

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: May 29, 2012

Subject: Agreement to Re-Open Lake Leland Campground by Volunteers

Statement of Issue:

Lake Leland Campground was closed in 2010, was reopened and successfully operated by volunteers in 2011, and is slated to be operated again by the same volunteers in 2012. In 2011 the campground had 280 visitor/days. The Advisory Board has reviewed and recommended this project.

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

Lake Leland Campground is a resource to the community. It attracts tourists, provides healthy recreation, supports access to freshwater activities at the Lake Leland Lakefront County Park, and builds community.

Fiscal Impact/Cost Benefit Analysis:


In 2011 fee revenue from this campground was \$5042. Revenue and expenditures for this program are already budgeted in the Parks Improvement budget.

Recommendation:

Approve the MOU and re-open the Lake Leland Campground. Sign three originals and return to Public Works for further processing.

Department Contact: Matt Tyler. 385-9129

Reviewed By:


Philip Morley, County Administrator


Date

Memorandum of Understanding

The purpose of this document is to formalize the working relationship between Jefferson County, a political subdivision of the State of Washington; and Curtis Stacey and Tanya Royer, volunteers serving in the Parks and Recreation Adopt-a-Park Program.

1. Curtis Stacey and Tanya Royer seek to donate volunteer labor for the purposes of maintenance and operations of Lake Leland Park and Campground. Jefferson County accepts the offer of Curtis Stacey and Tanya Royer to donate volunteer labor for the purposes of maintenance and operations of Lake Leland Park and Campground. Curtis Stacey and Tanya Royer gain good will by being a good citizens 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 nine acre public park facility known as Lake Leland County Campground and Day Use Park, located at 165 Leland Valley Rd., in Quilcene Washington that includes a boat ramp, a dock, a shoreline parking area, 22 campsites, three vault toilets, and picnic tables.
 - 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. **Volunteers:** Curtis Stacey and Tanya Royer: individual volunteers, not affiliated for the purposes of this project, with any agency, corporation or other organized group, who reside at 481 Snow Creek Road, Quilcene, Washington, 98376.
3. The term of the agreement is 12 months beginning May 25, 2012, and ending May 25, 2013.
4. Upon 30 days notice, the Volunteers 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 water-front day-use park that promotes passive activities such as fishing, swimming, bird watching, enjoying nature, sight seeing.

- 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 Volunteers:
- 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 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 Volunteers:
- 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, haul garbage to the dump.
 - 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 fencing.
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. The Volunteers have reviewed, and been given a copy of the lease agreement between Jefferson County and the Washington State Department of Fish and Wildlife. The Volunteers understand the terms of this lease and agree to abide by them.
16. Setting fees, and fee collection are the responsibility of the County.
17. Equipment: The Volunteers may use their personal equipment to maintain the Park, as long as the equipment meets the safety standards in item 10. The County will reimburse the Volunteers for the cost of maintaining and operating their personal equipment when it is used in the fulfillment of this agreement. Reimbursable expenses include fuel, oil, spare parts, repair labor, and vehicle mileage. Vehicle mileage will be paid at a rate equal to the County's reimbursement rate which is currently \$0.555 per mile. The total reimbursement will not exceed \$350 for the time period of this agreement.

18. The Volunteers 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.
19. 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.
20. 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 Volunteers, its employees, agents or volunteers or others, in and about the Park during the course of maintenance and operations work being performed by or under the direction of the Volunteers, 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.
21. The Volunteers 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 Volunteers' sole negligence or willful act with respect to, without limitation, the operation, management and maintenance of the Park.
22. 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.
23. 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 Volunteers 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 Volunteers and Parks and Recreation representatives fails to come to a mutually agreeable resolution.
24. Conformance with Laws. The Volunteers shall comply with all applicable County ordinances, state statutes, and other government rules and regulations as required by the County under this agreement.

25. 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.
26. The County will provide the Volunteers 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.

Dated This _____ day of _____, 2012.

The Volunteers:
Curtis Stacey

Curtis Stacey 5/20/12
Signature Date

Tanya Royer

Tanya Royer 5-15-12
Signature Date

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

David Sullivan, Member

Approved as to form only this 11th
day of MAY, 2012.

David W. Almon
Deputy Prosecuting Attorney

Frank Gifford
Frank Gifford
Public Works Director

EXHIBIT A

Budget for Camping Season 2012

Expenditures

| | |
|-----------------------------|-----------------|
| Pump Vault Toilets | \$ 625 |
| Process Fee Revenue | \$ 415 |
| Garbage Bags | \$ 200 |
| Toilet Paper | \$ 200 |
| Taxes | \$ 403 |
| Reimbursement for Equipment | \$ 350 |
| Misc | \$ 150 |
| <u>Improvements</u> | <u>\$ 1,157</u> |
| Total | \$ 3,500 |

Revenue

| | |
|---|----------|
| Camping Fees (194 stays at \$18 per stay) | \$ 3,500 |
|---|----------|

Historic Camping Fees for Lake Leland

| Year | Total | Per Night | Number of Visits |
|------|--------|-----------|------------------|
| 2006 | \$5271 | \$10 | 527 |
| 2007 | \$5482 | \$12 | 456 |
| 2008 | \$4083 | \$15 | 272 |
| 2009 | \$4116 | \$18 | 228 |
| 2010 | Closed | --- | --- |
| 2011 | \$5042 | \$18 | 280 |

Donations of Volunteer Labor

| | Hours | Rate (\$/hour)* | Value |
|---------------------------------|------------|-----------------|-----------------|
| Re-Open Campground | 80 | \$10.55 | \$ 844 |
| Monitor and Maintain Campground | 240 | \$10.55 | \$ 2,532 |
| Close Campground | 20 | \$10.55 | \$ 211 |
| Total | 340 | \$10.55 | \$ 3,587 |

*Rate is equal to Jefferson County clerk hire park maintenance worker