

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: March 18, 2024

Subject: Oak Bay Campground Camp Host Agreement

Statement of Issue:

The Oak Bay camp host position became vacant in October of 2023. The position was widely advertised and a successful recruitment process has been completed. The camp host agreement is ready for approval by the BoCC.

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

The Oak Bay camp host program is a long-term success. The camp hosts provide valuable services such as cleaning restrooms, preparing campsites, greeting campers, offering local information, checking for payment, and educating campground users about the rules. Camp hosts are on-duty on weekends, holidays, and in the evenings. The program is valuable and well established.

Fiscal Impact/Cost Benefit Analysis:

The camp hosts work 16 people hours per week not including passive monitoring and customer service. This work is valued at \$8,075 per year. In exchange, the county provides equally an equally valued campsite with water, power, garbage service and black tank pumping not to exceed \$200 per month.

Recommendation:

Approve the agreement and return 3 signed copies to Public Works.

Department Contact:

Matt Tyler, 385-9129

Reviewed By:


Mark McCauley, County Administrator

3/13/24
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Terry Taylor and Susan Cartmel Taylor

Contract No:

PW2024-041

Contract For: Oak Bay Campground Camp Host Services Term: April 1, 2024 to October 31, 2024

COUNTY DEPARTMENT:	Public Works
Contact Person:	Matt Tyler
Contact Phone:	360-385-9129
Contact email:	mt Tyler@co.jefferson.wa.us

AMOUNT: \$8,075

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: Camp Host Recruitment |

APPROVAL STEPS:

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

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

3/6/24

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
Signature

3/6/24

Date

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

✓ Electronically approved by Risk Management on 3/8/2024.

Please edit to remove duplicate language - equally appears twice in the same sentence in the fiscal impact section.

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

✓ Electronically approved as to form by PAO on 3/8/2024.
Standard, pre-approved camp host agreement.

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
VOLUNTEER CAMP HOSTS AGREEMENT

THIS VOLUNTEER CAMP HOSTS AGREEMENT (this "Agreement") is made between Terry Taylor and Susan Cartmel Taylor (collectively "Camp Hosts") and Jefferson County, State of Washington (the "County").

PURPOSE: The purpose of this Agreement is to provide the terms, covenants and conditions under which Camp Hosts will provide services to the County at Upper and Lower Oak Bay Campground, 290 Cleveland St & 301 Portage Way, Port Hadlock, Washington (the "Facility").

SECTION ONE—DUTIES OF CAMP HOSTS. The duties of the Camp Hosts are listed on Exhibit A. The Camp Hosts 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 one year beginning April 1, 2024 and ending October 31, 2024 subject to earlier termination as provided in this Agreement. This Agreement is renewable by mutual agreement of both parties. Camp Hosts shall request in writing said renewal not less than sixty (60) days prior to the expiration of this Agreement.

SECTION THREE—COMPENSATION TO CAMP HOSTS. The County shall provide the items listed in Exhibit B, as full payment for Caretakers services. Services performed before the date this Agreement was signed are hereby ratified.

SECTION FOUR—CAMP HOSTS ARE INDEPENDENT CONTRACTORS. The Camp Hosts are independent contractors with respect to the County and are not employees of the County. The Camp Hosts 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 CAMP HOSTS. The County shall carry industrial insurance coverage on the Camp Hosts.

SECTION SIX—CAMP HOSTS' LACK OF AUTHORITY TO ENTER INTO CONTRACTS ON BEHALF OF THE COUNTY. Notwithstanding anything herein contained to the contrary, Camp Hosts 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 Camp Hosts of any of the terms of this Agreement, the County thereon may terminate this Camp Hosts Agreement with notice and with compensation only to the date of such termination. Upon written notice from the County to the Camp Hosts that the County intends to terminate this Agreement based upon the Camp Hosts' breach of this Agreement the Camp Hosts 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 Camp Hosts from carrying out the day-to-day duties of the Camp Hosts 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 Camp Hosts to successfully perform the essential functions of the Camp Hosts position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the Camp Hosts' duties, the Camp Hosts are exposed to outside weather conditions. The Camp Hosts' 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 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 Camp Hosts shall follow all relevant state and federal workplace safety requirements to include

compliance with the County's safety directives and policies. The Camp Hosts 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 Camp Hosts 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 Camp Hosts 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 Camp Hosts and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Camp Hosts' liability, including the duty and cost to defend, hereunder shall be only to the extent of the Camp Hosts' negligence. The Camp Hosts agree 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. Camp Hosts 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 Camp Hosts 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 Camp Hosts' mobile residences. Said insurance policies will be primary to any insurance or self-insurance held by the County.

The Camp Hosts 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 Camp Hosts shall provide to comply with this Agreement.

The Camp Hosts' 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 Camp Hosts' 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—PERSONNEL POLICIES. It shall be a condition of this Agreement that the Camp Hosts comply with the Jefferson County Personnel Administration Manual, including, but not limited to:

1. Appendix B - Code of Ethics Policies and Procedures;
2. Appendix C - Rules of Conduct Policies and Procedures;
3. Appendix E - Alcohol and Drug Free Workplace Policies and Procedures;
4. Appendix F - Anti-Harassment Policy Policies and Procedures; and,
5. Appendix G - Violence in the Workplace Policies and Procedures

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

SECTION EIGHTEEN—BACKGROUND CHECK. Prior to beginning the duties of this Agreement, the Camp Hosts 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 NINETEEN – PETS. The Camp Hosts may keep one dog which will be kept on a leash and prevented from creating a nuisance by barking. The dog must not interfere with any aspect of the Camp Hosts's duties as described in this agreement. The Camp Hosts will not board any pet not belonging to the Camp Hosts for any period. The Camp Hosts may keep one cat which will be kept inside or on a leash at all times.

SECTION TWENTY—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-ONE—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-TWO-TRAINING REQUIREMENTS

The Camp Hosts must participate in the following training programs which will be provided by the County at the County's expense: First Aid/CPR, and Blood Borne Pathogen Safety.

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 Camp Hosts 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 Camp Hosts also agrees that upon receipt of any written public record request, the Camp Hosts 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- NO PARK MODIFICATIONS. The Camp Hosts will not make modifications, repairs, improvements, or changes to any trail, building or other facility or resource in the park without prior written permission.

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

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Camp Hosts 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
Board of County Commissioners
Jefferson County, Washington

CAMP HOSTS

By: _____
Kate Dean, Commissioner Date

By: Susan Taylor 3/12/24
Signature Date

Susan Taylor
Printed Name

By: _____
Greg Brotherton, Commissioner Date

By: Terry C Taylor 3/12/24
Signature Date

Terry C Taylor
Printed Name

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

P. C. Hunsucker March 8, 2024

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

Jefferson County

Volunteer Camp Hosts Agreement for Upper and Lower Oak Bay Campgrounds

Provided to the Camp Hosts

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

1. Upper Oak Bay Campsite 1 is the designated Camp Hosts area on which the Camp Hosts may reside in his/her pre-approved recreational vehicle or other portable structure, and store 2 approved vehicles. Campsite includes water, power, and garbage service. Value: \$330 per week or \$6,510 for the term of this Agreement.
2. Mobile RV septic pumping service not to exceed \$200 per every 4 weeks. Value: \$1550.
3. Total value of compensation to Camp Hosts: \$8,060 for the term of this Agreement.

EXHIBIT B

Jefferson County

Volunteer Camp Hosts Agreement for Upper and Lower Oak Bay Campgrounds

Duties of the Camp Hosts

1. Serve as a vital volunteer team member within Jefferson County. Accept and agree to the general management of the Parks and Recreation Manager, and the supervision of the Parks Maintenance III Foreperson, or designated representative of that agency, and comply with stated duties of this Agreement and additional duties from time to time.
2. Communicate regularly with supervisor: fill out time reporting spreadsheet every workday; and submit it weekly on Mondays by 8am. Send a short report via email on Mondays by 8am summarizing how the week went, any issues with events or park-users, and maintenance concerns or questions.
3. Supervise, provide customer service, and monitor Upper and Lower Oak Bay Campgrounds on a self-directed basis. 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. Walk or bicycle both campgrounds at least 3 x day to (1) check permits, (2) meet and greet park patrons, (3) check for issues, (4) complete campground log, and (5) carry bucket and picker and pick up trash. When rules are not being followed, or other issues occur, and it is safe, attempt to solve the problem by educating the camper in a friendly manner. If the camper is not present, then the park rule reminder notice should be used. If compliance is not achieved then document and report the issue to the appropriate party. In case of emergency, contact 911 directly. Communicate with staff as needed. Value: \$163 per week, \$5,047 for the term of the agreement.
4. Check and clean fire-rings and rake campsites after use. Check restrooms and do a 'touch up' clean including sweeping, quickly wiping surfaces, and stocking toilet paper. Staff are responsible for deep cleaning the restroom on a regular basis. Value: \$98 per week, \$3,028 for the term of the agreement.
5. The Camp Hosts shall be passively on-duty, and generally available to assist campers or coordinate with staff 5 days/week on Thursday through Monday, from approximately 11:00am to 8:00pm. Short-term coming and going throughout on-duty days is expected and is beneficial. The Camp Hosts 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 Camp Hosts service, including monitoring or supervision. The Camp Hosts shall post the on-duty/off duty sign at appropriate times.
6. Within 30 days of the initiation of this agreement, the Camp Hosts may propose a vacation schedule that does not include holiday weekends, of no more than 15 vacation days for the duration of this agreement. 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.

7. Monitor the condition of the campsite posts, campfire rings, picnic tables, water spigots, kiosks, restrooms, trails, vegetation, and other park resources and report any maintenance or repair issues to as soon as possible.
8. Maintain designated Camp Hosts's area in a park-like manner. No extra equipment or belonging may be stored on-site. The Camp Hosts area shall be kept clean and presentable at all times.
9. 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 Camp Hosts attempt to personally apprehend the person(s) so acting.
10. 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.
11. Other duties as assigned.
12. Total weekly workload not including passive monitoring is 16 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 \$16.25/hour, the value of the duties of the Camp Hosts is \$8,060

EXHIBIT C

Jefferson County

Camp Hosts Agreement for Upper and Lower Oak Bay Campgrounds

Guidelines for Enforcement of Rules and Laws

- If the Camp Hosts ever feel unsafe then the Camp Hosts should immediately contact law enforcement directly. This can be done by dialing 911 in an emergency (threat to life, threat to property). In an emergency, call 911 first, then contact parks and recreation staff.
- Assistance that is not an emergency can be obtained calling the 'back-number' of the Jeff Com 911 dispatcher at 360-344-9779. If staff are available then usually the Camp Host will contact parks and recreation staff first and staff will seek assistance. If parks and recreation staff are not available because it is a weekend, holiday, or after hours, the Camp Host should call for assistance directly.
- The basic philosophy of enforcement is that the rules are clear and available, and everyone must follow the same rules. People not following the rules will be asked to comply. If they do not comply promptly to the best of their ability then law enforcement will be contacted. Law enforcement has an number of options they can pursue including issuing a no-trespass order.
- More information will be provided about this topic but the guidelines below are of utmost importance.

LAW ENFORCEMENT WILL BE DONE BY THE JEFFERSON COUNTY SHERIFF, NOT THE CAMP HOSTS

1. The Camp Hosts may in a friendly manner: introduce self, greet and assist park visitors, answer questions and explain regulations in an open and friendly manner. The Camp Hosts 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 Camp Hosts may assist in park public relations, education activities and special events. The Camp Hosts will wear their badge and at least one garment or cap with a Parks and Recreation Logo while interacting with the public.

2. The Camp Hosts will not attempt to discipline or apprehend any park user. Camp Hosts 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 Camp Hosts are to inform visitors of rules and regulations. If the park users seem cooperative, the Camp Hosts 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 Camp Hosts are prohibited from making any further contact with that visitor. The Camp Hosts 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 Camp Hosts uncomfortable in any way, or in any unpredictable situation, the Camp Hosts 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 Camp Hosts may leave written notice, using the pre-printed notice book.

6. Per this Agreement, the Camp Hosts 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.