


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director 

Agenda Date: May 16, 2011

Subject: Agreement to Re-Open Quilcene Campground & Day Use by Volunteers

Statement of Issue:

The campground portion of Quilcene Park has been closed for one year. Local volunteers working through the Adopt-A-Park program completed improvements and re-opened the Campground this spring at little cost to the County. The Advisory Board has reviewed and recommended this project. This project also benefits the day use portion of the Quilcene Park.

Analysis/Strategic Goals/Pro's & Con's:

Quilcene Campground is a resource to the community. It attracts tourists, provides healthy recreation, increases physical activity of youth, and increases public safety. This project supports County strategic goals numbers 2, 3, 5, 8, and 9.

Fiscal Impact/Cost Benefit Analysis:

Fees raised at the Campground will be used to offset for the direct costs. Indirect costs have been held to a minimum. A budget extension based on the fee revenue will be required in the third quarter.

Recommendation:

Approve the MOU and re-open the Quilcene Campground. Recognize Clayton White Leader of this initiative, who will be present at the signing. Participate in a photo op.

Department Contact: Matt Tyler. 385-9129

Reviewed By:


Philip Morley, County Administrator


Date



*Matthew L. Tyler, Manager
Parks and Recreation Division
623 Sheridan St.
Port Townsend, WA 98368
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Memorandum of Understanding

To: Clayton White
From: Matthew L. Tyler, Manager Jefferson County Parks and Recreation
Re: Understanding regarding the donation of in-kind services and labor to re-open and maintain the Quilcene Campground & Day Use Park
Date: May 1, 2011

The purpose of this document is to formalize the working relationship between Jefferson County, a political subdivision of the State of Washington; and Clayton White, a volunteer serving in the Parks and Recreation Adopt-a-Park Program.

1. Clayton White seeks to donate volunteer labor for the purposes of maintenance and operations of Quilcene Campground and Day Use Park. Jefferson County accepts the offer of Clayton White to donate volunteer labor for the purposes of maintenance and operations of Quilcene Park and Campground. Clayton White gains good will by being a good citizen of Jefferson County; and the County and its citizens gain a day use park and campground; both items representing good and valuable consideration in support of this Memorandum of Understanding.
2. Definitions:
 - a. **Park:** a 12 acre public park facility known as Quilcene County Campground and Day Use Park, located at 294964 Hwy 101, in Quilcene, Washington that includes 12 campsites, a picnic shelter, a display of an historic Best crawler, a playground, a safety light, picnic tables, a vault toilet, a water supply, a skateboard court, a basketball court, and a tennis court.
 - b. **County,** Jefferson County, Public Works Department, Division of Parks and Recreation, Manager, 623 Sheridan St., Port Townsend, WA 98368. Phone: (360) 385-9129.

- c. **Volunteer:** Clayton White: individual volunteer, not affiliated for the purposes of this project, with any agency, corporation or other organized group, who resides at 293382 Hiway 101, Quilcene Washington 98376.
3. The term of the agreement is 12 months, beginning June 1, 2011 and ending May 31, 2012
4. Upon 30 days notice, the Volunteer or the County may cancel this agreement for any reason.
5. The Park will remain an open, public, Jefferson County Park, and will keep the same Park goals it currently has (see items a through d below). There is no transfer of responsibility or authority associated with this agreement. All responsibility and authority for the Park remain with the County. The park goals are:
 - a. To provide an orderly, supervised, affordable, quiet, safe, and clean public campground with a family atmosphere.
 - b. To provide a quiet, safe, and comfortable day-use park that promotes safe use of the active recreation facilities including the playground, the skateboard court, the basketball court, the tennis courts, and the picnic shelter.
 - c. To serve all members of the community fairly and equally.
 - d. To further the mission and purpose and goals of Jefferson County.
6. Administrative duties that shall be completed by the Volunteer:
 - a. Ensure that every additional volunteer working at the park completes the volunteer registration form and safety training prior to beginning work.
 - b. Document volunteer work and report to the Manager of Jefferson County Parks and Recreation on or before the 10th of each month.
 - c. Report near misses, incidents, and accidents that occur during volunteer work to the County immediately.
7. Monitoring Duties that shall be completed by the Volunteer:
 - a. Support campground behavior standards by establishing a positive campground culture, a rapport with campground patrons, making minor behavior interventions, and by contacting the Sheriff when needed.
 - b. The Sheriff has been contacted and has agreed to provide the extra support that will be needed to establish a positive campground culture and establish behavior expectations.
 - c. Monitor the physical condition of the Park and report unsafe conditions to the County.
8. Maintenance and operations activities:
 - a. Clean and re-open the campground.
 - b. Pick up garbage, empty garbage, place garbage in the dumpster
 - c. Clean restrooms and restock the toilet paper and towels.
 - d. Remove weeds, cut brush, prune and maintain landscaping plants.
 - e. Mow as needed.
 - f. Clean campfire rings as needed.

- g. Clean picnic tables as needed.
- h. Work with the County to review signage and replace as needed.
- i. Maintain the kiosk, review and replace kiosk posters as needed.
- j. Maintain and clean the picnic shelter.
- k. Maintain the fee envelope box, and stock with envelopes.
- l. Monitor the condition of the playground and report issues.
- m. Maintain fencing.
- n. Maintain the skateboard court, basketball court, and tennis court.

9. Insurance:

- a. Registered volunteers doing work that is approved in this memorandum of understanding are covered by Jefferson County liability insurance, and Washington State Department of Labor and Industries Workers Compensation Insurance.

10. Safety and Risk Management:

- a. As part of the registration process, all volunteers must be briefed in the dangers of the work they are undertaking.
- b. As part of the registration process, all volunteers must be trained in proper safety protocol for the work they are doing including site safety, work practice safety, vehicle safety, working in the presence of power tools, the use of hand tools, use of tractors and implements, bending and lifting safety, and emergency response.
- c. All volunteers must be trained in general power equipment use, and use of the specific power equipment they are going to use, prior to using it.
- d. All hand and power equipment must be properly maintained and in good working order.
- e. Safety equipment must be in place on hand or power equipment.
- f. Appropriate clothing and safety protection equipment must be worn when operating tools or power equipment.
- g. All mowers must be of the closed, mulching type to help minimize thrown debris.
- h. Proper clearance to property, people and animals must be maintained when mowing or using string trimmers.

11. Personnel Policy: Because any person performing volunteer work in accordance with this MOU is insured by Jefferson County as described above in paragraph #10, all such volunteers are held to the terms and obligations of the County Personnel Policy including, but not limited to, the following:

- i. County Code of Ethics
- ii. County Rules of Conduct
- iii. Alcohol and Drug Free Workplace
- iv. Anti-Harrassment Policy
- v. Violence in the Workplace

12. No volunteer performing work pursuant to this MOU shall become or be considered an employee of Jefferson County.

13. No volunteer performing work pursuant to this MOU shall be compensated financially or otherwise by Jefferson County.
14. Each volunteer shall successfully pass a Washington State Patrol Request for Criminal History Information Child/Adult Abuse Information Act background check prior to conducting work at the Park.
15. Setting fees, and fee collection are the responsibility of the County. The Volunteer will not handle any funds at anytime. Fee funds are deposited directly into the iron ranger by the campers.
16. Equipment: The Volunteer may use his personal equipment to maintain the Park, as long as the equipment meets the safety standards in item 10.
17. The Volunteer may use Jefferson County power equipment such as mowers and tractors, as well as hand tools such as rakes and hammers, provided they are trained in the use of that equipment.
18. Modifications:
 - a. No modifications to the Park, large or small, are allowed without the written approval of the County. The following list provides examples of the kinds of modifications that require written approval in advance.
 - i. Installation, or removal of landscape plants or grass (Pruning and mowing is allowed).
 - ii. Installation or removal of temporary or permanent signs.
 - iii. Installation or removal of artwork or park equipment.
 - iv. Construction or modification of walls, trails, picnic areas, or any park amenity.
 - v. Installation, modification to, or removal of any building, shed, or historical item.
 - vi. Installation, modification, or removal of any fencing.
 - vii. Application of amendments, fertilizers, herbicides or pesticides.
19. Except as described in paragraph #9 above, Jefferson County or its agents, successors and assigns shall not be liable for any injury to persons (including death) or damage to property sustained by the Volunteer, his employees, agents or volunteer, or others, in and about the Park during the course of maintenance and operations work being performed by or under the direction of the Volunteer, unless such injury or damage was the proximate result of the gross negligence or willful act or omission of Jefferson County or its agents, servants, employees, successors or assigns.
20. The Volunteer shall defend (and pay all cost and expense of Jefferson County's defense), indemnify and hold harmless Jefferson County against and from claims arising from the Volunteer's sole negligence or willful act with respect to, without limitation, the operation, management and maintenance of the Park.

21. If any provision of this MOU is ruled illegal or unlawful by a court of competent jurisdiction, then all other portions of this MOU shall remain in full force and effect.
22. The parties agree that the sole venue for any legal disputes arising from this MOU shall be the Superior Court In and For Jefferson County. Disputes shall first be discussed and reviewed between a designated representative of the Volunteer and Jefferson County Parks and Recreation before any litigation is begun. Either party may seek a conference with the County Administrator if discussion and review between the Volunteer and Parks and Recreation representatives fails to come to a mutually agreeable resolution.
23. Conformance with Laws. The Volunteer shall comply with all applicable County ordinances, state statutes, and other government rules and regulations as required by the Volunteer under this agreement.
24. Revenue from fees raised at the Park will be expended for maintenance and operations of the Park according to the budget provided in Exhibit A. Revenues in excess of budgeted will be expended at the Park in consultation with the Volunteer, or reserved for expenditure at the Park the following year.
25. The County will provide the Volunteer with a Jefferson County Identification Badge, a County Parks and Recreation Cap and vest, business cards with park rules on the back, reminder notice books, new laminated paper signs for the kiosks, and promotion of the Park.

The Volunteer:
Clayton White

Clayton White 4/26/11
Signature Date

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

David Sullivan, Member

SEAL
ATTEST:

Lorna Delaney
Clerk of the Board

Approved as to form only this 19th
day of APRIL, 2011.

David Alvarez
Deputy Prosecuting Attorney

Frank Gifford
Public Works Director

EXHIBIT A

Unbudgeted Direct Expenditures

Pump Vault Toilet	\$ 200
Process Fee Revenue	\$ 415
Garbage Bags	\$ 200
Toilet Paper	\$ 200
Taxes	\$ 55
Misc	\$ 150
	<u>\$ 1,020</u>
Total	

Unbudgeted Revenue

Camping Fees (42 stays at \$12 per stay)	\$ 504
Transfer from Parks Improvement Fund Balance	\$ 516

Historic Camping Fees for Quilcene Campground

Year	Total	Per Night	Number of Visits
2008	\$570	\$12	48
2009	\$785	\$12	66
2010	Closed	---	---

Budgeted Expenditures

Parks and Recreation Manager	\$2,160
Garbage Service	\$850
Water Service	\$1,800
Electric Service	\$720

Donations of Volunteer Labor

	Hours	Rate (\$/hour)	Value
Re-Open Campground	80	\$17	\$ 1,360
Monitor and Maintain Campground	240	\$15	\$ 3,600
Close Campground	20	\$15	\$ 300
Total	340		\$ 5,260