

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 19, 2012

Subject: Camp Host Agreement for Oak Bay Campground

Statement of Issue: The camp-host program at Oak Bay Campground is effective at maintaining a quality camping experience at a low costs. A new camp-host has been recruited and an agreement with him is needed at this time.

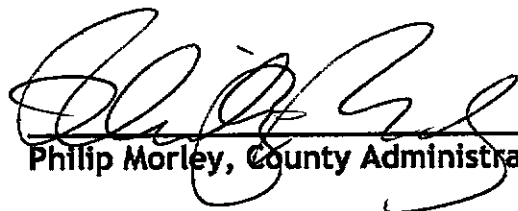
Analysis/Strategic Goals/Pro's & Con's: The camp-host program provides a benefit for the economy, and the health and wellness of the community, as well as for safety. The program addresses the strategic goals # 5, 8 and 9.

Fiscal Impact/Cost Benefit Analysis: The costs to the county include the use of the campsite and the time to manage the camp host. The benefits include a much higher quality park and camping experience, attracting more campers, reducing maintenance costs, and reducing vandalism. The costs outweigh the benefits.

Recommendation: Sign three copies of the agreement and return to Public Works.

Department Contact: Matt Tyler 360-385-9129

Reviewed By:


Philip Morley, County Administrator

3/15/12
Date

**JEFFERSON COUNTY
CAMP HOST AGREEMENT**

AGREEMENT made between **Steve Austin**, hereinafter referred to as the Camp Host and Jefferson County Public Works **PARKS AND RECREATION DIVISION**, State of Washington, hereinafter referred to as the County.

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

SECTION ONE – AGREEMENT. The County hereby retains the Personal Services of **Stephen J. Austin**. The duties of Camp Host: see EXHIBIT A which occur at Oak Bay Campground (includes both Upper and Lower Oak Bay Campground)

SECTION TWO – TERM OF AGREEMENT. The term of this agreement shall be a period of seven months, beginning **April 1, 2012** subject to renewal or prior termination as hereinafter provided.

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

SECTION FOUR – CAMP HOST BENEFITS. It is understood and agreed by both County and the Camp Host that the Camp Host 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. Residence by the Camp Host at the County-owned park is restricted to the Camp Host and their immediate family. Residence shall be defined as any stay that exceeds seven nights and seven days during any calendar month. Immediate family is defined as the Camp Host, their spouse or domestic partner and/or any legal dependents of the Camp Host.

SECTION FIVE – CAMP HOST'S INABILITY TO CONTRACT FOR THE COUNTY. Notwithstanding anything herein contained to the contrary, Camp Host 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 Camp Host of any of the terms of this contract, County thereon may terminate this Camp Host Agreement with notice

and with compensation only to the date of such termination. Upon written notice from the County to the Camp Host that the County intends to terminate this Agreement based upon the Camp Host's breach of this Agreement the Camp Host 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 Camp Host from carrying out the day to day duties of the Camp Host described in this Agreement at anytime deemed necessary by the County.

Notwithstanding anything in this agreement to the contrary, the Camp Host is hereby given the option to terminate this agreement upon not less than 28 days' notice in the event that Park Host shall, during the term hereof, become permanently disabled, as the term permanently disabled is hereinafter fixed and defined. Such option shall be exercised by the Camp Host giving notice to the County Parks & Recreation Manager by ordinary mail, addressed to him/her at 623 Sheridan Street, Port Townsend, WA 98368 or at such other address as the County shall designate in writing. Said termination shall be effective on the date chosen or listed in the letter from the Camp Host to the County.

For the purpose of this agreement, Park Host shall be deemed to have become permanently disabled if, because of ill health, physical or mental disability or for other cause beyond his or her control (s)he shall have been continuously unable or unwilling or shall have failed to perform his or her duties (or inability to meet the examples of physical demands listed in Section Nine below) for a total period of thirty (30) days in any sixty (60) day period, irrespective of whether or not such days are consecutive.

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

While performing the Camp Host's duties, the Camp Host is exposed to work in outside weather conditions. The Camp Host'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 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 CAMP HOST. It is understood by both the County and the Camp Host that the Camp Host 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 Camp Host shall follow all safety practices set forth in Jefferson County and the State of Washington. The Camp Host shall be provided with not less than two (2) hours of training with respect to the County's Safety Policy.

SECTION FOURTEEN – ANTI-HARASSMENT AND DISCRIMINATION. It shall be a condition of this Agreement that the Camp Host 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 Camp Host complies with the Jefferson County Personnel Administration Manual, Appendix B Code of Ethics Policies and Procedures.

SECTION SIXTEEN –VOLUNTEER INDEMNIFICATION AND INSURANCE: The Camp Host will be defended and/or indemnified by the County with respect to any claim, lawsuit or cause of action against the Camp Host arising from acts or omissions he or she performed (or did not perform) in good faith, without recklessness or the intent to harm others, and in furtherance of a Camp Host duty as listed on Exhibit A. The County will carry Worker's Compensation insurance on the Camp Host. In order to be eligible for Worker's Compensation the Camp Host will memorialize and record the quantity of time consumed with Exhibit A assigned tasks each month in a format acceptable to the County Parks & Recreation Manager.

SECTION SEVENTEEN –VOLUNTEER RELEASE OF CLAIMS. Camp Host expressly agrees that (s)he will not make claims against and hereby release the County, and its officers, agents, employees, successors and assigns from any and all losses or claims for recovery resulting from any theft, vandalism, loss, accidental damages, fire, explosion, water damage or any act of nature to my vehicles or other personal property sustained during the term of this contract Camp Host further expressly agrees that (s)he will not make claims against and hereby release The County, and its officers, agents, employees, successors and assigns from any and all losses or claims for recovery resulting from injuries or damage to my person to the extent that such injuries are covered by Workers' Compensation Insurance (Title 36 RCW) as described above and waive all claims and release all damages in excess of said coverage. Camp Host further expressly agrees that (s)he will not make claims against and hereby release The County, and its officers, agents, employees, successors and assigns from any and all losses or claims for recovery resulting from injuries or damage to my person to the extent that such injuries or damage are not caused by the County, or its officers, agents, employees, successors and assigns.

SECTION EIGHTEEN – INSURANCE. Camp Host shall carry and shall provide proof of insurance with the aforesaid limits for the duration of this Agreement:

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:
Uninsured/underinsured:

Not less than the statutory minimum
Not less than is obtained by the Caretakers
for third party liability

The Camp Host will obtain and maintain A) "motor home" insurance (actual cash value) and B) "homeowner's" or "renter's" insurance against loss or liability with respect to their mobile residence.

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

Proof of insurance for the required insurance policies listed here shall be in the form of a certificate of insurance. County shall be informed 45 days in advance of any change in insurance, policy limits, or carriers.

SECTION NINETEEN – BACKGROUND CHECK. Prior to beginning the duties of this agreement, the Camp Host shall be required to complete and pass a Washington State Patrol criminal background check

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



Stephen J. Austin
Camp Host's Signature

Date: 3/8/12

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

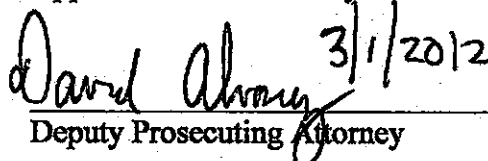
David W. Sullivan, Member



Frank Gifford, Public Works Director

Clerk of the Board

Approved as to form only:



Deputy Prosecuting Attorney

EXHIBIT A
Jefferson County
Camp Host Agreement for Oak Bay Park (Includes Upper and Lower Campgrounds)

Duties of the Camp Host (occupying one camper)

The Camp Host shall:

1. Be at Oak Bay Campground 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 Camp Host if the Camp Host is planning to be away from the park for more than a forty-eight (48) hour interval.
2. Maintain designated Camp Host's area in a neat and orderly manner, e.g., weed and edge landscaped areas within the Camp Host's area, and keep area free of litter or accumulation of debris.
3. Inspect toilet, campsites, kiosk and general park areas on a daily basis and report vandalism or hazardous conditions.
4. Keep designated landscaped areas mowed, trimmed, weeded, and other maintenance.
5. Clean the vault toilet and restock with toilet paper, clean fire rings as needed, clean the picnic tables as needed, pick up litter and debris and dispose of it on a regular basis.
6. Greet most campers when they arrive, orient them, and make them feel welcomed.
7. Supervise payment of correct fees. Supervise campers for compliance to camp rules and make appropriate interventions. Contact County Sherriff or Parks and Recreation Staff as needed.
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. Work closely with parks maintenance staff, complete other duties as assigned on an as needed basis.
10. Expect a total weekly work load that will vary between 10 and 20 person-hours per week according to the season and the usage of the park.
11. Not engage in, conduct or condone any criminal activities at the County Park.
12. Maintain at all times applicable to this agreement a valid Washington State Driver's License and provide the County's Park & Recreation Manager with a copy of same.

13. Maintain at all times applicable to this agreement a valid registration for any personal vehicles and the recreational vehicle or fifth wheel being used as the Camp Host's residence and provide a copy of same to the County's Park & Recreation Manager.
14. Inform the Parks & Recreation Manager immediately if while performing assigned duties (s)he is involved in any incident or accident that may give rise to legal liability.
15. Inform the Parks & Recreation Manager upon signing this agreement of any health condition the County staff should be aware of in an emergency, for example, medications, allergies or pre-existing medical conditions.
16. Perform only those tasks that are within his or her knowledge, ability and physical capability.



Stephen J. Austin
Oak Bay Park Camp Host

3/9/12
Date



Matt Tyler, Manager
Jefferson County Parks and Recreation

3/12/12
Date

EXHIBIT B
Jefferson County
Camp Host Agreement for Oak Bay Park


Compensation to the Camp Host

As part of the agreement as Camp Host of Oak Bay Park, County shall provide for the Camp Host, and the Camp Host shall accept from the County, in full payment for Camp Host's services the following:

1. The designated Camp Host campsite on which to place and reside in his/her recreational vehicle. Recreational vehicle shall be no bigger than 30 feet long. No other individual is allowed to live with the Camp Host at the campsite.
2. Camp Host may keep one vehicle used for regular transportation at the Camp Host campsite. Additional vehicles such as boats, motorcycles or other recreational vehicles may not be stored at the site. All vehicles must have up to date licenses and registrations as required by the State of Washington.
3. County shall provide at no expense: electric, water, and garbage service.
4. Camp Host shall not engage in any commercial or for-profit enterprise on the designated Camp Host area or anywhere in the County Park.



Stephen J. Austin
Oak Bay Park Camp Host



Matt Tyler, Manager
Jefferson County Parks and Recreation

3/5/12

Date

3/12/12

Date