

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Eric Kuzma, Acting Public Works Director

Agenda Date: October 28, 2024

Subject: Quilcene Skate Park Donation Agreement

Statement of Issue:

A group of Quilcene community members formed a committee to build a skate park in Quilcene Community Park. They partnered with Olympic Peninsula YMCA and Jefferson County Parks and Recreation to apply for an RCO grant. The BoCC authorized the RCO grant application by resolution on 8/5/24. The YMCA signed a Letter of Understanding regarding the skate park donation on 7/25/24. The grant was partially funded and YMCA plans to build the skate park. This donation agreement provides more details about the terms of the donation.

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

People of all ages and backgrounds will enjoy the skate park. It will enhance the health, well-being, safety and economy of the Quilcene Community and Jefferson County. The skate park will be welcoming and useful to people with disabilities. The skate park elements will be designed for all skill levels from beginner to expert. The skate park will accommodate many uses including scooters, bicycles, roller-skates, and of course skate boards. The project fits in the park and it includes amenities such as paths, parking, drinking water, and bike racks.

Fiscal Impact/Cost Benefit Analysis:

The volunteer advocates received an ARPA grant funded by the Jefferson County BoCC to develop the project. The YMCA will use the RCO grant to fund and build the skate park with no additional financial support from Jefferson County. The grant proposal was for \$972,920. The grant award was for \$767,263. The project partners are working to reduce the scope of the project to fit the partial award. Jefferson County will own, operate, and maintain the skate park with support from the volunteers. Parks and recreation staff will consult with advocates and provide support throughout the development and construction process.

Recommendation:

Approve the donation agreement and return one copy to Public Works.

Department Contact:

Matt Tyler. 385-9129

Reviewed By:


Mark McCauley, County Administrator

Date 10/22/24

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Olympic Peninsula YMCA

Contract No: PW2024-126

Contract For: Donation of Skate Park in Quilcene Park

Term: Until Project Completion and other requirements

COUNTY DEPARTMENT: Public Works

Contact Person: Matt Tyler

Contact Phone: 360-774-0740

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

AMOUNT: Not Applicable

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: Donation Agreement

APPROVAL STEPS:

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

CERTIFIED: ☐ N/A: ☒ Matthew L. Tyler 10/10/24
Signature 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: ☒ Matthew L. Tyler 10/10/24
Signature Date

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

✓ Electronically approved by Risk Management on 10/17/2024.

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

✓ Electronically approved as to form by PAO on 10/17/2024.
PAO approves changes from the previously approved contract from 07/24/2024. Thank you for including the redline version.

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

Revised agreement (pages 1-8) with changes required by YMCA. Pages 9-17 of this document show changes, pages 18-24 are original agreement approved 7/24/2024 by PAO /Risk (PW2024-095)

**Agreement Between
Jefferson County, WA and Olympic Peninsula YMCA for Skate Park Donation**

This agreement is made and entered into on this ____ day of ____ 2024.

The purpose of this document is to formalize the working relationship between Jefferson County (County), a political subdivision of the State of Washington; and the Olympic Peninsula YMCA (YMCA)

1. As fiscal sponsors for the Quilcene Skate Park Project, the YMCA, a 501(c)(3) non-profit corporation, seeks to fund, build, and donate a skate park in Quilcene County Park and Campground. Jefferson County accepts the offer of the YMCA to donate the skate park. The YMCA gains goodwill by being good citizens of Jefferson County; and the County and its citizens gain a skate park; both items representing good and valuable consideration in support of this agreement.
2. This project was initiated by a group of youth skating advocates who are organized into an informal committee for the specific purpose of building and donating a skate park to benefit youth, families, health, the economy, and the community of Quilcene.
3. Project Roles and Responsibilities
 - a. The YMCA will be the primary sponsor of the project and the RCO grant, and will be responsible for all aspects of project management, funding, design, and construction. When construction is complete, inspected and approved by the County, the YMCA will remove themselves from the RCO Grant Agreement and Jefferson County will become the RCO Grant Agreement Primary Sponsor. Exhibit C for a detailed list of these responsibilities.
 - b. Jefferson County will own, operate, and maintain the skate park and after it is completed.
 - c. Jefferson County will consult with the YMCA throughout the design and construction process. Under no circumstances will Jefferson County provide project management, funding, or design and construction services.
4. Definitions:
 - a. Skate park: an approximately 7,500 square foot facility located in the Quilcene Community Park and Campground, 294964 Highway 101 Quilcene, Washington, 98376. See Exhibit A for concept design and Exhibit B for project footprint and location within the park. See Exhibit C for roles and responsibilities of each party in the project.
 - b. County: Jefferson County, Public Works Department, Parks and Recreation Division, 623 Sheridan St., Port Townsend, WA 98368. Phone: (360) 385-9160.
 - c. The Quilcene Skate Park Project: an unincorporated committee in Quilcene, WA consisting of Asa Clifford, Kai Dakers, and Brady McDonald.
 - d. The YMCA: a 501(c)(3) non-profit corporation, Tax ID EIN 91-0652924.
5. This agreement ends when all of the following conditions are met: the skate park is 100% complete, the YMCA is removed from the RCO grant agreement, Jefferson County is officially made the primary sponsor in the RCO grant agreement, and county staff have inspected the skate park and the surrounding area and certified in writing that it is complete and accepted the skate park as it is upon completion without warranty.

6. The skate park will be the property of Jefferson County. There is no transfer of ownership, responsibility or authority associated with this agreement.
7. For the term of this AGREEMENT, except as described in paragraph # 6 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 YMCA, its employees, agents, volunteers, or others, in and about the skate park construction area during the course of construction work being performed by or under the direction of the YMCA, 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.
8. Provided further that, for the term of this AGREEMENT, 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 YMCA, 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 YMCA negligence, or the negligence of the YMCA's agents or employees.
9. For the term of this AGREEMENT, the YMCA indemnifies and hold harmless the County against and from claims arising from the YMCA sole negligence or willful act with respect to, without limitation, the construction of the skate park.
10. Upon the end of this AGREEMENT, as stated in paragraph 5 above, Jefferson County shall assume all responsibility and liability regarding the skate park. By accepting the skate park as complete, Jefferson County releases the YMCA from any and all claims regarding construction of the skate park, and will indemnify, defend, and hold the YMCA harmless from any claim arising from the partnership, management, or use of the skate park. The duties in this paragraph shall survive past the "end" of this AGREEMENT.
11. Jefferson County acknowledges that it is aware of the terms and covenants related to the RCO grant, and that Jefferson County will abide by the terms and covenants of the grant. Jefferson County shall indemnify, defend, and hold the YMCA harmless from any claim arising from the alleged breach of the terms or covenants of the RCO grant, asserted after the end of this AGREEMENT as stated in paragraph 5 above. The duties in this paragraph shall survive past the "end" of this AGREEMENT.
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 YMCA and the County before any litigation is begun. Either party may seek a conference with the County Administrator if discussion and review between the YMCA and County representatives fails to come to a mutually agreeable resolution.
14. Conformance with Laws. The YMCA shall comply with all applicable County ordinances, state statutes, and other government rules and regulations as required by the County under this agreement.
15. Facility Closure and Removal. Jefferson County reserves the right to close or remove the facility for any reason including but not limited to safety concerns, inability to maintain or repair the facility, or the facility reaches the end of its useful life.

IN WITNESS WHEREOF, the Caretaker has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

JEFFERSON COUNTY WASHINGTON

THE YMCA

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Commissioner Date

By: Wendy Bart 10-9-2024
Wendy Bart, CEO Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Gallaway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker for 10/17/2024
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

Exhibit A

Project Concept Design

The design of the Quilcene Skate Park is not complete as of this agreement. This rendering shows the general concept of the elements to be included in the Quilcene Skate Park. The rendering is not the same size or shape as the Quilcene Skate Park. The design is non-motorized only and is inclusive of skateboards, bicycles, scooters, wheelchairs, and roller skates & rollerblades. The design is accessible to people with disabilities and is welcoming and useful to all skill levels. The park elements include: street-style, bowls and vert style 9, bumps, banks, and other features, parking, park pathways, drinking water, other park features such as landscaping, grass areas, picnic table, fencing as needed, partial rain and sun shade cover, limited activity and security lighting.



Exhibit B

Project Footprint and Location Within the Park

This drawing indicates the general location of the approximately 7500 square foot skate park which is adjacent to the north fence of the tennis courts. Access to the skate park will be from a new parking along Washington St. and a new path from the campground. The exact location, size and shape will vary depending on the design and may extend beyond this approximate area, or be smaller than this approximate area.

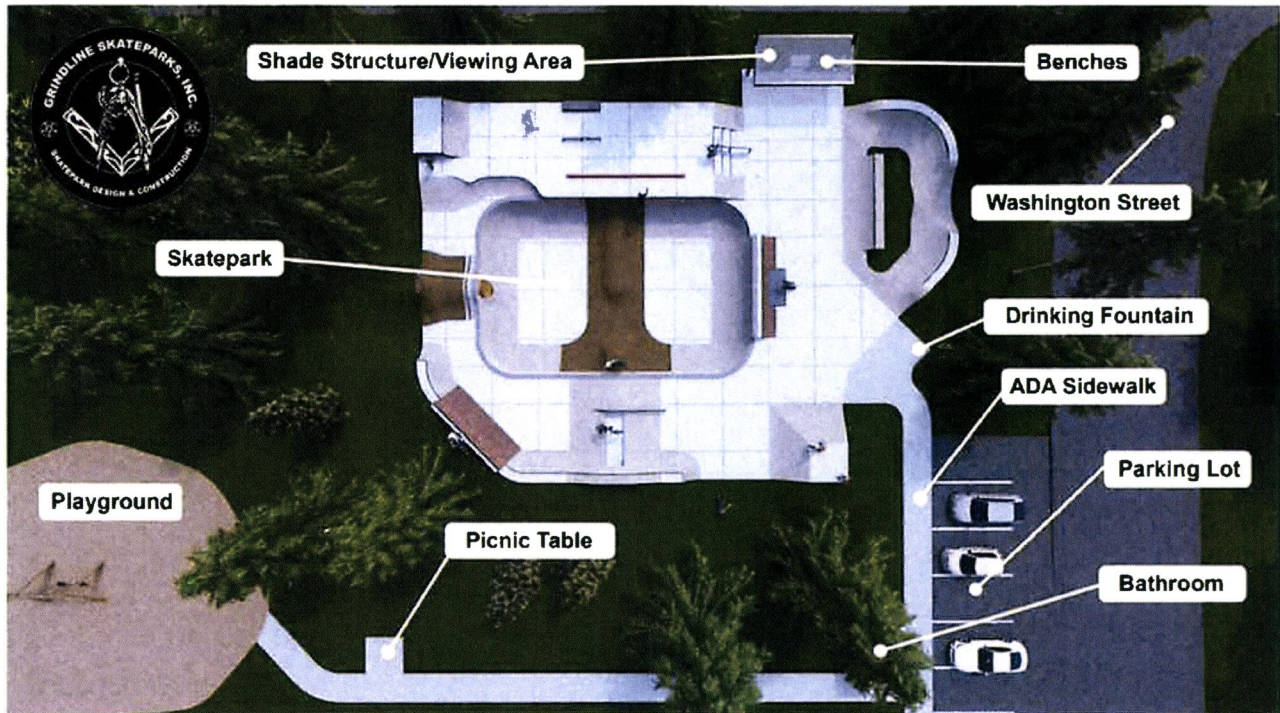


Exhibit C

Funding and Construction Roles and Responsibilities of Each Party

The YMCA Roles and Responsibilities

- Provide 100% of funding for the project.
- Apply for Recreation and Conservation Office (RCO) Community Outdoor Athletic Facility Grant (COAF) as the primary sponsor.
- If successful, manage all aspects of the COAF grant.
- Incorporate input from the County and the general public, and provide project design, specifications, and cost estimates as needed.
- Provide 30%, 60%, 90% and final plans and specifications for the County to review and approve.
- Follow all applicable local, state, and federal laws and rules including RCO and Washington State Public Works project requirements.
- Obtain all permits required for construction.
- Propose a construction schedule, construction plan, and site safety plan for the County to review and approve before construction.
- Management procurement of contractors and equipment per RCO requirements.
- Take control of the site, implement safety measures, and begin construction after receiving written notice to proceed from the County.
- Provide all aspects of construction and project management including construction management and supervision, inspection, site management, and monitoring.
- Manage all aspects of construction finances including bill payment and reimbursement.
- Manage all aspects of the RCO Grant.
- Complete the project and provide a final inspection acceptable to the County.
- After county approval, the YMCA will remove themselves from the project agreement and Jefferson County will become the primary sponsor.
- Manage volunteers per Exhibit D.
- The YMCA will be removed from the RCO Grant agreement upon completion of the project.

County Responsibilities

- Provide a site for the project.
- Consult with the YMCA regarding grant application.
- Support volunteer management per agreement.
- Provide donation agreement.
- Participate in the design process.
- Review plans and specifications provided by the YMCA.
- Provide notice to proceed with construction to the YMCA.
- Consult with the YMCA regarding construction.
- Provide water and toilets during construction.
- Accept full ownership, management and control of the skate park upon the skate park's completion.
- Jefferson County will become the sole and permanent project sponsor after the YMCA is removed from the RCO Grant agreement