


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, Public Works Director 

Agenda Date: March 3rd, 2014

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

Statement of Issue:

The previous caretakers of H.J. Carroll Park have moved on after a successful one year tenure. New Caretakers have been recruited and selected. The standard agreement is ready for approval.

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. The caretakers program is highly successful at promoting the goals of the park.

Fiscal Impact/Cost Benefit Analysis:

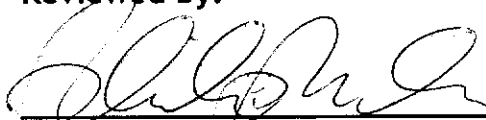
The caretaker's site is ready and has been improved over the last several years. The caretakers pay for their own power, propane and phone, while Jefferson County pays for septic service and water. The caretakers provide an invaluable community service by helping to maintain and monitor the park. The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

Recommendation:

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

Department Contact: Matt Tyler. 385-9129

Reviewed By:


Philip Morley, County Administrator


Date

JEFFERSON COUNTY
CARETAKERS AGREEMENT

AGREEMENT made between **Christine Krauss and Gary Krauss**, hereinafter referred to as the "Caretakers" and Jefferson County, State of Washington, hereinafter referred to as the "County".

RECITALS: Caretakers is willing to enter into this Agreement 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 Christine Krauss and Gary Krauss to serve as Caretakers of HJ Carroll County Park located at 9884 Rhody Drive, Chimacum, Washington. The duties of Caretakers: see EXHIBIT A.

SECTION TWO – TERM OF AGREEMENT. The term of this agreement shall be a period of One year beginning February 10, 2014 and ending February 10, 2015; subject to prior termination as hereinafter provided. This agreement is renewable by mutual agreement of both parties. The total duration of personal services at HJ Carroll Park by the Caretakers shall not exceed three years. Caretakers shall request in writing said renewal not less than sixty (60) days prior to the expiration of this Agreement. The agreement is subject a six month trial period after which either party may terminate the agreement for any reason.

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

SECTION FOUR – CARETAKERS BENEFITS. It is understood and agreed by both County and Caretakers that the Caretakers 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 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 for any reason upon twenty-eight (28) day's 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's 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's duties, the Caretakers is exposed to outside weather conditions. The Caretakers'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 CARETAKERS. It is understood by both the County and the Caretakers that the Caretakers 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 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.

SECTION FOURTEEN – INDEMNIFICATION AND HOLD HARMLESS. Caretakers agrees and covenants 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 Caretakers, the Caretakers 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 Caretakers 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 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 Caretakers for third party liability
3. Renter’s 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.

SECTION EIGHTEEN-PERSONAL PROPERTY. All personal property belonging to the Caretakers shall be removed by the Caretakers by the end of the term of this agreement.

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

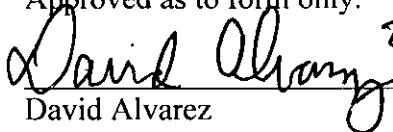
COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

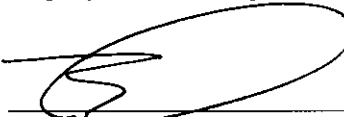
Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only.

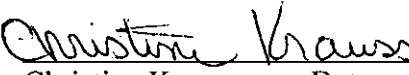
 2/19/14

David Alvarez Date
Deputy Prosecuting Attorney

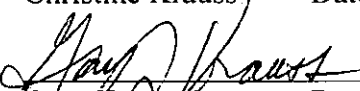
 2.24.14

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

Caretakers Signatures

 2-24-14

Christine Krauss, Date

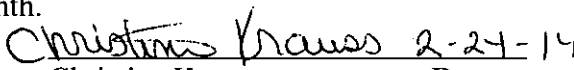
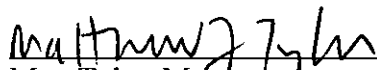
 2/24/14

Gary Krauss Date

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.

	2-24-14		2/24/14
Christine Krauss	Date	Matt Tyler, Manager	Date
H.J. Carroll Park Caretakers		Jefferson County Parks and Recreation	

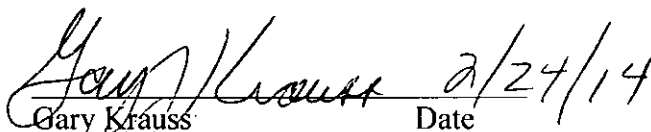
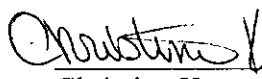
	2/24/14
Gary Krauss	Date
H.J. Carroll Park Caretakers	

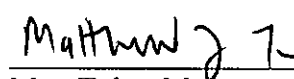
EXHIBIT B
Jefferson County
Caretakers Agreement for H.J. Carroll Park

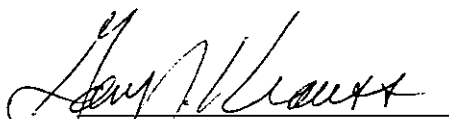
Compensation to the Caretakers

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 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 the PUD 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.


Christine Krauss Date
H.J. Carroll Park Caretakers

 2/24/14
Matt Tyler, Manager Date
Jefferson County Parks and Recreation


Gary Krauss Date
H.J. Carroll Park Caretakers