

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

TO: Board of County Commissioners
FROM: Mark McCauley, County Administrator
DATE: April 14, 2025
SUBJECT: AGREEMENT re: License to Jamestown S'Klallam Tribe (JST) for Temporary Use of County Property

STATEMENT OF ISSUE:

Staff requests approval of the attached License to the Jamestown S'Klallam Tribe for temporary use of the subject county properties to support of their Big Quilcene Floodplain Project.

ANALYSIS:

The License will help the Tribe and the Tribe's contractor during its Floodplain Phase of the Big Quilcene River Bridge and Floodplain Project. The County has supported floodplain control and Salmon enhancement on the Big Quilcene River for many years, partnering with the Tribe, the Hood Canal Salmon Enhancement Group and others. Approving this License will allow for an on-time start to the Floodplain Phase

The County obtained all of the subject parcels for flood control and is not using any of them for another purpose, so there will be no impact to County operations.

FISCAL IMPACT:

There is no fiscal impact at this time.

RECOMMENDATION:

Approve the attached Amended License.

REVIEWED BY:


Mark McCauley, County Administrator

4/18/25
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Jamestown S'Klallam Tribe

Contract No: PAO-013

Contract For: License to Support Floodplain Project

Term: Until July 1, 2026

COUNTY DEPARTMENT: BoCC

Contact Person: Philip Hunsucker

Contact Phone: 360-385-9219

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

AMOUNT: None

Revenue: \$0

Expenditure: \$0

Matching Funds Required: \$0

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: License for Use of Property

APPROVAL STEPS:

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

CERTIFIED: ☐ N/A: ☒

P.C. Hunsucker

Signature

April 18, 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: ☒

P.C. Hunsucker

Signature

April 18, 2025

Date

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

Electronically approved by Risk Management on 4/18/2025.

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

Electronically approved as to form by PAO on 4/18/2025.
Drafted by PAO.

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

Return to:

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

Document Title:	License for Use of County Property Identified by Assessor's Tax Parcel ID Numbers 991200401, 991200407 and 991200505
Grantor:	Jefferson County, a political subdivision of the State of Washington
Grantee:	Jamestown S'Klallam Tribe, and their Contractor(s) for the Floodplain Phase
Properties and Purposes:	See <u>Exhibit A</u> for details.

GRANTOR, Jefferson County, a Washington municipal corporation, for valuable consideration, does hereby grant and convey to GRANTEE, Jamestown S'Klallam Tribe JST, a license over, across and upon the Properties described above and depicted in Exhibit A for the purpose of log storage for Grantee's Big Quilcene River Floodplain Phase, subject to the following terms and conditions:

1. Use of Properties for Construction Staging.

The Properties may be accessed and used by Grantee for Grantee's Big Quilcene River Floodplain Phase.

2. No Representations or Warranties.

Grantor makes no representations or warranties as to the condition of the Property or its suitability for Grantee's permitted uses.

3. No Dumping; Required Site Restoration.

Grantee shall not deposit, or allow to be deposited, any waste material or hazardous substances on the Properties and, prior to the termination date of this License, shall remove all personal property and repair any damage caused by Grantee's use of the Property.

4. Term of this License.

The term of this License shall commence upon execution of this License and ends on July 1, 2026. The license for log storage approved by the Jefferson County Board of Commissioners on March 10, 2025 shall terminate upon the effective date and shall be replaced by this License.

5. 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 License, except for injuries and damages caused by the sole negligence of the County. If it is determined by a court of competent jurisdiction or by a mutually agreed arbitration proceeding that this License 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.

Consistent with applicable law and statutes of limitations, this Section 5 survives the expiration of this Agreement with respect to actions which have occurred prior to termination of this Agreement only. The County and JST enter into a limited mutual waiver of their respective sovereign immunities for the sole and limited purposes of enforcing the indemnity in this Section 5 and for no other purpose.

6. Excise Tax.

Leasehold excise tax, if applicable, shall be paid by Grantee at the time of payment of the consideration identified above.

7. Grantor's Contact.

The contact person and contact information for Grantor during the term of this License shall be:

Chair, Board of County Commissioners
Box 1220
Port Townsend, WA 93868
Telephone: (360) 385-9210
Email: mthurston@co.jefferson.wa.us

8. Grantee's Contact.

The contact person and contact information for Grantee during the term of this License shall be:

Randy Johnson
Habitat Program Manager
Jamestown S'Klallam Tribe
1033 Old Blyn Hwy, Sequim, WA 98382
Phone: (360) 460-2309
Email: rjohnson@jamestowntribe.org

9. 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.

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 ARE ON THE FOLLOWING PAGES)

Approved this ____ day of April 2025 by the Jefferson County Board of County Commissioners.

GRANTOR: Jefferson County Board of
Commissioners Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair

Approved as to form only:

 April 18, 2025

Philip C. Hunsucker Date

State of Washington
County of Jefferson

This record was acknowledged before me on the on this _____ day of March, 2025 by Heidi Eisenhour as the Chair of the Jefferson County Board of Commissioners.

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

Grantee: Jamestown S’Klallam Tribe
for use by its contractors for the Floodplain Phase

By: _____
W. Ron Allen, Tribal Council Chairman

This record was acknowledged before me on the on this _____ day of April, 2025 by W. Ron Allen,
Tribal Council Chair on behalf of Jamestown S’Klallam Tribe.

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

Exhibit A – Properties and Purposes

Properties for use for log storage in Quilcene, WA:	991200401 (approximately 0.38-acre vacant lot at the corner of Rodgers Street and Fremont Avenue, Quilcene, WA); 991200407 (approximately 0.89-acre vacant lot off Rodgers Street, Quilcene, WA) and, 991200505 (approximately 0.52-acre vacant lot off Fremont Avenue, Quilcene, WA) A diagram showing these properties is attached as Exhibit B.
Properties to construct a private road and bridge to the Bonneville Power Administration's Fairmont No. 2 Substation (including excavation) and create a 0.4-acre staging area in Quilcene, WA:	000000250 (approximately 1-acre north of the eastern end of Muncie Ave, Quilcene, WA); 991201403 (approximately 0.7-acres north of the eastern end of Muncie Ave, Quilcene, WA); 991201402 (approximately 0.9-acres adjacent to the eastern end of Fremont Ave, Quilcene, WA); 991201202 (approximately 2-acres adjacent to Fremont Ave, Quilcene, WA); 000000230 (approximately 1.8-acres at Fremont Ave, Quilcene, WA); and, 991201302 (approximately 2.0-acres adjacent to the eastern end of Fremont Ave, Quilcene, WA), A diagram showing these properties is attached as Exhibit C.

Exhibit B

Exhibit C

