

JOINT MEETING OF FICRA & THE FICRA BUILDING TRUST BOARDS

MEETING AGENDA

Thursday, November 12, 2020, 6:30PM

2020-2021 FICRA Board

Miguel Martinez	President
Pia Beetham	Vice President
Candy Wawro	Secretary
Hal Goodell	Treasurer
Howard Stapleton	Past President
(Vacant)	Director
(Vacant)	Director

2020-2021 FICRA Trust Board

Howard Stapleton	President
Naomi Grant	Vice President
Gina Olson	Secretary
Hal Goodell	Treasurer
Karen Kretschmer	Director

NOTE: This meeting will be held via video/teleconference. You will need to have a computer or smartphone capable of running Zoom to participate. We will send out links and passwords to meeting attendees the afternoon of 11/12; if you want to participate, send a request to info@ficra.org.

The agenda for this meeting has been limited to pending items requiring Board review/approval and essential topics that need to be discussed at this time. Some agenda items are postponed until we are able to meet in a manner better suited for public feedback and interaction. Standing committees will continue to meet as required and will report to their respective Boards as appropriate.

1. Call to order and approval of absences
2. Approval of October 8, 2020 Minutes (Available for [download](#)) for the Meeting of FICRA & the FICRA Building Trust Boards
3. Presidents' Report (Miguel Martinez / Howard Stapleton)
4. Treasurer's Report – Hal Goodell
 - A. Approve Trust Board Resolution 2020-003 for Fund Transfers between Trust General and Capital Accounts
5. Updated Rental Agreement, Facility Use Rules and COVID-19 Requirements for NCC
6. Standing Committee Reports
 - A. Trust Citizens' Patrol & Emergency Preparedness - Jim Braden
 - B. Trust Building & Grounds – Jim Braden
 - Maintenance Projects Status
 - Pending NCC Rental/Use Requests
 - C. FICRA Publicity (manages communication with the public) – Miguel Martinez
 - D. FICRA Social Activities (develops/conducts activities for island residents)
7. Unfinished Business
8. New Business
9. Meeting Adjournment (The next regularly scheduled meeting for the FICRA and FICRA Building Trust Boards is Thursday, December 10, 2020 at 6:30PM via video/teleconference.)

Per Washington RCW 24.03.120, except as may be otherwise restricted by the articles of incorporation or bylaws, members of the board of directors or any committee designated by the board of directors may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

FICRA Building Trust
BOARD RESOLUTION

SUBJECT: Funding for Capital Expenditure Projects
RESOLUTION NUMBER: 2020-003
ADOPTION DATE: November 12, 2020

In accordance with the process documented in the FICRA Trust Board Minutes of 11/8/2017, surplus funds originally approved for the following completed projects will be transferred from the Trust Capital Accounts back to the Trust Checking Account:

1. \$331.30 for Basement water management; and
2. \$18,000 to paint NCC outside walls.

The Board of the FICRA Building Trust approves additional funds for the following Capital Expenditures Projects to improve the Nichols Community Center (NCC) buildings, structures and grounds, with the funds to be transferred to Trust Accounts designated for this purpose:

1. \$400.00 for Electricity to and preparation of the garage; and
2. \$323.64 for Blinds for Classrooms; and
3. \$2,260.34 to Grade and drain the South parking lot.

Resolution Approved per Board Minutes of _____

Secretary, FICRA Building Trust Board of Directors (signature)

Nichols Community Center Rental Agreement – Recurring Use

690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

Name: _____ Email: _____

Address: _____

Home & Cell Phones: _____ Number of Attendees: _____

Purpose for Rental: _____

Areas Requested (circle): Auditorium / Classroom 1 / Classroom 2 / Other: _____

Contact Person at Events (name & cell phone): _____

THIS AGREEMENT is made and entered into by and between the FICRA Building Trust, "Trust," and _____, hereinafter referred to as "Renter" for use of the Nichols Community Center (NCC) facilities located at 690 9th Avenue, Fox Island, Washington, 98333, hereinafter referred to as "Facility," for the purposes set forth below.

WHEREAS, the Renter desires a temporary non-assignable right to use and occupy a portion of the premises of the Facility, NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

- FACILITY RULES:** The attached NICHOLS COMMUNITY CENTER FACILITY RULES and NICHOLS COMMUNITY CENTER COVID 19 REQUIREMENTS/PROCEDURES form an integral part of and are incorporated into this agreement. Copy received by Renter: Date: _____ Initial: _____
- USE AND PURPOSE:** The Renter shall restrict their use of the Facility to the approved areas for the purpose listed above. The Renter may not use any other part of the Facility for any other purpose without the expressed written consent and permission of the Trust. Please note that the Trust allows public access and there may be public use of the grounds during the rental period. However, paid renters have priority use of certain outdoor areas, such as the gazebo and fire pit, if included in this agreement. The following common and outdoor areas are included in this agreement:
Kitchen / Restrooms / North Deck / Gazebo / Fire Pit / Other: _____
- RENTAL PERIOD:** The use of the Facility by the Renter is restricted to the following dates and times, inclusive of all deliveries, set-up, and cleaning performed by the Renter or vendors provided by the Renter:
 - Rental Date(s): _____ through _____
 - Rental Frequency: Daily / Weekly / Monthly / Other _____
 - Rental Time(s): from _____ AM/PM to _____ AM/PM
 - Additional Detail on Rental Days/Times (if required): _____
- RENTAL FEE:** Renter shall pay the Trust for the use and rental of the Facility as described herein the sum of: _____ Dollars (\$ _____ .00) which is due at the beginning of the month of use or at another mutually agreed upon time frame specified here (_____). A conditionally refundable Cleaning and Damage deposit of Five Hundred Dollars (\$500.00) is also due between 10 and 45 days prior to the commencement of rental. Liability for cleaning or damage is not limited to the amount of the deposit. The Facility is not available for use by the Renter until the rental fee and the Cleaning and Damage deposit are both paid.
- CLEANING AND DAMAGE:** The building, grounds, furniture, appliances, landscaping and all appurtenances must be left clean and undamaged as detailed in the NICHOLS COMMUNITY CENTER FACILITY RULES. If not, Renter will forfeit all or part of the Cleaning and Damage deposit and be responsible for any replacement/repair costs above that.
- INSURANCE:** Renter agrees to provide a Certificate of Insurance showing evidence of an insurance policy covering public liability with combined bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) for the duration of the rental period. The Certificate must name both FICRA and the FICRA Building Trust (690 9th Avenue, PO Box 25, Fox Island, Washington, 98333) as the additional insured or holder and include the name and address of the insurance provider and the signature of a

Nichols Community Center Rental Agreement – Recurring Use

690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

representative of the insurance company. The Certificate must be provided to the Rental Coordinator a minimum of 10 days prior to the start of use.

7. **LAWFUL USE:** Renter agrees to comply with all of the laws of the United States and the State of Washington and all of the ordinances of the County of Pierce, Washington and with the Facility Rules specified herein.
8. **ASSIGNMENT:** No assignment of this agreement shall be made by Renter without prior written consent of the Trust.
9. **CANCELLATION BY RENTER:** In the event the Renter cancels this agreement more than fourteen (14) days prior to the beginning of the rental period, the Rental Fee and Cleaning and Damage deposit will be refunded. In the event the Renter cancels this agreement less than fifteen (15) days prior to the beginning of the rental period, the Renter forfeits an amount equal to one-half of the Rental Fee that would have been paid in the first 30 days, and any amount of the Cleaning and Damage deposit in excess of this forfeited amount will be refunded.
10. **CANCELLATION BY TRUST:** In the event that the Cleaning and Damage Deposit and Certificate of Insurance have not been received ten (10) days prior to the event date, the Trust may cancel the reservation and one-half of the Rental Fee will be forfeited. In addition to the right to terminate this agreement upon Renter's default, the Trust shall have the right to terminate all or part of this agreement at any time, without liability to the Trust, upon thirty (30) days written notice. This agreement may also be terminated at any time when the facilities are required for public necessity or emergency use. If the agreement is terminated due to public necessity or emergency use, any and all deposits and fees paid by the Renter shall be refunded.
11. **INDEMNIFICATION, & LIMITATION OF LIABILITY:** Renter agrees and warrants that the Renter and any member of the Renter's party including, guests, caterers, musicians, performers, and drivers, shall indemnify and hold harmless FICRA and the FICRA Building Trust, their Board of Directors, all volunteers and the Facility, from any and all loss, theft, injury, expenses, damage claim, legal action, or any other type of liability whatsoever, including court costs and attorneys' fees that may arise out of the use of the Facility.

The Trust reserves the right to cancel the rental agreement and to evict the Renter and/or any other members of the Renter's party from the premises at any time if, during the course of the use of the Facility, any legal violations occur, including, but not limited to the serving of liquor to minors, the use or sale of illegal substances or the sale of liquor. The Trust further reserves the right to evict the Renter and/or members of the Renter's party in the event that any unsafe or disruptive conditions are being maintained on the Facility by the Renter and/or their guests upon request of Pierce County law enforcement officials or the Rental Coordinator for the Trust. In the event of the termination of the event for any of the reasons set forth in this paragraph, there will be no refunds of any rental fees or deposits paid.

The Renter bears the risk of any conditions beyond the control of the Trust that will make the Facility unsuitable for use and occupation for the event for which the Facility is rented.

Renter's Signature:

I am at least 21 years of age and agree to abide by the terms of this agreement in exchange for rental privileges as set forth.

Signature

Date

Rental Coordinator's Signature:

Signature

Date

NICHOLS COMMUNITY CENTER FACILITY RULES
690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

1. BUILDING, GROUNDS & FURNITURE

- a. Access to the building is allowed during paid rental date and times as stated in the rental agreement. Additional set-up and/or cleanup time must be pre-arranged and may incur an additional expense.
- b. The Nichols Community Center (NCC) and grounds must be vacated by 11:00 pm. It is the Renter's responsibility to allow for cleanup time.
- c. Absolutely no driving or parking is allowed on any grass area without express permission of the Rental Coordinator.
- d. No animals (except for service animals) are allowed inside the building.
- e. The Fire Department occupancy limit in the Auditorium is 80 persons with tables and 150 persons if only chairs are used.
- f. Access to storage closets and their contents in the two small classrooms is not allowed, unless explicitly included under Section 2 (USE AND PURPOSE) of the Rental Agreement.
- g. If the chalkboards in the Classrooms have been used, all markings must be erased and the boards cleaned unless other arrangements are approved by the Rental Coordinator.
- h. All decorations and methods of decoration attachment must be approved by the Rental Coordinator prior to use. No nails, tacks, glue (including glue guns) or tape may be used on the walls. Hangers that use the picture rail on the walls are available from the rental coordinator. All decorations must be removed immediately after the event unless other arrangements are approved by the Rental Coordinator.
- i. Live music and amplified sound (bands, disc jockeys, PA systems, etc.) may only be played inside and the sound must be at a level that does not project beyond the facility boundaries of the NCC.
- j. Renter is responsible for meeting any party servicing the event and for drop off or pick up of rented items. Note that the kitchen is not a certified food preparation facility.
- k. No tables or chairs are to be taken outdoors unless expressly permitted by the Rental Coordinator. No ice chests or similar wet containers are allowed indoors. Tables should not be dragged across the floors; carry them to move them.
- l. The building, grounds, furniture, appliances, landscaping, and all other appurtenances must be left clean and undamaged.
- m. FICRA and/or the FICRA Building Trust are not responsible for loss or theft of property or personal items left on the premises.

2. TRASH

- a. The facility does not provide trash or garbage service. Everything brought in must be taken out by the Renter.

3. NON-SMOKING FACILITY

- a. Smoking of any substance by any means is not allowed anywhere inside the NCC building nor outside on Trust property except for the parking areas.

4. ALCOHOL & FOOD

- a. Renter understands and agrees that if alcohol and/or food will be served at the Nichols Community Center, all permits and licenses required by law must be obtained from the State and/or Pierce County in the Renter's name and that food and/or alcohol service will be in accordance with applicable Washington State and Pierce County laws. Renter

NICHOLS COMMUNITY CENTER FACILITY RULES
690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

will provide copies of all required permits and licenses to the Rental Coordinator. FICRA and/or the FICRA Building Trust assume no liability for the service of alcohol or food by Renter.

- b. Under no circumstances, are persons under the age of 21 allowed to be served or consume alcohol within the NCC or on the grounds.
- c. Failure to comply with these requirements may result, at a minimum, in forfeiture of the entire amount of the Damage and Cleaning Deposit.

5. CLEANING & DAMAGE

- a. The building, grounds, furniture, appliances, landscaping, or other appurtenances must be left clean and undamaged as detailed in the Completion of Rental Checklist appearing at the end of this document. If not, Renter will forfeit the Cleaning and Damage deposit and will be responsible for any replacement/repair costs above that.
- b. Any room where food was present must have floors damp (not wet) mopped and dried.
- c. All personal signs leading to the facility between Highway 16 and the facility must be removed by the Renter within 48 hours after the event. Failure to do so will result in a \$50.00 forfeiture of the Damage and Cleaning deposit.
- d. Cleaning services are charged at the rate of \$50.00 per hour, plus damages.
- e. If the Rental Coordinator is required to make additional trips to ensure cleanliness of the NCC, Renter will incur charges up to \$50.00 per additional trip.

6. CORONAVIRUS (COVID-19) INFORMATION

- a. The Renter and everyone in the Renter's party agrees to comply with all applicable Federal, State and local (including Pierce County) requirements pertaining to the Coronavirus response.
- b. Effective July 7, 2020, the Renter and everyone in the Renter's party will comply with Proclamation 20-25.6 by the Governor requiring face coverings, as specified by Order of the State of Washington Secretary of Health 20-03 and any subsequent revisions thereto.
- c. Renter acknowledges that they have been provided a copy of the "FICRA Building Trust COVID 19 Operational Requirements and Procedures" and agree to comply with all requirements.
- d. Failure to comply with these requirements will result in forfeiture of the Damage and Cleaning deposit.

Acknowledgment and Agreement to Comply With Facility Rules

Renter Signature: _____ **Date:** _____

NICHOLS COMMUNITY CENTER FACILITY RULES
690 9th Avenue, PO Box 25, Fox Island, Washington, 98333

Start of Rental Checklist (to be completed at start of access)

- _____ Conduct walk through for inspection of overall condition of facility
- _____ Verify that rooms are clean and ready for rental
- _____ Verify that restrooms and kitchen are clean and ready for rental
- _____ Verify that garbage cans supplied by facility are empty with fresh and spare bags in place

Note any concerns or existing damages here: _____

Renter Initials: _____ **Rental Coordinator Initials:** _____

Completion of Rental Checklist (to be completed at end of access)

- | | |
|--|---|
| _____ Entire rental group was out at scheduled time | _____ Floors are swept and mopped where needed |
| _____ Sink, stove and counter top wiped down and clean | _____ Tables are returned as directed by rental coordinator |
| _____ Soiled towels to be left on kitchen counter | _____ Chairs are left as directed by rental coordinator |
| _____ Refrigerator is cleared of Renter's food and is clean | _____ Mops/large garbage containers returned to utility hallway |
| _____ Dishes are washed and put away | _____ All outdoor areas used by the Renter are clean |
| _____ Garbage is removed from building | _____ Fire pit fire extinguished |
| _____ Outdoor cigarette bucket is emptied | _____ Lights are off (including gazebo light switch) |
| _____ Restrooms are clean | _____ Furnace turned to 60 degrees |
| _____ All decorations are removed | _____ No breakage or damage |
| _____ Chalkboards are erased | _____ Key is returned |
| _____ Painted furniture is in the auditorium | |
| _____ All five doors are securely shut (Do not slam! Close and pull firmly on the end of the handle) | |

Note any concerns or comments here: _____

Renter Signature: _____ **Date:** _____

Rental Coordinator Signature: _____ **Date:** _____

NICHOLS COMMUNITY CENTER COVID-19 REQUIREMENTS/PROCEDURES

Updated 11/12/2020

The FICRA Building Trust has established the following operational requirements/procedures in compliance with the State of Washington Phase 2 and 3 Miscellaneous Venues COVID-19 Requirements.

ORGANIZATIONAL INFORMATION

FICRA Building Trust

Nichols Community Center (NCC)

690 9th Avenue, PO Box 25

Fox Island, Washington, 98333

Contacts:

Jim Braden (Rental Coordinator) 253-459-5588

Howard Stapleton (FICRA Trust President) 253-227-9309

The FICRA Building Trust does not have any employees. The procedures described here are to be performed by volunteers, contractors, and the individuals and organizations using the NCC.

GENERAL REQUIREMENTS

1. The NCC may be used for business meetings, training, and testing (or substantially similar activities) that cannot be performed virtually.
2. At this time, the NCC may not be used for receptions, networking events or live entertainment.
3. All persons using the NCC and associated outdoor facilities (sports field, track, gazebo, fire pit, play area and grounds) are required to wear appropriate face coverings as described in the "Guidance on Cloth Face Coverings from the Washington State Department of Health" and maintain six feet of physical distance between households in all directions.
 - a. Exceptions to the requirement for face coverings include volunteers and contractors working alone at the facilities; if the individual is deaf or hard of hearing and is communicating with someone who relies on language cues such as facial markers and expression and mouth movements as a part of communication; if the individual has a medical condition or disability that makes wearing a facial covering inappropriate; or when there is no in-person interaction.
4. The maximum capacity for outdoor areas of the NCC may not exceed 200 people.
5. The indoor capacities for the following rooms inside the NCC may not exceed the following maximums, or based on the room configuration, allow less than six feet of physical distance between attendees. For religious services, the requirement for physical separation is to maintain six feet of distance in all directions between households.
 - a. Auditorium – 45 people when standing, 20 people when seated
 - b. Front Room 1 (north) – 10 people when standing, 8 people when seated
 - c. Front Room 2 (south) – 10 people when standing, 8 people when seated
6. Individuals and organizations using the NCC may only occupy the specific room(s) allowed in their use agreement, the common area restrooms, and the hallways required to access the restrooms and exits.

NICHOLS COMMUNITY CENTER COVID-19 REQUIREMENTS/PROCEDURES

Updated 11/12/2020

ADDITIONAL REQUIREMENTS FOR INDIVIDUALS/ORGANIZATIONS USING THE NCC

1. Designate a COVID-19 Program Supervisor to be present during the event to ensure masking and social distancing practices are enforced and practiced by all event attendees. Provide the FICRA Building Trust contact information for this individual.
2. Pre-register event attendees and retain a log with contact information, including the name, address and phone number of every attendee, for at least three weeks. A copy of the event contact sheet must be available for review by the FICRA Building Trust upon request.
3. Keep doors and windows open where possible to bring in outside air.
4. Adjust and/or remove seating and tables to ensure physical distancing compliance.
5. Provide sufficient hand sanitizing materials for attendees and encourage frequent use.
6. Ensure that attendees are wearing face coverings and maintaining six feet of distance when entering and leaving the facility, and when using the restrooms.
7. Any food service provided to attendees must be self-contained, preplated, grab-and-go meals/snacks to limit contact.

REQUIREMENTS AND PROCEDURES APPLICABLE TO FICRA BUILDING TRUST VOLUNTEERS AND CONTRACTORS

1. Ensure that all volunteers, contractors and groups using the NCC receive a copy of this document.
2. Ensure that events and NCC usage are scheduled to minimize physical interaction.
3. Clean and sanitize each meeting room and all general use areas (hallways, restrooms) between uses.
4. Ensure that trashcans are emptied.
5. Ensure that hand sanitizer and tissues are placed in each meeting room.
6. Ensure that hand soap and paper towels are available in all restrooms.
7. Ensure that signs regarding the wearing of face masks and social distancing are in place in each meeting room and at all building entrances.
8. Do not report to work at the NCC if you are experiencing COVID-19 like symptoms. Advise the FICRA Building Trust and your organization's designated contact immediately.
9. Wear personal protective equipment (PPE) appropriate or as required for the activity being performed at the NCC. Cloth face coverings must be worn in accordance with the GENERAL REQUIREMENTS and will be provided by the FICRA Building Trust if you do not have one.

All organizations and individuals using the NCC must comply with these requirements and any other requirements of the State of Washington or Pierce County that are applicable to their organization or intended use.