

Jefferson County
Board of Commissioners
Consent Agenda Request

To: Board of Commissioners
Josh Peters, County Administrator

From: Monte Reinders, P.E., Public Works Director 

Agenda Date: August 18, 2025

Subject: Olympic Discovery Trail - Trail Maintenance and Volunteer Memorandum of Understanding with Peninsula Trails Coalition

Statement of Issue:

The Board is asked to review and approve the enclosed Memorandum of Understanding (MOU) between Jefferson County and the Peninsula Trails Coalition (PTC). The PTC was founded in 1988 as the leading advocate for the Olympic Discovery Trail (ODT), which includes the Larry Scott Trail (LST) within Jefferson County. Since that time the PTC has actively partnered with the County on all things ODT, from political advocacy, to fund raising, to trail maintenance. In 2004 the County executed a Memorandum of Understanding (MOU) with the PTC to facilitate their trail maintenance activities. This updated MOU will replace the 2004 agreement and help to ensure continued upkeep of the trail.

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

The MOU details roles, responsibilities, and benefits for both the County and PTC. The PTC agrees to organize, coordinate, and manage volunteers and equipment for maintenance of the ODT within Jefferson County. Specific areas of focus in the MOU include a detailed description of maintenance activities, program management, and indemnification and insurance provisions. This works to ensure that the trail will remain well maintained, allowing residents and visitors to improve health through outdoor recreation, appreciate the natural environment, and promote economic development. The volunteer maintenance that the PTC provides also offsets some maintenance that would otherwise be performed by the County Road Crew, allowing our limited maintenance resources to be directed elsewhere. With development of the new 3+ mile-long ODT segment from the LST terminus to Anderson Lake Park, this assistance will be of even greater benefit.

Fiscal Impact/Cost Benefit Analysis:

Negligible; as a volunteer organization the PTC will not be compensated for ODT maintenance activities but may seek County funding for trail maintenance activities from county-related grant sources and similar County-related competitive funding opportunities. PTC maintenance hours may be used by the County as grant match. The County will provide limited "medical aid only" Workers' Compensation coverage through WA Labor & Industries.

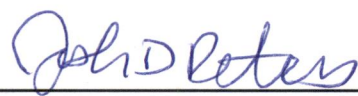
Recommendation:

Department of Public Works recommends that the Chair of the Board sign the Trail Maintenance Memorandum of Understanding and return to Public Works.

Department Contact:

Josh Thornton, Real Property Specialist, 360-385-9162.

Reviewed By:



Josh Peters, County Administrator

8/13/25

Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Peninsula Trails Coalition

Contract No: PW2025-069

Contract For: ODT Trail Maintenance & Volunteer MOU Term: perpetual

COUNTY DEPARTMENT:	Public Work
Contact Person:	Josh Thornton
Contact Phone:	360-385-9162
Contact email:	jthornton@co.jefferson.wa.us

AMOUNT: 0.00

Revenue:	0.00
Expenditure:	0.00
Matching Funds Required:	0.00
Sources(s) of Matching Funds	N/A
Fund #	N/A
Munis Org/Obj	N/A

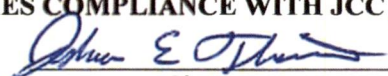
PROCESS:

☒	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.

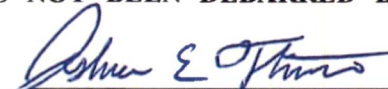
CERTIFIED: ☒ N/A: ☐


Signature

8-4-2025
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: ☐


Signature

8-4-2025
Date

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

✓ Electronically approved by Risk Management on 8/6/2025.

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

✓ Electronically approved as to form by PAO on 8/6/2025.
MOU with PTC for volunteers and covers insurance and indemnity provisions for county liability.

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

APPENDIX A1

JEFFERSON COUNTY & PENINSULA TRAILS COALITION TRAIL MAINTENANCE MEMORANDUM OF UNDERSTANDING

PARTIES TO THE AGREEMENT:

Jefferson County Department of Public Works, 623 Sheridan St. Port Townsend, WA 98368, hereafter referred to as the "County", and the Peninsula Trails Coalition, P.O. Box 1836, Port Angeles, WA 98362, hereafter referred to as the "PTC". "PTC" shall include all PTC staff, members, and volunteers.

SCOPE OF THIS AGREEMENT:

This Agreement covers all segments of the Olympic Discovery Trail (ODT) within Jefferson County.

PTC understands and agrees that:

- PTC will not be compensated for the ODT maintenance activities described below, however PTC retains the right to seek County funding for trail maintenance activities from county-related grant sources and similar County-related competitive funding opportunities.
- All ODT maintenance activities shall be performed in a workmanlike and responsible manner.
- PTC (staff, members, and volunteers) shall not be allowed to perform ODT maintenance service when under the influence of any drugs or alcohol.
- PTC will provide oversight of the activities of all individuals (including any minors under the age of 18) working on behalf of PTC.
- PTC gives permission to have photos/video tapes taken during the volunteer activities of adults and/or minor participants, without recompense, to be used for publicity purposes.

MAINTENANCE ACTIVITIES:

PTC agrees to organize, coordinate, and manage their volunteer efforts for maintaining segments of the ODT within Jefferson County, consistent with this Agreement and based upon the current version of the ODT "Volunteer Handbook". The scope and description of all work, including PTC Adopt-A-Trail programs and work parties, will be approved and coordinated with the County Volunteer Coordinator designated by the Jefferson County Public Works Director, or designee.

PTC maintenance efforts will include vegetation control, litter removal, noxious weed removal (no commercial herbicide application permitted), removal of debris (e.g., tree leaves, needles, small limbs/branches), maintenance and battery replacement of County trail counters, bollard maintenance (e.g., painting), periodic trail inspection, and other County approved maintenance activities that can reasonably be performed by volunteers. Volunteer use of chainsaws is approved only when the operator has been certified by completion of a County approved safety program.

PTC shall be solely responsible for maintenance of PTC installed signage, bike repair station(s), trail counter(s), equestrian mounting blocks, and other County permitted trail amenities.

PTC work related to maintenance, replacement and additions of ODT signage and structures shall be approved and coordinated through the County Volunteer Coordinator. This includes trail signage and

related sign support structures for trail identification, route markers, volunteer adopter signs, trail mileage, information/wayfinding/interpretive kiosks, and other County approved signage. It also applies to trail structures such as picnic tables and benches, horse dismount and hitch stations, bike racks, portable restroom stations, dog stations, bike repair stations, information pamphlet and display stands, and other County approved structures/appurtenances.

PROGRAM MANAGEMENT:

PTC will designate a Trail Section Manager(s) for the maintenance program and will provide additional supervision through its board of directors as required. The name and contact information for the PTC Trail Section Manager(s) will be provided to the County Volunteer Coordinator. In addition to the PTC Volunteer Application, Trail Section Managers shall sign a Jefferson County Volunteer Service Agreement and complete a background check. PTC will record hours of volunteer services on PTC forms (Appendix J and K) and provide quarterly documentation to the County Volunteer Coordinator for proper filing and record retention (January 1 to March 31, April 1 to June 30, July 1 to September 30, October 1 to December 31). Following submission of recorded volunteer hours from PTC the County Volunteer Coordinator will report the hours to Jefferson County Public Works Accounting team for submission to Washington State Department of Labor & Industries.

The County will provide workers' compensation coverage through Washington State Department of Labor & Industries for volunteers documented with the Jefferson County Public Works Department Agreement for Volunteer Service. This volunteer coverage is only for medical costs and does not include other usual benefits of workers' compensation, such as wage replacement, vocational and retraining costs, permanent partial disability payments, or death benefits. Volunteer coverage is also known as "medical aid only" coverage.

Rules and safety orientation for all current and new PTC (staff, members, and volunteers) will be the responsibility of PTC supervisors and managers in accordance with the Olympic Discovery Trail Volunteer Handbook. The PTC Trail Section Manager is requested to meet or contact the County Volunteer Coordinator quarterly for orientation and updates.

PTC will inform the County Volunteer Coordinator, or designee, when conditions are found that require County repair or additional maintenance efforts. PTC and the County agree to coordinate maintenance activities whenever possible through communications between the PTC Trail Section Manager and the County Volunteer Coordinator to maximize efficiency and minimize duplication of effort of resources. The County will perform major maintenance and repairs consistent with budget priorities and work force availability.

INDEMNIFICATION:

In consideration of its staff, members, and volunteers (including minors under the age of 18) being permitted to perform ODT maintenance work on County property, PTC agrees to be solely responsible for such workers and to defend, indemnify and hold harmless the County of Jefferson, its officials, employees and agents from any damage claim or lawsuit for injury, illness, damage, or other loss of any kind to anyone that might arise out of PTC activities or the actions of any individuals performing such work on behalf of PTC, except for injuries or damages caused by the sole negligence of the County.

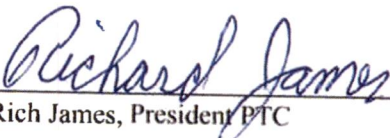
INSURANCE:

PTC will maintain valid liability insurance of at least two million dollars (\$2,000,000.00) to cover the activities of its staff, members and volunteers performing work under this Agreement. PTC will provide a current copy of the certificate of said insurance that names Jefferson County as an "additional insured" upon request. Said Certificate of Coverage shall remain in effect for the duration of this Agreement. At the time of each renewal of the policy, a signed copy of the Certificate of Coverage shall be provided to the County Volunteer Coordinator.

TERM AND DURATION OF THE AGREEMENT:

The ODT maintenance program will commence upon execution of this Agreement, and shall continue until either Party provides written notice of termination to the other Party at the addresses listed above or as such addresses are later amended.

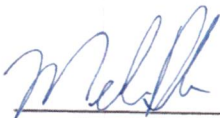
This Agreement entered into this _____ day of _____, 2025 by the parties below:

 8/10/25
Rich James, President PTC Date

 8/12/25
Monte Reinders, Public Works Director Date
Jefferson County Department of Public Works

Heidi Eisenhour, Chair Date
Jefferson County Board of County Commissioners

Approved as to form only:

 for 08/12/2025
Philip Hunsucker Date
Chief Civil Deputy Prosecuting Attorney