

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: February 6, 2023

Subject: Gibbs Lake County Park Caretakers Agreement

Statement of Issue:

Caretaker Cher Albright helps maintain and supervise Gibbs Lake County Park. Duties of the caretaker include trash pick-up and hauling, mowing, brushing, parking lot maintenance, trail maintenance, general park supervision, and building maintenance. The agreement for provision of these services is ready for renewal.

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

The caretaker program is a success. At approximately twice the size of Fort Worden State Park, Gibbs Lake Parks is a major recreational and ecological asset. Use of Gibbs Lake tripled between 2010 and 2020 yet the park is consistently maintained in good condition at a reasonable cost. The supervision and monitoring provided by the live-on-site caretaker helps both maintain a peaceful park, and protect the environment.

Fiscal Impact/Cost Benefit Analysis:

The County will provide the caretaker with a residence, garage, septic service, fresh water, and industrial insurance valued at \$18,887/year. In exchange, the County will receive 25 hours/week of skilled labor resulting in a clean, safe, and well-maintained park.

Recommendation:

Approve the agreement and return three signed copies to Public Works.

Reviewed By:



Mark McCauley, County Administrator

Date

1/24/23

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Cher Albright

Contract No: PW 2023-001

Contract For: Gibbs Lake Park Caretaker Services

Term: March 3, 2023 to March 2, 2024

COUNTY DEPARTMENT: Public Works

Contact Person: Matt Tyler

Contact Phone: 360-385-9129

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

AMOUNT: \$18,887

Revenue: N/A

Expenditure: N/A

Matching Funds Required: N/A

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: Renewal of Existing

APPROVAL STEPS:

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

CERTIFIED: ☐ N/A: ☒

Matthew Tyler
Signature

1/9/23
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 Tyler
Signature

1/9/23
Date

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

✓ Electronically approved by Risk Management on 1/10/2023.

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

✓ Electronically approved as to form by PAO on 1/19/2023.
Standard Caretaker Agreement language.

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
CARETAKER AGREEMENT

THIS CARETAKER AGREEMENT (this “Agreement”) is made between Cher Albright (“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 Caretaker will provide services to the County at Gibbs Lake County Park, 981 Gibbs Lake Road, Chimacum, Washington (the “Facility”).

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

SECTION TWO—TERM OF AGREEMENT. The term of this Agreement shall be a period of 1 year beginning March 3, 2023 and ending March 2, 2024, subject to earlier termination as provided in this Agreement. This Agreement is renewable by mutual agreement of both parties. Caretaker shall request in writing said renewal not less than sixty (60) days prior to the expiration of this Agreement.

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

SECTION FOUR—CARETAKER IS INDEPENDENT CONTRACTORS. The Caretaker is independent contractors with respect to the County and are not employees of the County. The Caretaker shall receive none of the benefits available to other 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 THE CARETAKER. The County shall carry industrial insurance coverage on the Caretaker.

SECTION SIX—CARETAKER’ 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 of 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 that 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 and all claims, injuries, damages, losses or suits including attorney’s fees, arising out of or resulting from the acts, errors or omissions of the Caretaker 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 that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Caretaker and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Caretaker’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Caretaker’s negligence. The Caretaker 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. The obligations in this paragraph shall survive termination of this Agreement.

SECTION FIFTEEN—INSURANCE. 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. “Renter’s” insurance against loss or liability with respect to the Caretaker’ residence. 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 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).

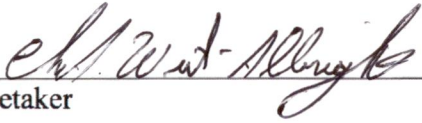
SECTION TWENTY-FOUR – PETS. The Caretaker may keep one dog, which will be kept on a leash and prevented from creating a nuisance by barking. The Caretaker will not board any dog not belonging to the Caretaker for any period.

SECTION TWENTY-FIVE-EQUIPMENT AND VEHICLES. The Caretaker may use the outside grounds of the Caretaker’s area to store one vehicle, one kayak, firewood, one canoe, one small aluminum boat and two bicycles. The Caretaker may store inside the garage one vehicle, tools, supplies, and lawn tractor. Firewood must be stored in an organized fashion.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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.

Executed by the Caretaker 1/23, 2023


Caretaker

Cher A. West-Albright
Print Name

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Kate Dean, District 1

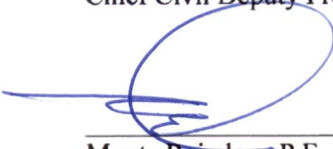
Heidi Eisenhour, District 2

Greg Brotherton, District 3

Approved as to form only:

 January 19, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

 1/24/23
Monte Reinders, P.E. Date
Public Works Director/County Engineer

Jefferson County
Caretaker Agreement for Gibbs Lake Park

EXHIBIT A

Duties of the Caretaker

1. Be at the Gibbs Lake Park site during hours of darkness and on weekends (normal coming and going at different hours is allowable, as long as no definite pattern is established). The Parks and Recreation Manager or delegate must be notified by the Caretaker if the Caretaker is planning to be away from the park for more than a forty-eight (48) hour interval.
2. Monitor the condition of the trails, parking lots, signs, kiosks, challenge course, beaches, and buildings and report any maintenance or repair issues to as soon as possible.
3. Maintain designated Caretaker's area (residence, garage, dock, boathouse, and grounds of these buildings) in a park-like, neat and orderly manner, e.g., mow the grass, weed and edge, and keep free of litter or accumulation of debris; day to day maintenance of the water system including adding salt to the water softener and changing the water filter.
4. Pick up litter within the park, inspect the kiosks and parking lots on a daily basis. Inspect the toilet once a day, and clean it two times per week.
5. Using a backpack blower or a rake, clean the park trails and interior access roads of leaves and small branches as needed and as time allows. Inspect the trails for blockages by downed trees as needed and report immediately. Noisy equipment such as the string trimmer and the backpack blower should only be used on weekdays between the hours of 10am and 4pm.
6. Call the Jefferson County Sheriff or Jefferson County Parks and Recreation Staff as needed if anything out of the ordinary is observed or heard, but under no condition or situation will the Caretaker attempt to personally apprehend the person(s) so acting.
7. Monitor and maintain the beach area and the parking lots including regular trash pick-up, mowing, and supervision.

8. Accept and agree to the general supervision of the County Department of Public Works or designated representative of that agency and complies with stated duties of the Agreement and other duties as assigned to him/her from time to time.
9. Caretaker will maintain current certification in CPR/AED, and First Aid.
10. Caretaker shall not make any changes to the Caretaker's residence, garage, or other buildings, property or natural habitat including but not limited to: utility work, modification of walls or fixtures, changing landscaping, road construction or maintenance, and cutting of downed or standing wood without written permission from the Parks and Recreation Manager.
11. Other duties as assigned.
12. Total weekly workload not including passive monitoring is 25 person hours per week. The total weekly work hours shall be reported to the County for Workers Compensation Insurance purposes. Volunteers report hours monthly in an email or handwritten report.
13. Using the rate of \$14.49/hour, the value of the duties of the Caretaker is \$18,887

Jefferson County
Caretaker Agreement for Gibbs Lake Park

EXHIBIT B

Provided to the Caretaker

County shall provide for Caretaker, and Caretaker shall accept from the County, in exchange for Caretaker's services the following:

1. Occupancy of caretaker house, garage, boathouse, fenced grounds, and dock. Value: \$17,087/year.
2. County shall provide at no expense to Caretaker: garbage service, water service, and septic service needed for one family. Value: \$1,800/year.
3. Caretaker shall be responsible for energy costs including electrical and propane service.
4. Caretaker shall be responsible for providing Caretaker's telephone carrier and long distance service.
5. Caretaker shall not engage in any commercial or for-profit enterprise on the designated Caretaker area.
6. Total Compensation to the Caretaker: \$18,887/year

Jefferson County
Caretaker Agreement for Gibbs Lake Park

EXHIBIT C

Intervention Policy

1. The Caretaker may in a friendly manner: introduce self, greet and assist park visitors, answer questions and explain regulations in an open and friendly manner. The Caretaker may distribute copies of maps, rules and brochures, may assist in locating a part of the park, 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 county badge 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. The 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. LAW ENFORCEMENT WILL BE DONE BY THE JEFFERSON COUNTY SHERIFF, not the Caretaker.
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 friendly manner. If the park users do not comply after one friendly reminder or intervention, then the Caretaker is prohibited from making any further contact with that visitor. The Caretaker must keep in mind that they may not receive immediate response from law enforcement.
4. In the event of an uncooperative visitor, a visitor that makes the Caretaker uncomfortable in any way, or in any unpredictable situation, the Caretaker will leave the situation immediately and contact the appropriate party.
5. 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 the 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.
7. A class 2 high visibility vest will be worn whenever caretaker is on a road or in a parking lot.

EXHIBIT D

Jefferson County

Caretaker Agreement for Gibbs Lake Park

Maintenance Equipment, Supplies, and Expenses Provided by the County

1. A backpack blower.
2. Supplies required for the freshwater supply system including water softener supplies and filters.
3. A riding lawn mower and string trimmer will be provided by the county after the mower and string trimmer owned by the caretaker is no longer serviceable.
4. Fuel, oil, and supplies to operate all power equipment owned by the County.
5. Maintenance of County owned power equipment.
6. Hand saws and pruning saws.
7. Personal protective equipment required for park maintenance work.

Maintenance Equipment, Supplies, and Expenses Provided by the Caretaker

1. The Caretaker will continue to use the riding mower and string trimmer owned by the Caretaker until this equipment is not serviceable at which time the County will provide a riding lawn mower and a string trimmer.
2. Caretaker will provide the following equipment at their cost: chainsaw (for approved use only), shovels, rakes, loppers, shears, digging bar, post hole digger, tarp, wheel barrow, garbage cans and buckets, and other miscellaneous hand tools.
3. Caretaker will provide maintenance of caretaker owned equipment.