

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: July 25, 2011, 11am

Subject: Agreement for Construction of Basketball Court at Courthouse
County Park by Donation

Statement of Issue:

This agreement authorizes and sets the terms of the donation of a replacement basketball court by the Port Townsend Basketball Club in Courthouse Park.

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

The agreement provides project terms such as specifications, plans, insurance, liability, timing, public notice, site safety and permits. The project has been vetted with the local community and the neighborhood. There is strong support for the project.

Fiscal Impact/Cost Benefit Analysis:

The fiscal impacts are staff time to support the project, and additional maintenance of a larger court. Staff time is already budgeted, and volunteers will handle the maintenance. The project provides health, community, economic, and public safety benefits and supports County Strategic Goals 2, 5 and 8.

Recommendation:

Review and approve the agreement, sign three copies.

Department Contact:

Matthew Tyler 385-9129

Reviewed By:

Philip Morley, County Administrator

Date

**Agreement Between
Jefferson County and the Port Townsend Basketball Club**

This agreement is made and entered into on this ____ day of _____ 2011

The purpose of this document is to formalize the working relationship between Jefferson County, a political subdivision of the State of Washington; and the Port Townsend Basketball Club.

1. The Port Townsend Basketball Club seeks to donate a new outdoor basketball court at Jefferson County Courthouse Park. Jefferson County accepts the offer of the Port Townsend Basketball Club to donate the basketball court. The Port Townsend Basketball Club gains good will by being a good citizens of Jefferson County; and the County and its citizens gain a new basketball court; both items representing good and valuable consideration in support of this Memorandum of Understanding.
2. Definitions:
 - a. **Basketball court:** a new, full sized, basketball court to replace the existing basketball court located at Jefferson County Courthouse Park, 1820 Jefferson St., Port Townsend, Washington, that includes expanded size, new sporting equipment, a retaining wall, drainage systems, surfacing, painting, and grading. See Exhibit A for the plan of the basketball court.
 - b. **County,** Jefferson County, Public Works Department, Parks and Recreation Division, 623 Sheridan St., Port Townsend, WA 98368. Phone: (360) 385-9129.
 - c. **Volunteers:** The Port Townsend Basketball Club: project manager: Alex Little, 209 4th St. Port Townsend, Washington, 98368. Phone: (360) 385-5606
3. The term of the agreement is: September 1, 2011 to December 1, 2011
4. The basketball court will remain an open, public, Jefferson County basketball court. There is no transfer of ownership, responsibility or authority associated with this agreement.
5. All volunteers working on the basketball courts are Jefferson County Volunteers. As such, the following terms and conditions apply:
 - a. All volunteers working on the site must complete a registration form supplied by the County.
 - b. All volunteer hours must be documented on the form provided by the County.
 - c. All volunteers will be covered by Workers Compensation Insurance paid for by the County.
 - d. All volunteers must be briefed by the Port Townsend Basketball Club in the dangers, risks and hazards of the work they are undertaking.
 - e. All volunteers must be trained by the Port Townsend Basketball Club in proper safety protocol and techniques for the work they are doing.

- f. All hand and power equipment must be properly maintained and in good working order.
 - g. Safety equipment must be in place on hand or power equipment.
 - h. The "Safety and Health Core Rules" set by the Washington State Department of Labor and Industries in Chapter 296-800 WAC shall be followed during this project as well as other applicable State and Federal safety statutes.
 - i. All volunteers are held to the terms and obligations of the County Personnel Policy including, but not limited to, the following:
 - i. Alcohol and Drug Free Workplace
 - ii. Anti-Harrasment Policy
6. No volunteer performing work pursuant to this AGREEMENT shall become or be considered an employee of the County.
7. Administrative duties that shall be completed by the Port Townsend Basketball Club:
- a. Ensure that each volunteer completes the volunteer registration form and safety training prior to beginning work.
 - b. Document volunteer work and report to the County on or before the 10th of each month.
 - c. Report near misses, incidents, and accidents that occur during volunteer work to the County immediately.
8. No volunteer performing work pursuant to this AGREEMENT shall be compensated by the County.
9. No modifications to the design and specifications of the basketball court provided in Exhibit A are allowed without the approval of the County.
10. Except as described in paragraph # 5 above, the 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 volunteers, its employees, agents or volunteers or others, in and about the basketball court during the course of construction work being performed by or under the direction of the DONOR, unless such injury or damage was the proximate result of the gross negligence or willful act or omission of the County or its agents, servants, employees, successors or assigns.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the County's agents or employees; and, (b) the Port Townsend Basketball Club, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Port Townsend Basketball Club's negligence, or the negligence of the Port Townsend Basketball Club's agents or employees.

11. The Port Townsend Basketball Club shall defend (and pay all cost and expense of the County's defense), indemnify and hold harmless the County against and from claims arising from the Port Townsend Basketball Club's sole negligence or willful act with respect to, without limitation, the construction of the Basketball court.

12. If any provision of this AGREEMENT is ruled illegal or unlawful by a Court of competent jurisdiction, then all other portions of this AGREEMENT shall remain in full force and effect.
13. The parties agree that the sole venue for any legal disputes arising from this AGREEMENT shall be the Superior Court In and For Jefferson County. Disputes shall first be discussed and reviewed between a designated representative of the Port Townsend Basketball Club and the County before any litigation is begun. Either party may seek a conference with the County Administrator if discussion and review between the Port Townsend Basketball Club and County representatives fails to come to a mutually agreeable resolution.
14. Conformance with Laws. The Port Townsend Basketball Club shall comply with all applicable County ordinances, state statutes, and other government rules and regulations as required by the District under this agreement.
15. The Port Townsend Basketball Club shall secure all required construction permits prior to construction.
16. The Port Townsend Basketball Club will provide and implement a construction site safety plan prior to construction, and will implement it when construction begins.
17. The Port Townsend Basketball Club will allow periodic inspection of the project by the County.
18. The Port Townsend Basketball Club will provide and implement a project communication plan to educate and inform the general public.
19. The Port Townsend Basketball Club will establish and follow hours of construction that follow City of Port Townsend code.
20. The Port Townsend Basketball Club will restore, re-vegetate, and repair any damage that occurs during construction including but not limited to soil compaction, destruction of grass, destruction of landscape plants.
21. The Port Townsend Basketball Club should establish a construction supervisor who is qualified and who shall be the point of contact between the County and the Volunteers for the purposes of Section 13 above.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year written above.

The Port Townsend Basketball Club

Alex Little

S. Alex Little 07/12/11
Signature Date

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

David Sullivan, Member

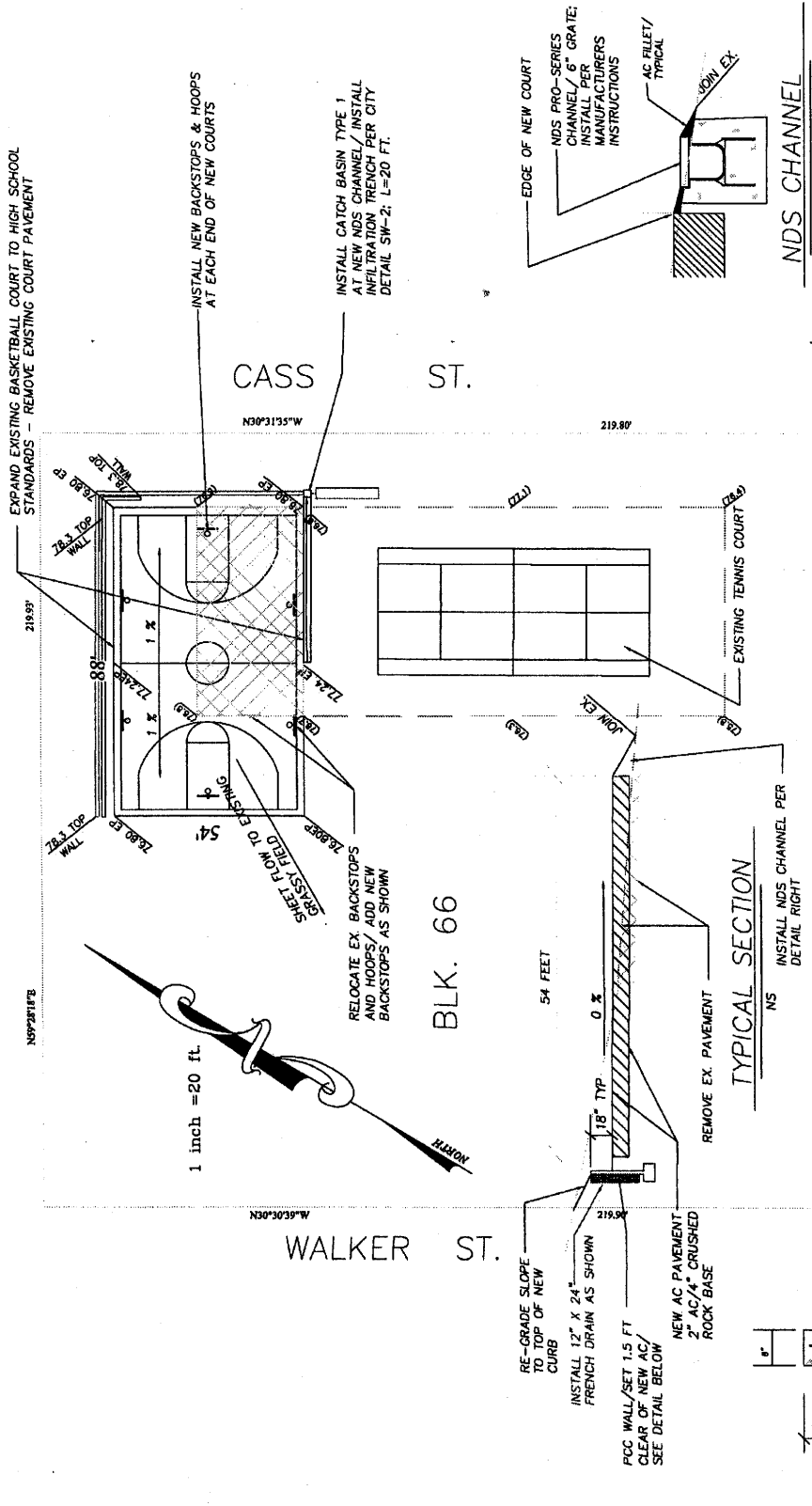
Approved as to form only this 17th
day of JULY, 20 11

David Ahrens
Deputy Prosecuting Attorney

Frank Gifford
Frank Gifford
Public Works Director

PROPOSED BASKETBALL COURT CONSTRUCTION

JEFFERSON STREET



WASHINGTON STREET

PROJECT PROPONENTS:
 PORT TOWNSEND BASKETBALL CLUB
 JEFFERSON COUNTY PARKS DEPARTMENT
 JEFFERSON COUNTY PUBLIC WORKS DEPT.

PLANS BY: ANDERSON CIVIL ENGINEERS & SURVEYORS,
 MICHAEL J. ANDERSON, PE & PLS
 JUNE 8, 2011

SHEET 1 OF 1

EXHIBIT A