

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: April 17, 2023

Subject: HJ Carroll Park Caretakers Agreement

Statement of Issue:

The current HJ Carroll Park caretaker agreement expires on June 5, 2023. The caretaker has requested a six-month extension. The extended caretaker agreement is ready for approval by the BoCC.

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

The HJ Carroll Park Caretaker has done excellent work for the past 8 months. Extending the agreement is beneficial to the County. HJ Carroll Park is one of the best-used and most significant recreational resources in Jefferson County. Studies show that parks have economic, health, safety, and community resiliency benefits. The caretaker program provides extensive supervision and maintenance for this valuable park resource. The program has been extremely successful since the inception of HJ Carroll Park.

Fiscal Impact/Cost Benefit Analysis:

The agreement is for park services valued at \$5,477 in exchange for the use of the caretaker site including utilities, of equal value. The caretaker's services are critical to the operation of the park, and include monitoring, maintenance, and event management.

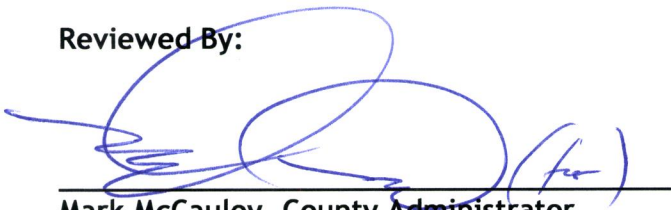
Recommendation:

Approve the agreement and return two copies to Public Works.

Department Contact:

Matt Tyler. 385-9129

Reviewed By:


Mark McCauley, County Administrator

Date

4.10.23

JEFFERSON COUNTY
CARETAKER AGREEMENT

THIS CARETAKER AGREEMENT (this "Agreement") is made between Dustin Willis (the Caretaker), and Jefferson County, State of Washington (the "County").

PURPOSE: The purpose of this Agreement is to provide the terms, covenants and conditions under which the Caretaker will provide services to the County at HJ Carroll Park located at 9884 Rhody Drive, Chimacum, Washington (the "Facility").

SECTION ONE—DUTIES OF CARETAKER. The duties of the Caretaker are listed in Exhibit A. The Caretaker shall perform the duties listed in Exhibit A in a conscientious and workmanlike manner.

SECTION TWO—TERM OF AGREEMENT. The term of this Agreement shall be a period of six months beginning June 6, 2023 and ending December 6, 2023, subject to earlier termination as provided in this Agreement. This Agreement is renewable by mutual agreement of both parties. The total duration of personal services at the Facility by the Caretaker shall not exceed three years. The Caretaker shall request in writing said renewal not less than sixty (60) days prior to the expiration of this Agreement. This Agreement is subject to a six-month trial period after which either party may terminate this Agreement for any reason.

SECTION THREE—COMPENSATION TO CARETAKER. The County shall provide for the items listed in Exhibit B.

SECTION FOUR—CARETAKER IS INDEPENDENT CONTRACTOR. The Caretaker is an independent contractor with respect to the County and is not an employee of the County. The Caretaker shall receive none of the benefits available to Jefferson County employees, including but not limited to: vacation time, sick leave, personal holiday, medical insurance, dental insurance, vision insurance, etc.

SECTION FIVE—INDUSTRIAL INSURANCE PROVIDED TO CARETAKER. The County shall carry industrial insurance coverage on the Caretaker.

SECTION SIX—CARETAKER'S LACK OF AUTHORITY TO ENTER INTO CONTRACTS ON BEHALF OF THE COUNTY. Notwithstanding anything herein contained to the contrary, Caretaker shall not have the right to make any contracts or commitments for or on behalf of the County without first obtaining the written consent of the County.

SECTION SEVEN—ENTIRE AGREEMENT. No representation or promise not expressly contained in this Agreement has been made. The parties to this Agreement further acknowledge that they are not entering into this Agreement based on any promise or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes any prior agreement with respect to those subjects embraced within this Agreement. This Agreement memorializes the entire agreement of the parties.

SECTION EIGHT—MODIFICATION OF THIS AGREEMENT. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the parties.

SECTION NINE—TERMINATION. This Agreement may be terminated by either party for any reason upon twenty-eight (28) day's written notice to the other. In the event of any violation by the Caretaker of any of the terms of this Agreement, the County thereon may terminate this Caretaker Agreement with notice and with compensation only to the date of such termination. Upon written notice from the County to the Caretaker that the County intends to terminate this Agreement based upon the Caretaker's breach of this Agreement the Caretaker shall have seven (7) days to cure or remedy the alleged breach to the satisfaction of the County's Public Works Department or that Department's designated representative. In the event of a severe breach of this Agreement as determined by that Department's designated representative, the County may prohibit the Caretaker from carrying out the day to day duties of the Caretaker described in this Agreement at anytime deemed necessary by the County.

SECTION TEN—PHYSICAL DEMANDS. The physical demands described in this Agreement are representative of those that must be met by the Caretaker to successfully perform the essential functions of the Caretaker position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the Caretaker's duties, the Caretaker is exposed to outside weather conditions. The Caretaker's duties require sufficient physical ability and mobility to perform heavy and light labor, occasionally lifting and/or moving objects up to 35 pounds. Tasks regularly include walking, standing, stooping, reaching, lifting, and repetitive motion. A good sense of smell, normal range of vision and hearing are required. Common eye, hand and finger dexterity is required for most essential functions.

SECTION ELEVEN—SEVERABILITY. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

SECTION TWELVE—CHOICE OF LAW, VENUE FOR DISPUTES AND LEGAL FEES. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert than any state law other than Washington law applies to the governance or construction of this Agreement. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050. Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs.

SECTION THIRTEEN—SAFETY POLICY. It shall be a condition of this Agreement that the Caretaker shall follow all relevant state and federal workplace safety requirements to include

compliance with the County's safety directives and policies. The Caretaker shall be provided with not less than two (2) hours of training with respect to the County's Safety Policy.

SECTION FOURTEEN - INDEMNIFICATION AND HOLD HARMLESS. The Caretaker 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 Camp Host. In case of suit or cause of action shall be brought against the County on the account any act, action, neglect, omission, or default on the part of the Camp Host, the Camp Host hereby agrees and covenants to appear and assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses, and any and all judgments that may be incurred or obtained against the County. In the event the County is required to institute legal action and or participate in legal action to enforce this indemnification and hold harmless clause, the Camp Host agrees to immediately notify Jefferson County in writing of any claim or suit against the County to which this paragraph applies. The indemnification provisions have been mutually negotiated between the parties. This section shall survive the expiration or termination of this Agreement.

SECTION FIFTEEN—INSURANCE. The Caretaker shall carry and shall provide proof of insurance with the following limits for the duration of this Agreement:

1. General liability insurance with not less than the following limits of coverage: \$500,000 combined single limit occurrence of bodily injury and property damage. This liability insurance policy shall have a forty-five (45) day cancellation notice in the event of termination or material modification of coverage.
2. Automobile liability insurance in the following amounts for their personal vehicles

Third party liability:	Not less than \$100,000/\$300,000
Property damage:	Not less than \$50,000
Personal injury protection:	Not less than the statutory minimum
Uninsured/underinsured:	Not less than is obtained by the Caretaker for third party liability
3. Motor home insurance (actual cash value) and "Homeowner's" or "Renter's" insurance against loss or liability with respect to the Caretaker's mobile residences. Said insurance policies will be primary to any insurance or self-insurance held by the County.

The Caretaker shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced.

Proof of insurance shall be in the form of a certificate of insurance naming the County as "additional insured."

County shall be informed 45 days in advance of any change in insurance, policy limits, or carriers.

Said insurance shall be primary to any insurance or self-insurance held by the County.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any insurance policy the Caretaker shall provide to comply with this Agreement.

The Caretaker's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the Caretaker's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

SECTION SIXTEEN—ANTI-HARASSMENT AND DISCRIMINATION. Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Caretaker shall comply with the Jefferson County Personnel Administration Manual, Appendix F Anti-Harassment Policy and Procedures.

SECTION SEVENTEEN—DRUG USE POLICY. While performing services under this Agreement, the use of illegal drugs, alcohol, or controlled substances on the County property or premises is strictly prohibited. The Caretaker's employees shall not perform services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.

SECTION EIGHTEEN—ETHICS. It shall be a condition of this Agreement that the Caretaker comply with the Jefferson County Personnel Administration Manual, Appendix B Code of Ethics Policies and Procedures.

SECTION NINETEEN—PERSONAL PROPERTY. All personal property belonging to the Caretaker shall be removed by the Caretaker by the end of the term of this Agreement.

SECTION TWENTY—BACKGROUND CHECK. Prior to beginning the duties of this Agreement, the Caretaker shall be required to complete and pass a Washington State Patrol fingerprint identity and criminal history check. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check.

SECTION TWENTY-ONE—SIGNATURES. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement will have the same force and effect as if all the parties had signed the original. The parties agree that facsimile and electronic signatures will have the same force and effect as original signatures.

SECTION TWENTY-TWO—LIMITS ON WAIVERS OF DEFAULT. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted.

SECTION TWENTY-THREE—PUBLIC RECORDS ACT. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Caretaker agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Caretaker also agrees that upon receipt of any written public record request, the Caretaker shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW (as may be amended).

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement at Port Townsend, Washington on this, the _____ day of _____, 20__.

Executed by the Caretaker _____, 20__


Caretaker

DUSTIN WILLIS
Print Name

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Kate Dean, District 1

Heidi Eisenhour, Chair, District 2

Greg Brotherton, District 3

Approved as to form only this 4th
day of April, 2023.

 04/06/2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

 4.7.23
Monte Reinders, P.E. Date
Public Works Director/County Engineer

EXHIBIT A
Jefferson County
Duties of the Caretaker

1. Serve as vital team members within Jefferson County Parks and Recreation. Accept and agree to the general management of the Parks and Recreation Manager, and the supervision of the Parks Maintenance III Lead, or designated representative of that agency, and comply with stated duties of this Agreement, and other duties as assigned from time to time. Communicate regularly with supervisor: fill out timecard every workday; and submit it weekly on Mondays by 8am. Send a short report via email on Mondays by 8am summarizing how the weekend went, any issues with events or park-users, and maintenance concerns or questions.

2. The should be on-duty, and available to monitor, supervise and or work at the park throughout the entire day, five days per week. Short term coming and going throughout on-duty days is expected and beneficial. The Caretaker is expected to be off-duty (either at the park or away from the park) on Tuesday and Wednesday of each week, during which time they will not complete any caretaker service, including monitoring or supervision.

3. Within 30 days of the initiation of this agreement, the caretaker may propose an annual schedule of no more than 20 vacation days. The Parks and Recreation Manager has the authority to approve, deny, or modify the proposal based on the needs of the park, and the availability of staff. Modifications to the approved vacation schedule can be proposed no less than 30 days in advance and are also subject to the approval of the Parks and Recreation Manager. Off duty time will occur in blocks of a maximum of two weeks in any given calendar month.

4. Supervise, provide customer service, and monitor H.J. Carroll Park in coordination with supervisor, on a self-directed basis. Monitoring includes watching over the park and addressing maintenance issues as they arise. Customer service includes establishing positive relationships with park users, providing information, assisting with issues as they arise, and making park users feel welcome, respected, and appreciated. Supervision includes interacting with and educating park patrons, and contacting staff or law enforcement as needed. Value: \$726

5. Maintain designated Caretaker's area in a neat and orderly manner, e.g., mow the grass, weed and edge landscaped areas within the Caretaker's area in coordination with supervisor, on a self-directed basis. Modifications to the Caretaker is a such as placing decorations on the fence, changing the landscaping, or altering utility hook-ups are not allowed. Value: \$363

6. Clean all garbage off the ground on a daily basis. Empty garbage cans in the entire park including the disc golf course as needed. Garbage cans should be emptied on the day before the dumpster is emptied (Thursdays), and on Monday for the start of the week. Cans must be emptied prior to events and between events. Garbage cans must be monitored during events and emptied as needed. \$1,089

7. Complete a thorough restroom cleaning on Monday mornings. Additional thorough restroom cleaning may be required either occasionally or on a regular basis due to staffing issues, or seasonal increases in park use. Monitor restrooms every working day based on park use levels, and do cursory cleaning including sweeping, stocking and wiping of surfaces, as needed, and every work-day evening just before the restrooms are locked. Value \$1,089

8. Provide four hours of varied maintenance work per week based on direction by staff send via email on Monday mornings. Maintenance work could include, but are not limited to: weeding, mulching, pruning, pressure washing, string trimming, surfacing, hedge trimming, mowing, repairing fencing, cleaning, painting; and minor building maintenance and repair. Value: \$1,452

9. Check the park reservation calendar every evening. Based on the park reservation calendar, post the reservation sandwich board, configure and prepare the facility for events, welcome and orient event organizers as needed, and be available to assist before and during events. Passively supervise events for rule compliance and provide education and guidance as needed. Clean up and re-configure after each event. Value: \$726

10. The total value of the Caretaker's duties is \$5,477 for the term of this Agreement. See table for details.

EXHIBIT B
Jefferson County
Compensation to the Caretaker

As part of this Agreement as the Caretaker of the Park, County shall provide for the Caretaker, and the Caretaker shall accept from the County, in full payment for Caretaker' services the following:

1. Fenced Caretaker' area with yard, gated access drive, and shed, on which to place and reside in their recreational vehicle, tiny home, or other portable structure. Caretaker' area is 7,250 square feet. An external storage shed is allowed, but is not to exceed 100 square feet. Value: \$605/month or \$3,751 for the term of this Agreement.

2. Caretaker may keep up to two (2) vehicles used for regular transportation at the Caretaker' site. Additional vehicles such as boats, utility trailers, or other recreational vehicles may not be stored at the site. Value: \$28/month or \$174 for the term of this Agreement.

3. County shall provide at no expense: propane, electricity, water, septic, and garbage service. Value: propane \$75/month; electricity \$60/month; water \$35/month; septic \$45/month; garbage \$23/month or \$1,476 for the term of this Agreement.

4. Caretaker shall be responsible for providing their telephone carrier, long distance service, cable service, and Internet services as desired. WAVE cable broadband, high speed Internet and cable TV access is available on site but must be activated and paid for by the Caretaker under the Caretaker' personal account with WAVE cable.

5. Total value of compensation to Caretaker: \$5,400 for the term of this Agreement. See table for details.

EXHIBIT C
Jefferson County Intervention Policy

**LAW ENFORCEMENT WILL BE DONE BY THE JEFFERSON COUNTY SHERIFF,
NOT THE CARETAKER**

1. The Caretaker may in a friendly manner: introduce themselves, greet and assist park visitors, answer questions, and explain regulations in an open manner. The Caretaker may distribute copies of maps, rules and brochures, may assist in locating a part of the park, and will be familiar with points of interest and location of services that might be of interest to the visitor. The Caretaker may assist in park public relations, education activities, and special events. The Caretaker will wear their badges and at least one garment or cap with a Parks and Recreation Logo while interacting with the public.

2. The Caretaker will not attempt to discipline or apprehend any park user. Caretaker will report any minor disturbance or breaking of rules to the Parks and Recreation Manager. Major issues, crime, or serious emergencies will be reported to the Jefferson County Sheriff directly.

3. The Caretaker is to inform visitors of rules and regulations. If the park users seem cooperative, the Caretaker can ask them to correct the situation in a non-confrontational way. If the park users do not comply after one reminder or intervention, the Caretaker is prohibited from making any further contact with that visitor. The intervention and issue should be documented in the weekly report for follow up by staff or the Jefferson County Sheriff.

4. In the event of an uncooperative visitor, a visitor that makes the Caretaker uncomfortable in any way, or any unpredictable situation, the Caretaker will leave the situation immediately and contact the appropriate party.

5. The Caretaker will never approach a vehicle after dark. A light may be shone on the vehicle from a significant distance. If the visitor's vehicle is vacant and a rule is being violated, the Caretaker may leave written notice using the pre-printed notice book.

6. Per this Agreement, the Caretaker must follow County personnel policy including: SECTION SIXTEEN, ANTI-HARASSMENT AND DISCRIMINATION - Appendix F Anti-Harassment Policy and Procedures, and SECTION SEVENTEEN, ETHICS - Appendix B Code of Ethics Policies and Procedures.