

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Dennis Richards, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: January 23, 2012

Subject: Personal services contract for Gibbs Lake caretakers

Statement of Issue:

Volunteer Caretakers Donn Albright and Cher West - Albright maintain and monitor the Gibbs Lake County Park. Duties of the caretakers include trash pick up, challenge course maintenance, general park supervision, and building maintenance.

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

The caretaker program is a success. Park safety, quality, and usage have increased. The caretaker also helps with various light maintenance, landscaping and custodial tasks. The cost to the County for these services is small. The program addresses the strategic goals # 5, 8 and 9.

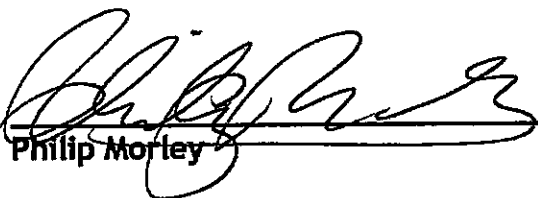
Fiscal Impact/Cost Benefit Analysis:

The County will pay for the caretakers' sewage service, fresh water, and industrial insurance. In exchange the County will receive the benefits of increased park safety, increased revenue, and a higher level of customer service.

Recommendation:

Public Works recommends the caretaker agreement be signed by the Board of County Commissioners and three copies returned to the Public Works office.

Reviewed By:


Philip Morley

1/19/12
Date

**JEFFERSON COUNTY
CARETAKER AGREEMENT**

AGREEMENT made between **DONN ALBRIGHT AND CHER WEST-ALBRIGHT**, hereinafter referred to as the "Caretaker" and Jefferson County Public Works **PARKS AND RECREATION DIVISION**, State of Washington, hereinafter referred to as the "County".

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

SECTION ONE – AGREEMENT. The County hereby retains the Personal Services of Donn Albright and Cher West-Albright to serve as Caretakers of Gibbs Lake County Park located at 981 Gibbs Lake Road, Chimacum, Washington. The duties of Caretaker: see EXHIBIT A.

SECTION TWO – TERM OF AGREEMENT. The term of this agreement shall be a period of 12 months, commencing February 1, 2012; subject to renewal or prior termination as hereinafter provided.

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

SECTION FOUR – CARETAKER BENEFITS. It is understood and agreed by both County and Caretaker that Caretaker is an independent contractor with respect to the County and is not an employee 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 Caretaker.

SECTION FIVE – CARETAKER'S INABILITY TO CONTRACT FOR 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 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 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 contract, 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 the 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 NINE – PHYSICAL DEMANDS. The physical demands described herein are representative of those that must be met by 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 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 CARETAKER. It is understood by both the County and the Caretaker that the Caretaker agrees 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 Caretaker shall follow all safety practices set forth in Jefferson County and the State of Washington. 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. Caretakers agree and covenant to indemnify, defend, and save harmless the County and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, of the County, against and from any loss, damage, cost, charge, expense, liability claims, demand or

judgment of whatsoever kind or nature whether to persons or property, arising wholly or partially out of any acts, action, neglect, omission, or default, on the part of the Caretakers. 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 Caretaker, the Caretaker 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 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.

SECTION FIFTEEN – INSURANCE. Caretakers shall carry and shall provide proof of insurance with the aforesaid 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 Caretakers for third party liability
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 naming the County as 'additional insured'. County shall be informed 45 days in advance of any change in insurance, policy limits, or carriers.

SECTION SIXTEEN – 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 SEVENTEEN –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.

IN WITNESS WHEREOF, the parties have executed this agreement at Port Townsend, Washington on this, the 9 day of December, 2012.

Donn Albright
Caretaker (Print)

Cher West-Albright
Caretaker (Print)

Donn Albright
Caretaker's Signature

Cher West-Albright
Caretaker's Signature

12/9/2011
Date

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only this 9th
day of DECEMBER, 2011.

David Alamy
Deputy Prosecuting Attorney

SEAL

ATTEST:

Elizabeth Hill
Clerk of the Board

F. Gifford 1/10/12
Frank Gifford Date
Public Works Director

Jefferson County
Caretaker Agreement for Gibbs Lake Park
EXHIBIT A

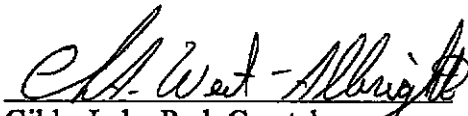
Duties of the Caretaker

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 Division 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. Value: \$3000/year.
2. The caretaker area is the area immediately surrounding the caretaker house, driveway, dock, and woodshed.
3. Maintain designated caretaker area in a neat and orderly manner, e.g., mow the grass, weed and edge, and keep free of litter or accumulation of debris. Value: \$1500/year.
4. Caretaker has use of the caretaker house, garage, caretaker dock, boathouse, and woodshed.
5. Outside, caretaker may store two working vehicles, one boat on a trailer, kayaks, canoes, and bicycles. Firewood must be stored in the woodshed. All other equipment - for example lawnmowers, non-functioning vehicles, and tires must be stored inside the caretaker house, garage, or boathouse or disposed of.
6. Prevent the accumulation of litter and debris within the park, inspect restrooms, kiosks and parking lots on a daily basis and report vandalism, hazardous, or unsafe conditions to the Parks and Recreation Division. Value: \$2000/year.
7. Call the Jefferson County Sheriff or Jefferson County Parks and Recreation Staff as directed in the emergency communications policy sheet, 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. Value: \$1500/year.
8. Monitor and maintain the Challenge Course and assist staff in preparing the Challenge Course for usage by reservation and clean up after each reservation. Mow the challenge course areas. Value: \$2000/year.
9. Monitor and maintain the Beach Area including regular trash pick up, mowing, and supervision. Value: \$2000/year.

10. Accepts and agrees 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: Caretaker will submit a statement of experience and will become certified in First Aid and C.P.R.
12. Caretakers shall not make any changes to property or natural habitat including but not limited to road construction or maintenance, and cutting of downed or standing wood without written permission from the Parks and Recreation Manager.
13. Other duties as assigned.
14. Total Value: \$12,000


Gibbs Lake Park Caretaker

Date: 12/ 9/2011


Gibbs Lake Park Caretaker

Date: 12/ 9/2011


Jefferson County
Caretaker Agreement for Gibbs Lake Park


EXHIBIT B


Compensation to the Caretaker

As part of your agreement as Caretaker of Gibbs Lake Park, County shall provide for Caretaker, and Caretaker shall accept from the County, in full payment for Caretaker's services the following:

1. Caretaker house, garage, wood shed, boat house, and dock.
Value: \$10,800/year.
2. County shall provide at no expense to caretaker: water and septic service needed for one family. Value: \$1200/year.
3. Caretaker shall be responsible for energy costs.
4. Caretaker shall be responsible for providing caretaker's telephone carrier and long distance service.
5. Caretaker shall provide caretaker's garbage service.
6. Caretaker shall not engage in any commercial or for-profit enterprise on the designated caretaker area.
7. Total Compensation to the Caretaker: \$12,000/year


Gibbs Lake Park Caretaker Date: 12/9/2011


Gibbs Lake Park Caretaker Date: 12/9/2011


Matt Tyler, Manager
Jefferson County Parks and Recreation Date: 1/17/2012