

Department of Human Services

Doug Washburn Director

KITSAP COUNTY DEPARTMENT OF HUMAN SERVICES

Richard VanCleave Deputy Director Phone: 360-337-4839

Hannah Shockley, Office Supervisor 507 Austin Drive 614 Division Street, MS-23 Port Orchard, WA 98366 Phone: 360.337.7185 Fax: 360.337.5721

Developmental Disabilities Kelly Oneal, Coordinator Phone: 360.337.4624

Behavioral Health Stephanie Lewis, Administrator Phone: 360.337.4886

Mental Health/Chemical Dependency/Therapeutic Court Gay Neal, Coordinator Phone: 360.337.4827

Substance Abuse Prevention/ Treatment and Youth Services Laura Hyde, Coordinator Phone: 360.337.4879 Substance Abuse Prevention Deanne Jackson, Prevention Coalition Coordinator Phone: 360.337.4878

Aging & Long-Term Care/Senior information & Assistance

Givens Community Center 1026 Sidney Avenue, Suite 105 614 Division Street, MS-5 Port Orchard, WA 98366 Phone: 360.337.7068 1.800.562.6418 Fax: 360.337.5746 Stacey Smith, Administrator Phone: 360.337.5624

Community Development Block Grant Norm Dicks Government Center 345 6th Street, Suite 400 Bremerton, WA 98337 Fax: 360.337.4609 Bonnie Tufts, Coordinator Phone: 360.337.4606 Housing and Homelessness Kirsten Jewell, Coordinator Phone: 360.337.7286

Kitsap Recovery Center Outpatient Services: 1026 Sidney Road Port Orchard, WA 98366

Inpatient and Detox Services: 661 Taylor Street Port Orchard, WA 98366 Fax: 360.377.7027 Keith Winfield, Clinical Manager Phone: 360.337.4625

Workforce Development 1300 Sylvan Way Bremerton, WA 98310 Elizabeth Court, Director, OWDA Phone: 360.337.4767

Veterans Assistance Andrew Sargent, Coordinator Phone: 360.337,4811 April 9, 2020

Attn: Charles Kraining Seabeck Conference Center 13395 Lagoon Dr NW Seabeck, WA 98380-9583 Chuck@seabeck.org

Facility-Use Supplemental Letter Agreement and FEMA Terms

Dear Chuck:

Our thanks to you and the Seabeck Conference Center for your wonderful cooperation in assisting Kitsap County (the County) in setting up arrangements at the Seabeck Conference Center (the Center) for the voluntary quarantine of individuals who may have been exposed to the SARS-CqV-2 virus, which causes coronavirus disease 2019 (COVID-19).

We are writing to supplement the terms of the Camp's Usage Agreement based on this special arrangement. These additional points apply to our arrangement:

- In lieu of the Center's usual fees, the County will pay the following compensation for the arrangement:
 - \$2000.00 per day (up to 20 people) is the minimum fee for 20 with exclusive use of site;
 - Rate is for individual housing in Huckleberry and Salai,
 - Each additional guest above 20 for weekly rate for housing - \$700.00
- Center staff will provide the following services at no additional charge 21 meals/week, snacks, coffee/tea, linens, provide dietary accommodations for food allergies, vegetarian/vegan, dairy-free and gluten-free.
- During the time the arrangement is in effect, the Center will be used exclusively for this purpose and no other rental or other outside use of the Center will be permitted.
- Each party agrees to take sole responsibility for the personal health and safety of its own personnel (and, in the case of the County, for the individuals in quarantine), including following all recommendations of public health authorities with respect



to the coronavirus and COVID-19.

- The arrangement will continue indefinitely but may be terminated at any time for any reason by either party upon providing at least 14 calendar days advance written notice to the other party.
- At the conclusion of arrangement, the County agrees to pay all reasonable and actual costs of rendering the premises reasonably free of the coronavirus in the manner recommended by public health authorities. In the event that this cannot be accomplished promptly upon conclusion of the arrangement, the parties agree to negotiate in good faith on the payment of additional compensation to the Center for any delay in its ability to resume normal operations and rentals at the Center.

Each signer below attests that he or she has the authority to enter into this agreement and and that the parties intend this agreement to be legally binding to the fullest extent permitted by law.

0/90/20

Sincerely yours,

KITSAP COUNTY

Doug Washburn, director

Kitsap County Department of Human Services

ACKNOWLEDGED AND AGREED:

Seabeck Conference Center

Printed Name: Chules Kranging

Title: Executive Director Date: 4/10/2020

CONTRACT AMENDMENT

This amendment (this "Amendment") to the Use Agreement dated March 21, 2020 (the "Contract") is entered into between Kitsap County (the "County") and Seabeck Conference Center (the "Contractor"), effective as of the original date of the Contract.

WHEREAS, on February 29, 2020, the Washington State Governor issued a proclamation of emergency in response to the number of cases of COVID-19 in Washington State; and

WHEREAS, on March 8, 2020, the Director of the Kitsap County Department of Emergency Management issued a proclamation of emergency in response to the cases of COVID-19 identified in Kitsap County, which was adopted by resolution of the Kitsap County Board of Commissioners on March 9, 2020; and

WHEREAS, as the County continues to respond to proclamations issued by the Governor related to the COVID-19 pandemic and provide emergency protective measures to first responders and the community at the direction and guidance of public health, available resources are quickly diminishing; and

WHEREAS, the County is seeking to amend the Contract to comply with FEMA contract requirements in an effort to obtain the financial resources necessary to continue to receive the resources/services as identified in the Contract in response to the pandemic;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree that the Contract is hereby amended as follows:

- 1. <u>Addendum: FEMA Contract Provisions</u>. The Addendum set forth below is incorporated into the Contract in full by this reference.
- 2. <u>Authority to Sign</u>. The signatories to this Amendment represent and warrant that they have been appropriately authorized to enter into this Amendment on behalf of the party for whom they sign, and that no further action or approvals are necessary before execution of this Amendment.
- 3. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 4. <u>Terms Unchanged</u>. Except as expressly provided in this Amendment, all other terms and conditions of the Contract, and any other amendments, addenda, or modifications thereto, remain in full force and effect.

COUNTY

By.

Doug Washburn, director

Kitsap County Department of Human

Services

Date Signed:

CONTRACTOR

Signature

Printed Name:

Title: Executive Div

Date Signed: 411/7

ADDENDUM: FEMA CONTRACT PROVISIONS

To the extent applicable, the following provisions apply to the Contract:

- 1. PURPOSE. The parties are entering into the Contract for emergency protective measures at the direction and/or guidance of public health officials in response to COVID-19.
- 2. REMEDIES. All administrative, contractual, or other legal remedies available by law, including sanctions and penalties, are available to the parties in the event of a breach of contract.
- 3. TERMINATION FOR CAUSE OR CONVENIENCE. The Contract may be terminated by the County with or without cause upon ten (10) days prior notice to the other party.
- 4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of the Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - b. Such action shall include, but not be limited to the following:
 - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund

occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVIS-BACON ACT. All transactions regarding the Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 31413144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

6. COPELAND ANTI-KICKBACK ACT.

<u>Contractor</u>. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the Contract.

<u>Subcontracts</u>. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

<u>Breach</u>. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1. Overtime Requirements. As required by 29 C.F.R. § 5.5(b), no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar

day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3. Withholding for Unpaid Wages and Liquidated Damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. <u>Subcontracts</u>. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- **8. RIGHTS TO INVENTIONS.** All materials produced under the Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the County.

9. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

<u>Federal Water Pollution Control Act</u>. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. DEBARMENT AND SUSPENSION

If the Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 11. PROCUREMENT OF RECOVERED MATERIALS. In the performance of the Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired i) competitively within a timeframe providing for compliance with the contract performance schedule; ii) meeting contract performance requirements; or ii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.govismm/comprehensive-procurement-guideline-cpg-program.. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 12. ACCESS TO RECORDS. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions, to the extent allowed by law. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in the Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 13. CONTRACT AMENDMENTS. The Contract may only be amended upon the mutual written agreement of the parties.

- **14. DHS SEAL, LOGO, AND FLAGS.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 16. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.
- 18. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

<u>Required Certification.</u> If applicable, contractors must sign and submit to the non-federal entity the following certification.

<u>APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING</u> Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Charles Kraupy Exa. Dr.

Name and Title of Authorized Official

Date



Kitsap County

13395 Lagoon Dr NW • Seabeck, WA 98380-9583 • (360) 830-5010 • (360) 830-5504 Fax • seabeck@seabeck.org

USE AGREEMENT

THIS AGREEMENT, between SEABECK CONFERENCE CENTER ("SEABECK") and Kitsap County, hereinafter referred to as the GROUP, concerning the <u>Community Support</u> to be held at SEABECK from Monday, March 23 to Saturday, April 22, 2020.

1. LICENSE. It is agreed that:

Group: Kitsap County (Government)			Conference Days: N/A		
Arrival: Monday, March 23, 2020 Departure: Saturday, April 22, 2020		ck-In: 8:00 AM*(or later)	First Meal: Dinner Last Meal: Lunch		
		ck-Out: 8:00 AM*(or earlier)			
Full Time Attendees: 20	Part Time	Part Time Attendees: N/A			
Accommodations: Huckleberry, Sal	lal				
Meeting Room(s): N/A					
Full Time Rate (per person): \$20	000.00 per day (u	up to 20 people)	Annual Control of the		
Part Time Rate (per person): N/A					
Single Occupancy Rate (per per	rson): N/A				
Day Use Rate: N/A	Extra I	Extra Meals: Breakfast: \$8.00 Lunch: \$10.00 Dinner: \$12.00			
Deposit: waived	Depos	Deposit & Signed Agreement Due Date: N/A			
Declaration Due: N/A	Agree	Agreement is voidable if not returned by due date with deposit.			
Notes: N/A	100				

- * Early arrivals and/or late departures are subject to an additional \$2.00 charge.
- ** A conference day consists of three meals and overnight. Conference days consist of full time and part time, age 3+.
- 2. RATES. Rates are based on two or more persons occupying rooms that accommodate more than one person. There is an additional charge per day for single occupancy of multiple occupancy rooms.
- 3. USE OF SEABECK GROUNDS. SEABECK hereby grants to the GROUP a limited and revocable license to use the designated areas of SEABECK CONFERENCE CENTER. This license permits the GROUP to use the designated areas of SEABECK CONFERENCE CENTER only for the purposes set forth in this AGREEMENT. SEABECK will provide the GROUP lodging and family style meals, all necessary bedding, towels, washcloths, and soap, meeting space, and use of the SEABECK grounds and recreational facilities. The GROUP assumes responsibility for damage done to SEABECK property beyond normal wear and tear on the part of those attending the conference or event.
- 4. PAYMENT OF BALANCE OWING. All sums owing are payable by the GROUP at checkout time of the final day of the GROUP'Ss tay. A single payment from the GROUP is required. SEABECK will have the right to collect interest at the rate of 1% per month on any unpaid balance that remains after thirty (30) days of the due date. The prevailing party shall be entitled to collect all reasonable attorney's fees and costs in the event that this matter is referred to an attorney for collection.
- 5. NON-PROFIT STATUS. By signing this AGREEMENT the GROUP attests that it meets all requirements for usage of SEABECK CONFERENCE CENTER, and it is organized with the appropriate IRS Section 501c3 tax status and that its purpose is basically religious, spiritual, inspirational, educational, or character building.
- 6. POLICIES AND PROCEDURES. By signing this AGREEMENT the GROUP attests that it has read the SEABECK CONFERENCE CENTER Policies and Procedures, and agrees to abide by these policies and procedures while at SEABECK. A copy of these policies and procedures is included with this AGREEMENT.
- 7. INTEGRATED AGREEMENT. Changes may not be made to any provision of this AGREEMENT without mutual agreement with SEABECK. Contact the SEABECK office if there are any questions or if you want to make any changes to this AGREEMENT.

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- 8. BINDING AUTHORITY. The undersigned represents and warrants that he or she has the full right and authority to execute this AGREEMENT on behalf of the GROUP and to bind the GROUP hereto.
- 9. INDEMNIFICATION. The GROUP hereby indemnifies and holds harmless SEABECK, and its employees, agents, and officers from any and all damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person caused by the GROUP'S use of the SEABECK CONFERENCE CENTER. The GROUP shall immediately notify SEABECK of any damage or injury of which it has knowledge in, to, or near the SEABECK CONFERENCE CENTER, regardless of the cause of such damage or injury.
- 10. COMPLIANCE WITH LAWS. The GROUP shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the SEABECK CONFERENCE CENTER according to the permitted uses in a lawful manner. The GROUP shall not use the SEABECK CONFERENCE CENTER in any manner that would violate any local, state or federal laws or regulations. The GROUP hereby indemnifies SEABECK, its employees, agents, and officers, for any damages, penalties, fines, suits, actions or other costs (including reasonable attorney's fees) arising out of or in connection with the GROUP'S violation and any local, state or federal laws, rules, regulations or ordinances related to the GROUP'S use of the SEABECK CONFERENCE CENTER.

Kitsap County Agrees	to provide at their cost:		
On Site Security Professional Cleanir	g Service upon vacating pf rooms		
	6/10-	Doug	Washburn
SIGNED BY:	Authorized Signatory	Print Name	
TITLE:	Human Services Director	DATE:	March 21, 2020
	1 1 1		
APPROVED BY:	Office C	Jse Only*' DATE:	March 21, 2020
	Seabeck Conference Center	_	
ACCEPTED BY:		DATE:	
	Seabeck Conference Center		

Debarred Contractors List A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below. From: 03/01/2019 To: 04/14/2020 Company Name: Seabeck Christian Conference Principal: WA UBI Number: 916 011 617 All Penalty Due: Wage Due: All Alf License Number: Y **Apply Filters** Download all debarment data ④ Showing O records First Previous Next Last Ends There are no records that match your search criteria. Show 25 ∨ per page First Previous Next Last