

JEFFERSON COUNTY
CAMP HOSTS SAMPLE AGREEMENT SUBJECT TO CHANGE

AGREEMENT made between INSERT CAMP HOSTS NAME hereinafter referred to as the “Camp Hosts” and Jefferson County, State of Washington, hereinafter referred to as the “County”.

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

SECTION ONE - AGREEMENT. The County hereby retains the Personal Services of INSERT CAMP HOSTS NAME to serve as Camp Hosts of both Upper and Lower Oak Bay County Park located at 290 Cleveland St., Port Hadlock, Washington. The duties of Camp Hosts: see EXHIBIT A.

SECTION TWO - TERM OF AGREEMENT. The term of this agreement shall be a period of seven months beginning April 1, 2023 and ending October 31, 2023, subject to prior termination as hereinafter provided. 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. County shall provide for Camp Hosts, and Camp Hosts shall accept from the County, in full payment for Camp Hosts’ services the following: see EXHIBIT B.

SECTION FOUR - CAMP HOST BENEFITS. It is understood and agreed by both County and Camp Hosts that the Camp Hosts are independent contractors with respect to the County and are not employees of the County and shall receive none of the benefits available to 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 Camp Hosts.

SECTION FIVE - CAMP HOSTS’ INABILITY TO CONTRACT FOR 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 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) days' written notice to the other. In the event of any violation by the Camp Hosts 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 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 the 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 any time deemed necessary by the County.

SECTION NINE - PHYSICAL DEMANDS. The physical demands described herein are representative of those that must be met by the Camp Hosts 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 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 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 regard 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 HOSTS. It is understood by both the County and the Camp Hosts that the Camp Hosts 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 Camp Hosts shall follow applicable safety practices and use appropriate personal protective equipment as set forth in the Jefferson County Safety Policy. 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. Camp Hosts 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 Camp Hosts. 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 Camp Hosts, the Camp Hosts hereby agree and covenant 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 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.

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. The Camp Hosts 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 residences.
4. Said insurance policies will be primary to any insurance or self-insurance held by the County.

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 - PERSONNEL POLICY. It shall be a condition of this Agreement that the Camp Hosts comply with the personnel policies of the Jefferson County Personnel Administration Manual including, but not limited to, the following:

- i. Appendix B - Code of Ethics Policies and Procedures;
- ii. Appendix C - Rules of Conduct Policies and Procedures;

- iii. Appendix E - Alcohol and Drug Free Workplace Policies and Procedures;
- iv. Appendix F - Anti-Harassment Policy Policies and Procedures; and
- v. 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 - NONDISCRIMINATION. The Camp Hosts will not discriminate against any person in performance of the Camp Hosts' obligations under this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

SECTION NINETEEN - BACKGROUND CHECK. Prior to beginning the duties of this agreement, the Camp Hosts 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 _____, 20__.

JEFFERSON COUNTY WASHINGTON

[VOLUNTEER]

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Signature

By: _____
Greg Brotherton, Commissioner Date

Name: _____

Title: _____

By: _____
Kate Dean, Commissioner Date

Date: _____

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A
Jefferson County
Camp Host Agreement for Oak Bay County Park

Duties of the Camp Hosts (occupying one camper)

The Camp Hosts shall:

1. Serve as vital team members within Jefferson County Parks and Recreation. Accept and agree to the general management of the Parks and Recreation Manager, and the occasional supervision of the Parks Maintenance III Lead, or designated representative of that agency, and comply with stated duties of this Agreement, and other duties as assigned from time to time. Communicate regularly with supervisor: fill out timecard every workday; and submit it weekly on Mondays before 8am. Send a short report via email on Mondays by 8am summarizing how the weekend went, any issues with campers, which sites are occupied, and maintenance concerns or questions.
2. At least one Camp Host should be generally on-duty, and available to answer questions from campers or staff each Thursday, Friday, Saturday, Sunday, and Monday between the hours of 11am and 7pm. This general on-duty time does not count against work hours except when the camp-host is actually answering questions or otherwise helping campers. Random short (less than one hour) absences during on-duty days is allowed. The Camp Host will post their return time during short absences from the park during on-duty hours.
3. Both Camp Hosts are expected to take Tuesday and Wednesday off, during which time they will not complete any Camp Host service, including being on-duty, monitoring or supervision and may or may not stay on site at their discretion.
4. The Camp Hosts must propose by May 1, 2023, to the Parks and Recreation Manager, a schedule of 20 vacation days. Of those 20 vacation days, no more than 10 days will be between May 23, 2023, and September 9, 2023. Vacation days may be spent on or off site. 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. Vacation time will occur in blocks of a maximum of two weeks in any given calendar month, not from June 27, 2023 to July 11, 2023.
5. Camp Host will monitor site occupancy and posted camping permits; and maintain a daily occupancy/camping permit log of both Upper and Lower Oak Bay Campgrounds, and review the log with the Parks and Recreation Manager. The Camp Host does not have access to the fee payment box but fee payment information can be gained from the finance department via the Parks and Recreation Manager.
6. Camp Host will supervise compliance with basic rules and provide verbal and written reminders and notices when rules are not being followed. Camp Host will keep a daily log of verbal and written rule reminders. Camp Host will never provide enforcement or enter into a conflicted situation. Enforcement is provided by the Jefferson County Sheriff per Exhibit C of this agreement.

7. Camp Host will provide general customer service including establishing positive relationships with park users, providing information, assisting with issues as they arise, and making park users feel welcome, respected, and appreciated.

8. Camp Host will do basic campsite maintenance after each camper leaves and before the next camper arrives including: clean fire-rings, clean and rake campsite, and clean picnic table. Campsites can be closed with a barricade for time needed to clean it by the Camp-Host.

9. Camp Host will stock toilet, check toilet (sweep, pick up garbage and wipe surfaces if necessary) 3 times/day at approximately 7am, noon, and sunset.

10. Camp Host will use litter bucket and litter picker most of the time, and will check the campground for trash or branches, stock payment envelopes, and other minor maintenance as needed. The camp host will check and fill the dog waste bag dispenser.

11. If the campsite is beyond the capability of the Camp Host to clean it, the Camp Host should contact staff right away.

12. A breakdown of the hours estimated in each work category is provided below. Hours can vary between categories. The total weekly work hours is 13. The total value of the Camp Hosts' duties is \$6,275 for the term of this Agreement. See table for details.

| Oak Bay Camp Host Work Analysis Table (based on 28 weeks of service) | | | |
|--|--------------|-------------|-----------------|
| Task | Hours/week | Hours Total | Value* |
| Occupancy/Permit Monitoring and Rule Compliance Supervision | 8.00 | 224 | \$ 3,246 |
| Check occupancy and permit posting, complete log | | | |
| Monitor rule compliance and provide verbal and written rule reminders. | | | |
| | | | |
| Campsite, Grounds, and Restroom Maintenance | 7.50 | 210 | \$ 3,043 |
| Clean fire rings and table after each camper leaves | | | |
| Clean trash and rake campsite after each camper leaves | | | |
| Clean campground of trash, branches | | | |
| Check restroom, minor clean/stock | | | |
| | | | |
| Total | 15.50 | 434 | \$ 6,289 |
| | | | |
| Hourly Rate Equivalent* | 14.49 | | |
| Averaged over Length of Agreement. Seasonal variations occur. | | | |

CAMP HOST SIGNATURES

Camp Host Signature

Date

Date

Parks and Recreation Manager Signature

Matt Tyler, Manager Date
Jefferson County Parks and Recreation

SAMPLE

EXHIBIT B
 Jefferson County
 Camp Host Agreement for Oak Bay County Park

Compensation to the Camp Hosts

As part of the agreement as Camp Hosts of Oak Bay County 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. The designated Camp Hosts' campsite on which to place and reside in their recreational vehicle, tiny home, or other shelter. Includes electric, water, and garbage service. No other individual is allowed to live with the Camp Hosts at the campsite. See table for details. Value: \$5,250
2. The county will provide mobile, monthly RV tank pumping service for black and grey water tanks once/month. For this service, a pump-out truck will come to the camp-hosts RV and pump waste directly from the RV tanks. Value: \$6,275

| Oak Bay Camp Hosts Compensation Table | | |
|--|----------|-----------------|
| | | 28 Week Term |
| Campsite (\$25/Day) | 211 Days | \$ 5,275 |
| Mobile RV Septic Tank Pumping Service 1x per Month (\$125/Month) | 8 Months | \$ 1,000 |
| Total | | \$ 6,275 |

Camp Host Signature

_____ Date

_____ Date

Parks and Recreation Manager Signature

 Matt Tyler, Manager Date
 Jefferson County Parks and Recreation

EXHIBIT C
Jefferson County Parks and Recreation
Camp Hosts Intervention Summary

1. The Camp Hosts may in a friendly manner: introduce selves, 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 campsite, 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 Hosts will wear their badges and at least one garment or cap with a Parks and Recreation Logo.
2. The Camp Hosts will not attempt to discipline or apprehend any park user. 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.
3. The Camp Hosts are to inform visitors of rules and regulations. If the campers seem cooperative, the Hosts can ask them to correct the situation in a friendly manner. If the campers do not comply after one friendly reminder or intervention, then the Hosts are prohibited from making any further contact with that visitor. The Hosts must keep in mind that they may not receive immediate response from law enforcement.
4. In the event of a hostile visitor, a visitor that makes the Camp Hosts uncomfortable, or in an unpredictable situation, the Hosts will leave the situation immediately and contact the appropriate party.
5. If the visitor's vehicle or campsite is vacant and a rule is being violated, the Camp Hosts may leave written notice, using the pre-printed notice book.
6. The Camp Host will not respond to complaints after dark, but will remain in RV and call 911 if necessary.

Camp Host Signature

Date

Date

Parks and Recreation Manager Signature

Matt Tyler, Manager Date
Jefferson County Parks and Recreation