

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: February 13, 2023

Subject: Grant of License to *Count Me In for Quilcene* for Use of County Property for Kiosk

Statement of Issue: Public Works requests approval of the attached License to *Count Me In for Quilcene*, a nonprofit corporation, to use a portion of County-owned tax parcel #991-201-101. *Count Me In for Quilcene* intends to use a small portion of the County property (20'x35' License Area) to site a kiosk containing historical, cultural and environmental information along the *Quilcene History and Culture Trail*. The term of the License is from execution of the License until 60 days written termination notice issued by either party.

Analysis/Strategic Goals/Pro's & Con's: The License provides support to *Count Me In for Quilcene* to satisfy the terms of an AARP grant for the *Quilcene History and Culture Trail*. The County previously issued a letter of support for that project and this License further supports the project goals of community engagement and improvement of quality of life in the Quilcene community.

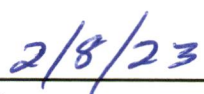
Fiscal Impact/Cost Benefit Analysis: The License does not require *Count Me In for Quilcene* to pay any compensation for use of the County property. The License requires the organization to indemnify and hold harmless the County for any claims, damage or injuries resulting from its use of the Property. The License also requires the organization to maintain the site and remove and restore the property upon termination of the License.

Recommendation: The Board is requested to sign the attached License and return it to Public Works for further processing.

Department Contact: Colette Kostelec, P.E., Right-of-Way Representative, 385-9218.

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Count Me In for Quilcene

Contract No: PW 2023 004

Contract For: License to Use County Property

Term: License execution until 60 days written notice by either party

COUNTY DEPARTMENT: Public Works
Contact Person: Colette Kostelec
Contact Phone: 360-385-9218
Contact email: ckostelec@co.jefferson.wa.us

AMOUNT: \$0

PROCESS:

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

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐ Colette Kostelec 1/18/23
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: ☒ Colette Kostelec 1/18/23
Signature Date

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

✓ Electronically approved by Risk Management on 1/31/2023.

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

✓ Electronically approved as to form by PAO on 2/1/2023.

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

Jefferson County
Department of Public Works
623 Sheridan Street
Port Townsend, WA 98368

Document Title: **License for Use of County Property**
Grantor: Jefferson County, a political subdivision of the State of Washington
Grantee: Count Me In for Quilcene, a Washington Nonprofit Corporation
Legal Description: Quilcene Blk 11 Lots 1, 2, 3
Assessor's Tax
Parcel ID Number: 991-201-101

GRANTOR, Jefferson County, a Washington municipal corporation, to promote community engagement and improve the quality of life in the community of Quilcene, and for no monetary consideration, does hereby grant and convey to **GRANTEE, Count Me In for Quilcene, a Washington Nonprofit Corporation**, a license over, across and upon the real property legally described as Lots 1 through 3, inclusive, Block 11 of the Original Townsite of Quilcene, as per plat recorded in Volume 2 of Plats on page 33, records of Jefferson County; situate in the County of Jefferson, State of Washington (the Property) and, in particular, the 20-foot by 35-foot area shown on Exhibit A attached hereto and by this reference made a part hereof (License Area); subject to the following terms and conditions:

1. Use of License Area for Kiosk; No Representations or Warranties. The License Area may be accessed and used by Grantee for siting and maintenance of a kiosk to highlight cultural, environmental and historical elements along the *Quilcene History and Culture Trail*. Grantor makes no representations or warranties as to the condition of the Property or its suitability for Grantee's permitted uses.
2. Grantee to Acquire Any Required Permits. Grant of this License does not satisfy or guarantee approval of any permits which may be required under Jefferson County Code. It is Grantee's responsibility to acquire all required permits for work on the Property.
3. Ownership of Kiosk; Removal at End of License Term. During the term of this License, Grantee shall retain ownership of the kiosk. Ownership shall not be transferred or assigned without the written permission of Grantor. At the end of the term of this License, Grantee shall remove all improvements installed by Grantee and shall repair any damage resulting from Grantee's use of the Property.

4. No Dumping; Maintenance of the Property. Grantee shall not deposit, or allow to be deposited, any waste material on the Property and shall be responsible for regular monitoring and maintenance of the License Area including, but not limited to, removal of all trash. Grantee shall immediately notify Grantor in the event of any vandalism of Grantee's improvements on the Property.
5. Term of this License. The term of this License commences upon execution of this License and terminates upon sixty (60) days written notice by either party.
6. Shared Use of the Property. During the License term, Grantee shall ensure that the Property (excluding the License Area) remain accessible for use by the Grantor for County purposes. With the exception of the License Area, the Property is not intended for use by the Public.
7. Indemnification. Grantee shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Grantee in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Grantee's liability, including the duty and cost to defend, shall be only for the Grantee's negligence. It is further specifically understood that the indemnification provided constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.
8. Grantor's Contact. The contact person and contact information for Grantor during the term of this License shall be:

Name: Colette Kostelec

Telephone: (360) 385-9218 (direct office line); (360) 302-0028 (cell)

Email: ckostelec@co.jefferson.wa.us

9. Grantee's Contact. The contact person and contact information for Grantee during the term of this License shall be:

Name: President of Count Me In for Quilcene, currently Linda Herzog

Telephone: (206) 794-9449

Email: linda.herzog2@gmail.com

10. Covenants. Grantor covenants that it is the lawful owner of the above-described Property and has authority to convey such License and Grantee covenants that the person signing this License on behalf of Grantee is fully authorized to do so.

THIS LICENSE requires the signature of all parties and shall be considered to have been executed as of the date of the last signature below.

[Signatures on following pages]

Approved this _____ of _____, 2023 by the Jefferson County Board of County Commissioners.

GRANTOR: Jefferson County
Board of County Commissioners
Jefferson County, Washington

Approved as to form only:

By: _____
Greg Brotherton, Chair

By:  February 1, 2023
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

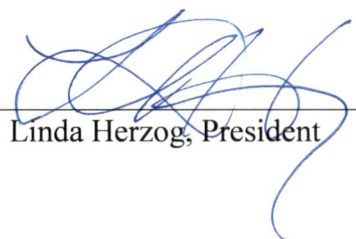
State of Washington
County of Jefferson

This record was acknowledged before me on _____, by Greg Brotherton as the Chair of the Jefferson County Board of County Commissioners.

Notary Public in and for the State of Washington.
My Commission Expires _____

GRANTEE: Count Me In for Quilcene

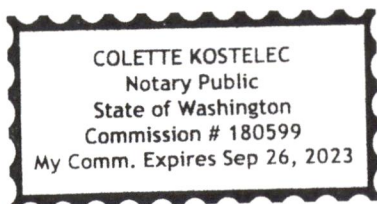
By:



Linda Herzog, President

State of Washington
County of Jefferson

This record was acknowledged before me on February 3, 2023, by Linda Herzog as the President of Count Me In for Quilcene.



Notary Public in and for the State of Washington.

My Commission Expires 9/26/2023

EXHIBIT A

LICENSE AREA

