

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners  
**FROM:** Carolyn Gallaway, Clerk of the Board  
**DATE:** March 4, 2025  
**SUBJECT:** AGREEMENT, Amendment No. 1 re: Gardiner Community Center

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**STATEMENT OF ISSUE:**

On October 7, 2024, the Commissioners discussed the Gardiner Community Center, and ultimately decided to rescind Resolutions No. 106-79, No. 64-07, No. 4-12, and No. 20-17, so that the Gardiner Community Center may make their own decisions pertaining to their board structure and membership.

**ANALYSIS:**

The Gardiner Community Center reached out to the County, as they noted that their 2023-2025 operating agreement still states the following: "Maintenance of appropriate property insurance including scope and level of coverage and third-party liability coverage for the County-approved Board members while acting within the scope of their responsibilities." They requested that the term "County-approved Board members" be removed from the contract.

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

Staff recommends that the Commissioners approve the amendment to Section 2(A)(3) which currently reads: "Maintenance of appropriate property insurance including scope and level of coverage and third-party liability coverage for the County-approved Board members while acting within the scope of their responsibilities" be amended to read "Maintenance of appropriate property insurance including scope and level of coverage and third-party liability coverage for Board members while acting within the scope of their responsibilities."

**REVIEWED BY:**

  
Mark McCauley, County Administrator

2/27/25  
Date

# CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Gardiner Community Center

Contract No: GCC Amend 1 2025

Contract For: Community Center Management Services Amend.No. 1 Term: Through 2025

COUNTY DEPARTMENT: County Administrator

Contact Person: Carolyn Gallaway

Contact Phone: (360) 385-9122

Contact email: carolyn@co.jefferson.wa.us

AMOUNT: N/A

Revenue: \_\_\_\_\_

Expenditure: \_\_\_\_\_

Matching Funds Required: \_\_\_\_\_

Sources(s) of Matching Funds: \_\_\_\_\_

Fund # \_\_\_\_\_

Munis Org/Obj \_\_\_\_\_

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other: \_\_\_\_\_

## APPROVAL STEPS:

**STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.**

CERTIFIED: ☒ N/A: ☐

Wendy Huxley  
Signature

2/24/25  
Date

**STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.**

CERTIFIED: ☒ N/A: ☐

Wendy Huxley  
Signature

2/24/25  
Date

**STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):**

**STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):**

Electronically approved by Risk Management on 2/27/2025.

**STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).**

**STEP 6: CONTRACTOR SIGNS**

**STEP 7: SUBMIT TO BOCC FOR APPROVAL**

Electronically approved as to form by PAO on 2/27/2025.

Amendment No. 1 to grant agreement with original attached.

CONTRACT AMENDMENT #1  
By and Between  
JEFFERSON COUNTY  
and  
GARDINER COMMUNITY CENTER  
For Community Services Grant Funding 2023-2025

This Amendment #1 is by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and the GARDINER COMMUNITY CENTER.

WHEREAS, the COUNTY and the GARDINER COMMUNITY CENTER entered into an Agreement on December 19, 2022 for Community Services funding 2023-2025; and

WHEREAS, the parties desire to amend the terms of that Agreement; and

NOW, THEREFORE, IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN that the Agreement executed on December 19, 2022 is hereby amended as follows:

SECTION 2(A)(3): RESPONSIBILITIES OF JEFFERSON COUNTY which currently reads:

3. Maintenance of appropriate property insurance including scope and level of coverage and third-party liability coverage for the County-approved Board members while acting within the scope of their responsibilities.

Is amended to read:

3. Maintenance of appropriate property insurance including scope and level of coverage and third-party liability coverage for Board members while acting within the scope of their responsibilities.

All other terms and conditions of the original Agreement executed on December 19, 2022 will remain the same.

**(SIGNATURES ON FOLLOWING PAGE)**

**APPROVED** and signed this      day of      2025.

Attest:

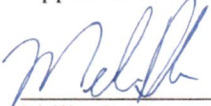
**JEFFERSON COUNTY  
BOARD OF COMMISSIONERS**

Carolyn Gallaway, CMC  
Clerk of the Board

Heidi Eisenhour, Chair

Approved as to Form:

**GARDINER COMMUNITY CENTER**

 for      02/27/2025  
Philip C. Hunsucker,      Date  
Chief Civil Deputy Prosecuting Attorney

\_\_\_\_\_  
Authorized Official      Date



**AGREEMENT**  
**By and Between**  
**GARDINER COMMUNITY CENTER BOARD**  
**And**  
**JEFFERSON COUNTY**  
**2023-2025 Community Services Grant Funding**

**Purpose:** The purpose of this Community Services Grant is to ensure the continued availability and use of the Gardiner Community Center and to ensure that said facility continues to provide a focal point to address the needs of the population in the Gardiner and surrounding community.

**Parties:** This grant is to assist the Gardiner Community Center Board, hereinafter known as "BOARD," for the purposes provided herein, with funds allocated by Jefferson County, hereinafter known as "COUNTY," a municipal corporation.

**SECTION 1: SERVICES TO BE PERFORMED BY THE BOARD**

- A. The BOARD agrees to perform or oversee the following services to benefit the population in the Gardiner and surrounding community:
1. Oversee the routine operation of the Community Center, including scheduling of events, program planning, activities, and building security.
  2. Oversee programs and activities to benefit the general population.
  3. Schedule use of the Community Center by community groups and organizations.
    - a. Should a for-profit or not-for-profit entity, business, firm or agency (collectively a "lessee") seek exclusive use (based upon delineated and agreed upon hours and days of the week for said exclusive use) of a portion of a County owned community center for more than 80 hours per month in two or more months during any calendar year, then the lessee shall be required to enter into a written lease with Jefferson County to govern the terms and obligations of said exclusive use, naming BOARD as a third party beneficiary for an appropriate portion of the lease payment. Jefferson County will consult with the Board in developing terms of the lease and will comply with all laws regulating the lease of public property.
  4. Purchase of necessary operating supplies including but not limited to desks, tables, chairs, and office supplies. Cleaning and facility operating supplies shall be approved by Jefferson County Facilities Division.
  5. Purchase and replace interior light bulbs and fluorescent lamps as part of the operating supplies referred to in paragraph 4, above. Brand and style of lamps are to be approved by Jefferson County Facilities Division. All used fluorescent tubes shall be boxed and returned to Jefferson County Facilities Division for disposal.

2023-2025 Community Services Grant Funding with Gardiner Community Center Board

6. Provide and manage routine custodial functions including but not limited to restrooms, floor care, room set up and minor emergency plumbing such as plugged or overflowing toilets. To ensure quality of care, the Board shall receive guidance from the Jefferson County Facilities Division as outlined in Attachment A.
7. Provide routine grounds maintenance, limited to mowing, operating and maintaining the irrigation system, and weeding.
8. Pay water, telephone, garbage and electrical service charges.
9. Work cooperatively with the American Red Cross and Jefferson County Department of Emergency Management in the event of an emergency to provide the use of the county owned facility as a mass care shelter.

B. Reporting/Notification Responsibilities of the Board:

1. Provide to the COUNTY at least quarterly a statistical report of Center use, services, programs and activities, and a report of the costs (including but not limited to utility, and operating and cleaning supplies costs), as well as a report of all revenues from rentals or lease agreements of the Community Center.
2. Notify the COUNTY of changes in the use that may significantly impact water consumption, sewage disposal, electrical consumption and/or normal wear and tear of the Community Center.
3. All BOARD financial and program records with respect to any matters covered by this Agreement shall be made available to the County at any time during normal business hours to allow the County to verify quarterly reports and to inspect, audit and make copies of any relevant data.

**SECTION 2: RESPONSIBILITIES OF JEFFERSON COUNTY**

- A. The COUNTY agrees to assure the Gardiner Community Center is available for use by the community, including financial responsibility for the following:
  1. Maintenance and repair of real property (building, parking lot, water and septic systems) including, but not limited, to plumbing, kitchen equipment, floor repair and exterior lighting.
  2. Audit financial records of the BOARD.
  3. Maintenance of appropriate property insurance including scope and level of coverage and third-party liability coverage for the County-approved Board members while acting within the scope of their responsibilities.
- B. The COUNTY will provide the BOARD a Community Services Grant to be used in support of their responsibilities as defined under this Agreement.



2023-2025 Community Services Grant Funding with Gardiner Community Center Board

Said grant amount for 2023 is \$3,958, for 2024 is \$4,077 and for 2025 is \$4,199. Annual payments will be made the first quarter of each year based on the County's quarterly billing cycle.

Payment is predicated on quarterly reports defined in Section 1.

**SECTION 3: TERM**

This Agreement shall be for a term of three years, commencing on January 1, 2023 and ending December 31, 2025 unless renewed by mutual agreement of the parties. All activities performed pursuant to this Agreement within its term and prior to its execution are hereby ratified.

**SECTION 4: RENTAL AND LEASE INCOME**

The Board will retain all income derived from the rental or lease of the Community Center in order to support the costs of its responsibilities as described in this Agreement, except as provided in Subsection 1.A.3.

**SECTION 5: ASSIGNMENT**

Either party to the Agreement shall not assign the Agreement, except by signed amendment.

**SECTION 6: MODIFICATION**

This Agreement may be modified during the term of the Agreement by mutual agreement of the parties and appended in writing to the Agreement.

**SECTION 7: TERMINATION**

The Agreement may be terminated, upon thirty (30) days written notice for any material breach of any of the terms of the Agreement by either party. After receipt of notice, and before termination, the party in default may cure the defect, in which case the Agreement shall continue in force for the full term. The COUNTY shall be refunded a pro-rated share of the agreed funding upon termination based upon the balance of time remaining in the term unless otherwise negotiated.

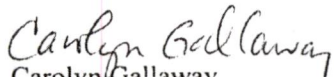
**SECTION 8: AGREEMENT TO COMPLY WITH APPLICABLE LAWS**

The BOARD shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

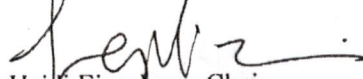
2023-2025 Community Services Grant Funding with Gardiner Community Center Board

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 19<sup>th</sup> day of December, 2022.

Attest:

  
Carolyn Gallaway,  
Clerk of the Board

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

  
Heidi Eisenhour, Chair

Approved as to Form:

  
December 15, 2022  
Philip C. Hunsucker,  
Chief Civil Deputy Prosecuting Attorney

GARDINER COMMUNITY CENTER BOARD

  
President  
1/25/23  
Date



**ATTACHMENT A**

**Custodial Duties**

- Daily:** Clean and sanitize restrooms  
Empty trash cans
- Bi-Weekly:** Vacuum all carpets
- Tri-Weekly:** Sweep and mop all hard floors
- Annually:** Wash windows  
Wipe down all doors and woodwork  
Assist county staff with heavy maintenance of all floors.
- Other:** Set-up rooms as directed by building manager



Board of County Commissioners  
1820 Jefferson Street  
PO Box 1220  
Port Townsend, WA 98368

Kate Dean, District 1   Heidi Eisenhour, District 2   Greg Brotherton, District 3

December 27, 2022

Gardiner Community Center  
**Attn: Lynne Tjomsland, Secretary**  
543 Bachelor Road  
Sequim, WA. 98382

**Re: AGREEMENT re: Gardiner Community Center Management; In the Amount of \$3,958 with a 3% Escalator for 2024 and 2025; Jefferson County Administrator; Gardiner Community Center Board of Directors**

Dear Ms. Tjomsland,

Enclosed are 2 Originals re: **AGREEMENT re: Gardiner Community Center Management; In the Amount of \$3,958 with a 3% Escalator for 2024 and 2025; Jefferson County Administrator; Gardiner Community Center Board of Directors**

Please have Mr. Anderson as Board President sign both Originals. Keep one for your own records and please return the other signed Original to the following address:

Jefferson County Commissioners Office  
**Attn: Julie Shannon**  
PO Box 1220  
Port Townsend, WA. 98368

When returning the signed Original, please send a copy of your Proof of Insurance as stated in the Agreement if not already submitted.

Please contact our office if you have any questions.

Thank you,

Julie Shannon  
Executive Secretary II  
Jefferson County Commissioners Office  
360 385 9100  
jshannon@co.jefferson.wa.us

Enclosure

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**CONSENT AGENDA REQUEST**

**TO:** Board of County Commissioners

**FROM:** Mark McCauley, County Administrator

**DATE:** December 19, 2022

**SUBJECT:** Request for Board of County Commissioners approval of a community services grant agreement with the Gardiner Community Center Board for managing the Gardiner Community Center

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**STATEMENT OF ISSUE:**

Jefferson County has contracted with the Gardiner Community Center Board for many years to manage the Gardiner Community Center. The grant agreement needs to be renewed.

**ANALYSIS:**

The attached three-year agreement provides grant funding for 2023 through 2025. The grant amount for 2023 is \$3,958, for 2024 is \$4,077 and for 2025 is \$4,199.

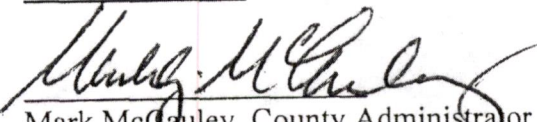
**FISCAL IMPACT:**

Fiscal impact for 2023 is \$3,958, for 2024 is \$4,077 and for 2025 is \$4,199, all to be paid out of Department 068, Community Services of the General Fund.

**RECOMMENDATION:**

That the Board of County Commissioners approve the attached grant agreement with the Gardiner Community Center Board for managing the Gardiner Community Center.

**REVIEWED BY:**

  
Mark McCauley, County Administrator

12/15/22  
Date



**CONTRACT REVIEW FORM**  
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Gardiner Community Center Board

Contract No: GCommCtr -23-25

Contract For: Community Center Management Services Term: Through 2025

COUNTY DEPARTMENT: County Administrator  
Contact Person: Mark McCauley  
Contact Phone: 360385-9130  
Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: \$3,958 in 2023 w/3% escalator

Revenue: N/A

Expenditure: \$3,958

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund # 001

Munis Org/Obj 001-068

PROCESS:

- ☒ Exempt from Bid Process  
☐ Cooperative Purchase  
☐ Competitive Sealed Bid  
☐ Small Works Roster  
☐ Vendor List Bid  
☐ RFP or RFQ  
☐ Other: \_\_\_\_\_

**APPROVAL STEPS:**

**STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.**

CERTIFIED: ☒ N/A: ☐

Mark McCauley  
(Signature)

12/7/22  
Date

**STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.**

CERTIFIED: ☒ N/A: ☐

Mark McCauley  
(Signature)

12/7/22  
Date

**STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):**

Electronically approved by Risk Management on 12/15/2022.

Risk is acceptable. The Gardiner Board is very responsible. Activities at the center are low risk.

**STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):**

Electronically approved as to form by PAO on 12/15/2022.

Non-standard language that creates greater risk for the County - Risk Management decision to accept this language, after balancing the risks and rewards.

**STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).**

**STEP 6: CONTRACTOR SIGNS**

**STEP 7: SUBMIT TO BOCC FOR APPROVAL**