

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: March 28, 2011

Subject: Agreement for New Caretakers at H.J. Carroll Park

Statement of Issue:

The previous caretakers at H.J. Carroll Park served successfully for over three years. New caretakers have been chosen in a competitive process. A good match has been made for this important community position. An agreement has been prepared.

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

H.J. Carroll Park is one of the most heavily used and significant recreational resources in the County. Studies show that parks have economic, health, safety, and environmental benefits. This project supports County strategic goals numbers 2, 3, 5, 8, and 9.

Fiscal Impact/Cost Benefit Analysis:

The caretaker's site is ready and has been improved over the last several years. The caretakers pay for their own power, propane and phone, while Jefferson County pays for septic service and water. The caretakers provide an invaluable community service by helping to maintain and monitor the park. The benefits of this small investment far outweigh the costs.

Recommendation:

Approve the agreement

Department Contact: Matt Tyler. 385-9129

Reviewed By:


Philip Morley, County Administrator

3/23/11
Date

JEFFERSON COUNTY
CARETAKERS AGREEMENT

AGREEMENT made between John and Mary Crooks, hereinafter referred to as Caretakers and Jefferson County Public Works **PARKS AND RECREATION DIVISION**, State of Washington, hereinafter referred to as County.

RECITALS: Caretakers are willing to enter into this Contract with the County, and County is willing to retain the Personal Services of Caretakers, on the terms, covenants, and conditions set forth hereinafter.

SECTION ONE – AGREEMENT. The County hereby retains the Personal Services of John and Mary Crooks. The duties of Caretaker: see EXHIBIT A.

SECTION TWO – TERM OF AGREEMENT. The term of this agreement shall be a period of six months, from June 1st, 2011 to November 1st, 2011 subject to renewal or prior termination as hereinafter provided.

SECTION THREE – COMPENSATION TO CARETAKERS. County shall provide for Caretaker, and Caretaker shall accept from the County, in full compensation for Caretaker's services the following: see EXHIBIT B.

SECTION FOUR – CARETAKERS BENEFITS. It is understood and agreed by both County and Caretakers that Caretakers are independent contractors with respect to the County and are not employees of the County and 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. It is further agreed by the County to carry industrial insurance coverage on the Caretakers.

SECTION FIVE – CARETAKERS'S INABILITY TO CONTRACT FOR THE COUNTY. Notwithstanding anything herein contained to the contrary, Caretakers 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 SIX – AGREEMENTS OUTSIDE OF CONTRACT. This contract contains the complete agreement concerning the personal services agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

SECTION SEVEN – MODIFICATION OF CONTRACT. No waiver or modification of this Agreement or of any covenant condition or limitation herein contained shall be valid unless in writing and duly executed by each party.

SECTION EIGHT – TERMINATION. This agreement may be terminated by either party upon twenty-eight (28) days written notice to the other. In the event of any violation by the Caretakers of any of the terms of this contract, County thereon may terminate this Caretakers Agreement with notice and with compensation only to the date of such termination. Upon written notice from the County to the Caretakers that the County intends to terminate this Agreement based upon the Caretakers' breach

of this Agreement the Caretakers 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 the Department's designated representative, the County may prohibit the Caretakers from carrying out the day to day duties of the Caretakers described in this Agreement at anytime deemed necessary by the County.

SECTION NINE – PHYSICAL DEMANDS. The physical demands described herein are representative of those that must be met by the Caretakers to successfully perform the essential functions of the Caretakers position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the Caretakers' duties, the Caretakers are exposed to outside weather conditions. Caretakers' 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 TEN – SEVERABILITY. All agreements and covenants contained herein are severable, and in the event of any of them with exception of those contained in Sections One and Three hereof, shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

SECTION ELEVEN – CHOICE OF LAW. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Washington and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Washington shall be applicable and shall govern to the exclusion of the law of any other forum, without regret to the jurisdiction in which any action of special proceeding may be instituted. Venue for any civil lawsuit arising from this lawsuit shall be the Superior Court of Jefferson County.

SECTION TWELVE – DUTIES OF THE CARETAKERS. It is understood by both the County and the Caretakers that the Caretakers agree to complete the duties listed in Exhibit A in a conscientious and workmanlike manner.

SECTION THIRTEEN – SAFETY POLICY. It shall be a condition of this Agreement that the Caretakers shall follow all safety practices set forth in Jefferson County and the State of Washington. The Caretakers shall be provided with not less than two (2) hours of training with respect to the County's Safety Policy. Caretakers shall be subject to a background check prior to the start date of this agreement and if applicable Caretakers shall be subject to another background check in 2014 and one every three years thereafter. Unsatisfactory results of any background check shall render this agreement null and void.

SECTION FOURTEEN – ANTI-HARASSMENT AND DISCRIMINATION. It shall be a condition of this Agreement that the Caretakers comply with the Jefferson County Personnel Administration Manual, Appendix F Anti-Harassment Policy and Procedures.

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

SECTION 16—INSURANCE. Caretakers shall before the start date of this Agreement provide proof to the County they are the named insured or insured with respect to the following forms of insurance:

- 1) 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 Caretakers for third party liability

- 2) With respect to the Caretakers' recreational vehicle, fifth wheel, or other personal property that will be resided in by the Caretakers at H.J. Carroll Park, the Caretakers shall provide proof prior to the start date of this Agreement that they have in place insurance with the same policy liability caps as are in place for their personal automobiles or vehicles.

- 3) Renter's (or contents) insurance in the amount of not less than \$25,000.

Proof of insurance shall be in the form of a certificate of insurance, said certificate of insurance naming the County as an "additional insured." County shall be notified 30 days in advance of any change in policy limits or any change in insurance carriers.

IN WITNESS WHEREOF, the parties have executed this agreement at Port Townsend, Washington on this, the _____ day of _____, 201__

Mary Crooks
Mary Crooks

Mary Crooks
Caretaker's Signature

John Crooks
John Crooks

John Crooks
Caretaker's Signature

3-18-2011
Date

SEAL

ATTEST:

Lorna L. Delaney, Clerk of the Board

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only this 17th
day of MARCH, 2011.

David Alvarez
Deputy Prosecuting Attorney

Frank Gifford
Frank Gifford
Public Works Director

EXHIBIT A
Jefferson County
Caretakers Agreement for H.J. Carroll Park

Duties of the Caretakers

1. Be at the H.J. Carroll 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 Division must be notified by the Caretakers if the Caretakers are planning to be away from the park for more than a forty-eight (48) hour interval.
2. Maintain designated Caretakers' area in a neat and orderly manner, e.g., mow the grass, weed and edge landscaped areas within the Caretakers' area and the landscaped berm directly in front of residence, and keep area free of litter or accumulation of debris.
3. Assist staff in preventing the accumulation of litter and debris within the park, inspect restrooms, picnic shelter, kiosk and general park areas on a daily basis and report hazardous, vandalism or unsafe conditions to the Park and Recreation Division.
4. Keep designated landscaped areas free of weeds and debris.
5. Call the Jefferson County Sheriff or Jefferson County Parks and/or Recreation Staff if anything out of the ordinary is observed, but under no condition or situation will the Caretakers attempt to personally apprehend the person(s) so acting.
6. Monitor the park reservation calendar and assist staff in preparing the park facilities for events. Clean up after each reservation.
7. 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.
8. Working closely with parks maintenance staff, complete other duties as assigned on an as needed basis.
9. Total weekly work load will vary between 10 and 20 person hours per week according to the season and the usage of the park. The total weekly work hours shall be reported to the County for Workers Compensation Insurance purposes. Caretakers shall provide this information once per month.



Mary Crooks
H.J. Carroll Park Caretaker



John Crooks
H.J. Carroll Park Caretaker

Date: 3/18/77



Matt Tyler, Manager
Jefferson County Parks and Recreation

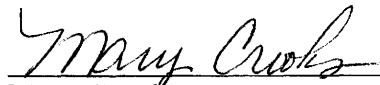
Date: 3-18-11

EXHIBIT B
Jefferson County
Caretakers Agreement for H.J. Carroll Park

Compensation to the Caretakers

As part of the agreement as Caretakers of H.J. Carroll Park, County shall provide for the Caretakers, and the Caretakers shall accept from the County, in full payment for Caretakers' services the following:

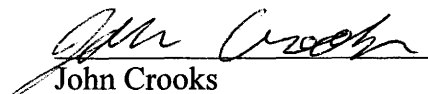
1. The designated Caretakers area on which to place and reside in his/her recreational vehicle. Caretakers area is 7,250 square feet. Caretakers' recreational vehicle will be set up on a 24' X 24' concrete slab. Recreational vehicle shall be no bigger than 900 square feet; an exterior covered patio or porch shall not exceed 100 square feet and shall be physically attached to the recreational vehicle. An external storage shed is allowed but is not to exceed 100 square feet.
2. Caretakers may keep up to two vehicles used for regular transportation at the Caretakers' site. Additional vehicles such as boats, motorcycles or other recreational vehicles may not be stored at the 's site.
3. County shall provide at no expense: propane tank lease, water, septic and garbage service needed for one recreational vehicle.
4. Caretakers shall contact Puget Sound Electric to establish their own account as renters, and shall be responsible for their electrical utility bill.
5. Caretakers shall contact Sunshine Propane to establish their own account as renters, and shall be responsible for their propane bill. County is responsible for leasing the tank. Caretakers are charged the same commercial rate as all county propane purchases (lowest possible rate).
6. Caretakers shall be responsible for providing his/her telephone carrier, long distance service, cable service, and Internet services as desired.
7. Caretakers shall not engage in any commercial or for-profit enterprise on the designated Caretakers area.



Mary Crooks
H.J. Carroll Park Caretaker



Matt Tyler, Manager
Jefferson County Parks and Recreation



John Crooks
H.J. Carroll Park Caretaker

Date: 3-18-11

Date: 3-18-2011