

JEFFERSON COUNTY
PRELIMINARY DRAFT CARETAKER AGREEMENT
EXAMPLE AGREEMENT – SUBJECT TO CHANGE

THIS CARETAKER AGREEMENT (this “Agreement”) is made between (INSERT NAMES) (“the Caretaker”), and Jefferson County, State of Washington (the “County”).

PURPOSE: The purpose of this Agreement is to provide the terms, covenants and conditions under which Caretaker will provide services to the County at Gibbs Lake County Park, 981 Gibbs Lake Road, Chimacum, Washington (the “Facility”).

SECTION ONE—DUTIES OF CARETAKER. The duties of the Caretaker are listed on Exhibit A. The Caretaker shall perform the duties listed in Exhibit A in a conscientious and skillful manner.

SECTION TWO—TERM OF AGREEMENT. The term of this Agreement shall be a period of 31 weeks beginning (Insert Date) and ending (Insert Date), subject to earlier termination as provided in this Agreement. This Agreement is renewable by mutual agreement of both parties. Caretaker shall request in writing said renewal not less than sixty (60) days prior to the expiration of this Agreement.

SECTION THREE—COMPENSATION TO CARETAKERS. The County shall provide payment for the items listed in Exhibit B, as full payment for Caretakers services. Services performed before the date this Agreement was signed are hereby ratified.

SECTION FOUR—CARETAKER IS INDEPENDENT CONTRACTORS. The Caretaker is independent contractors with respect to the County and are not employees of the County. The Caretaker 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.

SECTION FIVE—INDUSTRIAL INSURANCE PROVIDED TO THE CARETAKER. The County shall carry industrial insurance coverage on the Caretaker.

SECTION SIX—CARETAKER’ LACK OF AUTHORITY TO ENTER INTO CONTRACTS ON BEHALF OF 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 SEVEN—ENTIRE AGREEMENT. No representation or promise not expressly contained in this Agreement has been made. The parties to this Agreement further acknowledge that they are not entering into this Agreement based on any promise or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes any prior agreement with respect to those subjects embraced within this Agreement. This Agreement memorializes the entire agreement of the parties.

SECTION EIGHT—MODIFICATION OF THIS AGREEMENT. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the parties.

SECTION NINE—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 Agreement, the 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 that 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 TEN—PHYSICAL DEMANDS. The physical demands described in this Agreement are representative of those that must be met by the 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 Caretaker's duties, the Caretaker is exposed to outside weather conditions. The Caretaker'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 ELEVEN—SEVERABILITY. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

SECTION TWELVE—CHOICE OF LAW, VENUE FOR DISPUTES AND LEGAL FEES. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050. Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs.

SECTION THIRTEEN—SAFETY POLICY. It shall be a condition of this Agreement that the Caretaker shall follow all relevant state and federal workplace safety requirements to include

compliance with the County's safety directives and policies. 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. The Caretaker shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Caretaker in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Caretaker and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Caretaker's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Caretaker's negligence. 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. The obligations in this paragraph shall survive termination of this Agreement.

SECTION FIFTEEN—INSURANCE. Caretaker 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 Caretaker for third party liability
3. "Renter's" insurance against loss or liability with respect to the Caretaker's residence. Said insurance policies will be primary to any insurance or self-insurance held by the County.

The Caretaker shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced.

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.

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

Any coverage for third party liability claims provided to the County by a “Risk Pool” created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any insurance policy the Caretaker shall provide to comply with this Agreement.

The Caretaker’s insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect all the parties and shall be primary coverage for all losses covered by the above-described insurance. It is further agreed by the parties that insurance companies issuing the Caretaker’s insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

SECTION SIXTEEN—PERSONNEL POLICIES. It shall be a condition of this Agreement that the Caretakers comply with the Jefferson County Personnel Administration Manual, including, but not limited to:

1. Appendix B - Code of Ethics Policies and Procedures;
2. Appendix C - Rules of Conduct Policies and Procedures;
3. Appendix E - Alcohol and Drug Free Workplace Policies and Procedures;
4. Appendix F - Anti-Harassment Policy Policies and Procedures; and,
5. Appendix G - Violence in the Workplace Policies and Procedures

SECTION SEVENTEEN—PERSONAL PROPERTY. The caretaker has use of one bay of the garage for personal use. The garage may not be used for any commercial purpose. The garage bay must be kept in a safe and organized fashion that enable access. No food, fuels, solvents, paint, fertilizer, pesticides, or other household hazardous chemicals may be stored in the garage. All items must be kept in neatly stacked bins, or on shelving provided by the caretakers. The caretaker may have a total of two passenger vehicles on-site. No boats, trailers (other than RV residence), ATV’s, motorcycles or other vehicles may be stored on-site. All caretaker personal property must be stored either in the caretaker or RV, or in the Caretaker’s garage bay. All property belonging to the Caretaker shall be removed by the Caretaker by the end of the term of this Agreement.

SECTION EIGHTEEN—BACKGROUND CHECK. Prior to beginning the duties of this Agreement, the Caretaker shall be required to complete and pass a Washington State Patrol fingerprint identity and criminal history check. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check.

SECTION NINETEEN—SIGNATURES. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement will have the same force and effect as if all the parties had signed the original. The parties agree that facsimile and electronic signatures will have the same force and effect as original signatures.

SECTION TWENTY—LIMITS ON WAIVERS OF DEFAULT. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or

provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted.

SECTION TWENTY ONE—PUBLIC RECORDS ACT. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Caretaker agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Caretaker also agrees that upon receipt of any written public record request, the Caretaker shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW (as may be amended).

SECTION TWENTY TWO – PETS. The Caretaker may keep one dog which will be kept on a leash and prevented from creating a nuisance by barking. The dog must not interfere with any aspect of the park patrons described in this agreement. The Caretaker will not board any pet not belonging to the Caretaker for any period. The Caretaker may keep one cat which will be kept inside or on a leash at all times.

SECTION TWENTY THREE- TRAINING REQUIREMENTS

The caretakers must participate in the following training programs which will be provided by the County at the County’s expense: First Aid/CPR/AED, and Blood Borne Pathogen Safety.

SECTION TWENTY FOUR-NO MODIFICATIONS. The Caretaker will not make modifications, repairs, improvements, or changes to any trail, building or other facility or resource in the park without prior written permission.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Caretaker has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

CARETAKERS

By: _____
Heather Dudley Nolette, District 1 Date

By: _____
Signature Date

Printed Name

By: _____
Heidi Eisenhour, District 2 Date

By: _____
Signature Date

Printed Name

By: _____
Greg Brotherton, District 3 Date

SEAL:

ATTEST:

Carolyn Galloway, CMC Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

Jefferson County
Caretaker Agreement for Gibbs Lake Park

EXHIBIT A

Duties of the Caretaker

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 supervision of the Parks Maintenance III Foreperson, 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 by 8am. Send timecard at the end of each week along with a short report via email on Mondays by 8am summarizing how the weekend went, any issues, and maintenance concerns or questions.
2. One or both Caretakers should be on-duty, and available to monitor, supervise and or work at the park throughout the entire day, five days per week. Short-term coming and going throughout on-duty days is expected and beneficial. The Caretakers are expected to be off-duty (either at the park or away from the park) on Tuesday and Wednesday of each week, during which time they will not complete any Caretakers service, including monitoring or supervision except in case of emergency.
3. Supervise, provide customer service, and monitor Gibbs Lake County Park in coordination with supervisor, on a self-directed basis. Monitoring includes watching over the park and addressing maintenance issues as they arise. Customer service includes establishing positive relationships with park users, providing information, assisting with issues as they arise, and making park users feel welcome, respected, and appreciated. Supervision includes interacting with and educating park patrons, and contacting staff or law enforcement as needed. Send Park Information Program (PIP) email and photo as needed according to the program description.
4. Within 30 days of the initiation of this agreement, the caretaker may propose a vacation schedule of no more than 12 vacation days per year. 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. Modifications to the approved vacation schedule can be proposed no less than 30 days in advance and are also subject to the approval of the Parks and Recreation Manager.
5. Monitor the condition of the trails, parking lots, signs, kiosks, beaches, and buildings and report any maintenance or repair issues to park staff as soon as possible.
6. Maintain designated Caretaker's area in a park-like, neat and orderly manner, e.g., mow the grass, weed and edge, and keep free of litter or accumulation of debris or excess belongings.

7. Conduct day to day maintenance of the well water system including adding salt to the water softener and changing the water filter. Record salt addition and water filter change.
8. Pick up litter within the park, inspect the kiosks and parking lots on a daily basis. Inspect the toilet once a day, and clean it two times per week.
9. Join a team of volunteers and staff to maintain the trails throughout the entire park. Maintenance activities may include: blowing or raking, string trimming the sides, cutting back brush, cleaning drains, or other maintenance. Caretaker may not use a chain saw but may use a hand saw to remove small downed trees or branches.
10. Maintain the both lake access areas, fisherman's area, water line road, sewer line road, parking lots, and well-house access road. This includes: remove branches, use blower or rake to clean, mowing, string trim, cutting back brush, removing garbage, repairing delineator logs, repairing fences or sign posts, maintaining the kiosk, stocking maps in kiosk, light landscaping, and other needed tasks.
11. Call the Jefferson County Sheriff or Jefferson County Parks and Recreation Staff as needed 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.
12. 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.
13. Caretaker shall not make any changes to the Caretaker's residence, garage, or other buildings, property or natural habitat including but not limited to: utility work, modification of walls or fixtures, changing landscaping, road construction or maintenance, and cutting of downed or standing wood without written permission from the Parks and Recreation Manager.
14. Work with the parks staff team in other parks 8 hours per week. The exact work schedule will be negotiated at least 30 days in advance and may vary.
15. Work with the parks staff team at Gibbs Lake 4 hours per week. This work could include the regular duties of the position or it could be special project or other maintenance work.
16. Other duties as assigned.
17. Total weekly workload not including passive monitoring is 20 person hours per week. The total weekly work hours shall be reported to the County for Workers Compensation Insurance purposes. Volunteers report hours monthly in an email or handwritten report.
18. Using the rate of \$16.70/hour, the value of the duties of the Caretaker for 31 weeks is \$10,354. See table below for detailed information.

Gibbs Caretaker Work Analysis Based on 31 Weeks				
Example Schedule - Duties Vary Seasonally				
Task	Hours/Week	Weeks	Total Hours	Value
Park Monitor	2	31	62	\$ 1,035
Clean Park and Vault Toilet	2	31	62	\$ 1,035
Trash pick up				
Toilet cleaning				
Trail Maintenance Team	3	31	93	\$ 1,553
General Park Maintenance	4	31	124	\$ 2,071
Assigned areas				
Other Parks as Part of Team	8	31	248	\$ 4,142
One 8 hour day per week				
Once/Month Project with Maint Team	1	31	31	\$ 518
Special project at Gibbs Lake Park				
Total	20		620	\$ 10,354
Hourly Rate Equivalent	\$ 16.70	(Average, seasonal variations occur)		

Jefferson County

Caretaker Agreement for Gibbs Lake Park

EXHIBIT B

Provided to the Caretaker

County shall provide for Caretaker, and Caretaker shall accept from the County, in exchange for Caretaker's services the following:

1. RV Site with garbage service, water, septic hook up, and electrical hook up: \$334/week for 31 weeks.
2. Total Compensation to the Caretaker: \$10,354. See table below for more information.

Gibbs Lake Caretakers Compensation Table		
	Week	31 Week Term
Caretakers area with one garage bay, power, water, septic hook-up, garbage service and storage for 2 vehicles	334	\$ 10,354
Total	334	\$ 10,354

Jefferson County

Caretaker Agreement for Gibbs Lake Park

EXHIBIT C

Intervention Policy

1. The Caretaker may in a friendly manner: introduce self, greet and assist park visitors, answer questions and explain regulations in an open and friendly manner. The Caretaker may distribute copies of maps, rules and brochures, may assist in locating a part of the park, will be familiar with points of interest and location of services that might be of interest to the visitor. The Caretaker may assist in park public relations, education activities and special events. The Caretaker will wear their county badge and at least one garment or cap with a Parks and Recreation Logo while interacting with the public.
2. The Caretaker will not attempt to discipline or apprehend any park user. The Caretaker 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 directly. **LAW ENFORCEMENT WILL BE DONE BY THE JEFFERSON COUNTY SHERIFF, not the Caretaker.**
3. The Caretaker is to inform visitors of rules and regulations. If the park users seem cooperative, the Caretaker can ask them to correct the situation in a friendly manner. If the park users do not comply after one friendly reminder or intervention, then the Caretaker is prohibited from making any further contact with that visitor. The Caretaker must keep in mind that they may not receive immediate response from law enforcement.
4. In the event of an uncooperative visitor, a visitor that makes the Caretaker uncomfortable in any way, or in any unpredictable situation, the Caretaker will leave the situation immediately and contact the appropriate party.
5. If the visitor's vehicle is vacant and a rule is being violated, the Caretaker may leave written notice, using the pre-printed notice book.
6. Per the agreement, the Caretaker must follow County personnel policy including: **SECTION SIXTEEN, ANTI-HARASSMENT AND DISCRIMINATION - Appendix F Anti-Harassment Policy and Procedures, and SECTION SEVENTEEN, ETHICS - Appendix B Code of Ethics Policies and Procedures.**
7. A class 2 high visibility vest will be worn whenever caretaker is on a road or in a parking lot.

EXHIBIT D

Jefferson County

Caretaker Agreement for Gibbs Lake Park

Maintenance Equipment, Supplies, and Expenses Provided by the County

1. Blower, string trimmer, mower.
2. Fuel, oil, and supplies to operate all power equipment owned by the County.
3. Maintenance of County owned power and manual equipment.
4. Personal protective equipment required for park maintenance work.
5. Hand tools.
6. Supplies required for the freshwater supply system including water softener supplies and filters.