, reservations vs actual check out
- Contact information of participants
- Fees incurred by participants

Data will be collected to monitor the following goals and objectives identified by the County:

Goals:

Objective #1: The Hippocampe chairs will be available at no cost to the community

Objective #2: The chairs will be available to emergency personnel in the event of need

Subcontractor will provide a Quarterly Report to the Kitsap County Department of Human Services by April 30, July 31, and October 31, 2021, for the start and consecutive years following until terminated, which reports will detail progress made on program outcomes during the quarter.

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**ATTACHMENT C: BUDGET SUMMARY**

Not applicable.

**ATTACHMENT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

**Primary Covered Transactions 45 CFR 76**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrants they have authority to execute this Certification.

**SUBCONTRACTOR:**

Name: Bryan Garaujk

Title: Rec Division Superintendent

DATE: 11/2/2020

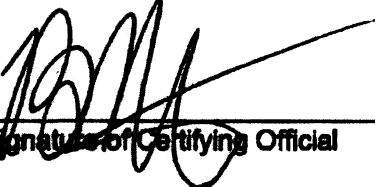
**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subcontractor Organization: Bainbridge Island Metropolitan Park and Recreation District

  
\_\_\_\_\_  
Signature of Certifying Official

11/2/2020  
Date



# Gearbank Rental Contract

## Rental Agreement:

1. All renters must have a valid form of identification (driver's license or passport).
2. All reservations must be paid in full at time of reservation.
3. Equipment is rented in "AS IS" condition and renter is responsible for inspecting the equipment prior to accepting it. Renter must check equipment to ensure it is in good working order and all the pieces are present. Renter must report and document any damages or issues they find with the equipment before departing the Gearbank.
4. The renter is responsible for the full replacement cost if gear is stolen or lost.
5. The renter is responsible for any additional costs if gear is returned damaged, dirty, wet, or after the return date/time. The amount will be determined by the District in its sole discretion and may be deducted from the damage deposit.
6. Equipment is due back on the date and time stated below. Late fees will be equal to the rate for an additional rental period – determined in one week blocks - for the equipment being rented and will continue to accrue for successive rental periods without limit until the equipment is returned.
7. A refundable damage deposit for each item – amount will vary depending on item's replacement cost - will be charged to the renter's household account. Once equipment passes return inspection –in working order, clean, dry, and returned on time - the deposit will be refunded.
8. The District reserves the right to pursue criminal and/or civil remedies if equipment is not returned.
9. The District reserves the right in its sole discretion to refuse to rent equipment to anyone.
10. All rentals are subject to the "Gearbank Refunds & Cancellations".

## Gearbank Refunds & Cancellations

- Refunds will be in the form of a credit to renter's household account unless a check is requested.
- Rentals canceled by the District will receive a full refund.
- No refunds are provided for gear that is not picked up, or gear that is rented but not used.
- Cancellation requests made 7 days or more before the rental begin date will receive a full refund, minus a \$10 administrative fee
- Cancellation requests made less than 7 days before the rental begin date will not receive a refund unless a doctor's note is provided, in which event a refund will be granted but a \$10 administrative fee will be assessed.
- Cancellation requests made after the rental end date will not receive a refund even with a doctor's note.

I have read, understand, and agree to the above Rental Contract. In consideration for rental of the equipment, I hereby agree to (i) waive and forever release the Bainbridge Island Metropolitan Park & Recreation District and its employees, agents and volunteers (collectively "the District") from any and all claims (including those for bodily injury) arising out of or relating in any way whatsoever to my use of the rental equipment, (ii) limit the District's liability to the applicable limit of the District's applicable insurance policy if the foregoing waiver and release is deemed unenforceable and (iii) defend, indemnify and hold the District harmless from and against any and all claims (including those for bodily injury), losses, damages, liabilities and expenses (including attorney fees) arising out of or relating in any way to my use of the rental equipment. I certify that I am 18 years of age or older and that if I am signing on behalf of an organization, I am authorized to sign on its behalf.

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Rental begin date and time:** \_\_\_\_\_ **Agreed upon rental return date and time:** \_\_\_\_\_

## **STAFF ONLY**

- Add rental items into renter's household account. Charge for damage deposit.
- Attach copy of renter's driver's license or passport to this form.

**Print Staff Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Rental customer       Program participant       BIMPRD Employee       Other \_\_\_\_\_