



Jefferson County Parks and Recreation

HJ Carroll Park

Caretakers Wanted

HJ CARROLL PARK CARETAKERS WANTED. Jefferson County Parks & Recreation is seeking two people to play a key 'live-on-site' role. There is seasonal variation, but on average, the caretakers work 14 hours per week maintaining and supervising this beautiful day-use park. In exchange for your service, we provide a large, private, gated space with full hook-ups, yard, and storage space.

Bring your own RV, park model or tiny home. We pay all utilities. Year-round & long-term. Both caretakers should be available periodically throughout the day. This is an annual contract services agreement, not a Jefferson County employment opportunity. Apply now. First application review Feb 18th. For more info, see www.countyrec.com, or call Matt Tyler (360)385-9129.



The Rotary Pavilion, HJ Carroll Park



Fenced, Gated Caretakers Area with Private Entrance and Plenty of Space

JEFFERSON COUNTY
SAMPLE CARETAKERS AGREEMENT for REVIEW, SUBJECT TO CHANGE

THIS CARETAKERS AGREEMENT (this “Agreement”) is made between -----
(collectively “Caretakers”) and Jefferson County, State of Washington (the “County”).

PURPOSE: The purpose of this Agreement is to provide the terms, covenants and conditions under which Caretakers will provide services to the County at of HJ Carroll County Park located at 9884 Rhody Drive, Chimacum, Washington (the “Park”).

SECTION ONE—DUTIES OF CARETAKERS. The duties and work schedules of the Caretakers are listed on Exhibit A. The Caretakers shall perform the duties listed in Exhibit A in a conscientious and workmanlike manner.

SECTION TWO—TERM OF AGREEMENT. The term of this agreement shall be a period of one (1) year beginning -----, and ending -----, subject to earlier termination as provided in this Agreement. This agreement is renewable by mutual agreement of both parties. Caretakers 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 the items listed in Exhibit B.

SECTION FOUR—CARETAKERS ARE INDEPENDENT CONTRACTORS. The Caretakers are independent contractors with respect to the County and are not employees of the County. The Caretakers 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 CARETAKERS. The County shall carry industrial insurance coverage on the Caretakers.

SECTION SIX—CARETAKERS’ LACK OF AUTHORITY TO ENTER INTO CONTRACTS ON BEHALF OF 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 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 CONTRACT. 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) days written notice to the other. In the event of any violation by the Caretakers of any of the terms of this Agreement, the 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' 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 that 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 any time 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 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' duties, the Caretakers are exposed to outside weather conditions. The 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 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 Caretakers shall follow all relevant state and federal workplace safety requirements to include

compliance with the County’s safety directives and polies. 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 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 Caretakers, the Caretakers 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 Caretakers 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. 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. Motor home insurance (actual cash value) and “Homeowner’s” or “Renter’s” insurance against loss or liability with respect to the Caretakers’ mobile residences. Said insurance policies will be primary to any insurance or self-insurance held by the County.

The Caretakers 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 forty-five (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 Caretakers shall provide to comply with this Agreement.

The Caretakers’ 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 Caretakers’ 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—ANTI-HARASSMENT AND DISCRIMINATION. Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Caretakers shall comply with the Jefferson County Personnel Administration Manual, Appendix F Anti-Harassment Policy and Procedures.

SECTION SEVENTEEN—DRUG USE POLICY. While performing services under this Agreement, the use of illegal drugs, alcohol, or controlled substances on the County property or premises is strictly prohibited. The Caretakers employees shall not perform services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.

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

SECTION TWENTY—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 TWENTY-ONE—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-TWO—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.

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

(SIGNATURES ARE ON THE FOLLOWING PAGES)

SAMPLE SUBJECT TO CHANGE

JEFFERSON COUNTY WASHINGTON

CARETAKERS

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: _____
Signature

By: _____
Greg Brotherton, Commissioner Date

Name: _____
Date: _____

By: _____
David Sullivan, Commissioner Date

By: _____
Signature

SEAL:

Name: _____
Date: _____

ATTEST:

Carolyn Galloway Date
Deputy Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

Approved as to form only:

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

EXHIBIT A
Jefferson County
Duties of the Caretakers

1. Serve as a vital team member within Jefferson County Parks and Recreation. Accept and agree to the general management of the Parks and Recreation Manager, and the direct 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 to him/her from time to time. Communicate regularly with supervisor: provide Monday morning update, and send weekly work and hours report. The designated caretaker supervisor referred to in this agreement is the Parks Maintenance III Lead staff member.

2. Both caretakers should be on-duty, and available to work at the park periodically throughout the day, five days per week. Both caretakers are expected to be off-duty two weekdays (consecutive or intermittent), during which they will not complete any caretaker service, including monitoring or supervision. The schedule of five days on, two days off will be determined in coordination with supervisor a minimum of 45 days in advance. Short term coming and going throughout on-duty days is expected and beneficial.

3. The caretaker may propose an annual schedule of off-duty time each year within 30 days of the initiation of the agreement, and then in January each year thereafter. 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. Off duty time will occur in blocks of a maximum of two weeks in any given calendar month. The total amount off duty time is 20 service days per year (prorated to 1.66 days per month).

4. Supervise, provide customer service, and monitor H.J. Carroll 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. Value: \$1392

5. Maintain designated Caretakers' area in a neat and orderly manner, e.g., mow the grass, weed and edge landscaped areas within the Caretakers' area in coordination with supervisor, on a self-directed basis. Value: \$696

6. Conduct "Park Patrol" Empty garbage cans in the entire park on the weekends, and certain specific cans throughout the week, in coordination with supervisor, on a self-directed basis. Cans must be emptied prior to events, and must be monitored during events. All cans should be empty on Monday morning for the start of the week. Clean garbage from the ground every day when on duty. Check restrooms and do minor clean/re-stock as needed. Value \$2,088

7. Clean restrooms on Saturday and Sunday evenings, in coordination with supervisor, on a self-directed basis. Monitor restrooms during events. Coordinate with supervisor to clean the restrooms during the weekdays as needed. Value \$2,088

EXHIBIT B
Jefferson County
Compensation to the Caretakers

As part of this Agreement as Caretakers of the Park, County shall provide for the Caretakers, and the Caretakers shall accept from the County, in full payment for Caretakers' services the following:

1. Fenced Caretakers' area with yard, gated access drive, and shed, on which to place and reside in their recreational vehicle, tiny home, or other portable structure. Caretakers' area is 7,250 square feet. An external storage shed is allowed, but is not to exceed 100 square feet. Value: \$600/month or \$7,200 for the term of this Agreement.

2. Caretakers may keep up to two (2) vehicles used for regular transportation at the Caretakers' site. Additional vehicles such as boats, utility trailers, or other recreational vehicles may not be stored at the site. Value: \$46/month or \$552 for the term of this Agreement.

3. County shall provide at no expense: propane, electricity, water, septic, and garbage service. Value: propane \$75/month; electricity \$75/month; water \$35/month; septic \$45/month; garbage \$23/month or \$3,036 for the term of this Agreement.

4. Caretakers shall be responsible for providing their telephone carrier, long distance service, cable service, and Internet services as desired. WAVE cable broadband, high speed Internet and cable TV access is available on site but must be activated and paid for by the Caretakers under the Caretakers' personal account with WAVE cable.

5. Total value of compensation to Caretaker: \$10,788 for the term of this Agreement.

CARETAKERS SIGNATURES

_____	Date	_____	Date
Name:		Matt Tyler, Manager	
		Jefferson County Parks and Recreation	

Date
Name:

EXHIBIT C
Jefferson County Intervention Policy

**LAW ENFORCEMENT WILL BE DONE BY THE JEFFERSON COUNTY SHERIFF,
NOT THE CARETAKERS**

1. The Caretakers may in a friendly manner: introduce selves, greet and assist park visitors, answer questions, and explain regulations in an open manner. The Caretakers may distribute copies of maps, rules and brochures, may assist in locating a part of the park, and will be familiar with points of interest and location of services that might be of interest to the visitor. The Caretakers may assist in park public relations, education activities, and special events. The Caretakers will wear their badges and at least one garment or cap with a Parks and Recreation Logo while interacting with the public.

2. The Caretakers will not attempt to discipline or apprehend any park user. Caretakers 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.

3. The Caretakers are to inform visitors of rules and regulations. If the park users seem cooperative, the Caretakers can ask them to correct the situation in a non-confrontational way. If the park users do not comply after one reminder or intervention, the Caretakers are prohibited from making any further contact with that visitor. The intervention and issue should be documented in the weekly report for follow up by staff or the Jefferson County Sheriff.

4. In the event of an uncooperative visitor, a visitor that makes the Caretakers uncomfortable in any way, or any unpredictable situation, the Caretakers will leave the situation immediately and contact the appropriate party.

5. The Caretakers will never approach a vehicle after dark. A light may be shone on the vehicle from a significant distance. If the visitor's vehicle is vacant and a rule is being violated, the Caretakers may leave written notice using the pre-printed notice book.

6. Per this Agreement, the Caretakers 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.

CARETAKERS SIGNATURES

Date
Name:

Matt Tyler, Manager Date
Jefferson County Parks and Recreation

Date
Name:



Jefferson County Parks and Recreation Caretaker and Camp Host Application
Background Check is Required Prior to Placement

Applicant Name:

Day Phone:

Home Phone:

Cell Phone:

Email:

Applicant Name:

Day Phone:

Home Phone:

Cell Phone:

Email:

Current Mailing Address:

City:

State:

Zip:

Others that may be living with you or visiting on a regular basis? Describe:

Do you smoke? Yes No

Any Pets? Describe:

Have you been convicted of a Crime? Please describe:

RV Information:

Year:

Size:

Type:

Vehicle Information: Please list year and type for all motor vehicles:

Other vehicles, sheds or equipment you plan to store on site? Please describe:

Briefly describe why you would like this position:

Name, Physical Address and Contact of Current Position (if applicable):

Contact Name:

Phone Number:

A Resume maybe substituted for the following section:

Name:

Education and Training:

Description of General Work Experience:

Name:

Education and Training:

Description of General Work Experience:

Please list three (3) Relevant Work Experiences as a Caretaker:

1. Name of location:

Job Title:

Address:

Supervisor:

Phone Number:

May we contact this person: Yes No

General Description of position:

2. Name of location:

Job Title:

Address:

Supervisor:

Phone Number:

May we contact this person: Yes No

General Description of position:

3. Name of location:

Job Title:

Address:

Supervisor:

Phone Number:

May we contact this person: Yes No

General Description of position:

Please provide three (3) Professional References. Personal references may be substituted if needed.

1. Name

Relationship:

Phone Number:

2. Name

Relationship:

Phone Number:

3. Name

Relationship:

Phone Number:

Signature

Date

Signature

Date