

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**In the Matter of an Order Approving
Park Host Volunteer Agreement
(Lobster Creek)**

)
) **ORDER NO. 23268**
)
)

WHEREAS, Curry County needs a volunteer to serve as Park Host for Lobster Creek Campground; and,

WHEREAS, Joseph Downs has indicated availability to enter the into the Park host Volunteer Agreement scheduled for June 21, 2023 through September 30, 2023; and

WHEREAS, Curry County and Joseph Downs will enter into a Park Host Volunteer Agreement, attached hereto, upon approval by County Legal Counsel.

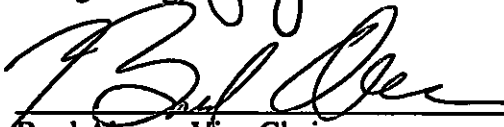
NOW, THEREFORE, IT IS HEREBY ORDERED THAT the attached Park Host Volunteer Agreement with Joseph Downs is approved, with a 30-day trial period.

DATED this 21st day of June 2023.

BOARD OF CURRY COUNTY COMMISSIONERS



John Herzog, Chair



Brad Alcorn, Vice Chair

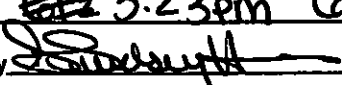


Jay Trost, Commissioner

Approved as to Form:



Michael E. Fitzgerald, OSB #950738
Curry County Legal Counsel

CJ 2023-157
Curry County Clerk, Shelley Denney
Filed Date 6 21 23
Time 3:23pm 6 pgs
Deputy 
S. Lindsey Harris

PARK HOST VOLUNTEER AGREEMENT

LOBSTER CREEK COUNTY PARK | CONTRACT NO. _____

This Agreement is entered into this 21st day of May 2023, by and between Curry County, a Political Subdivision of the State of Oregon (County) and Joseph Downs (Host) as follows:

RECITALS:

WHEREAS, the County has a need for volunteers to serve as Park Host for Lobster Creek Campground (hereinafter "County Park") to watch and provide security for the property, to call for assistance, when necessary, to coordinate activities with Parks Management, and to perform other services as necessary; and

WHEREAS, the County has a campsite space available for the Host to use ("Host Campsite"); and,

WHEREAS, the County is willing to allow the use of the campsite by the Host, rent and utility free, to provide them with a small stipend of \$500.00 per month, and to assist the Host in the performance of their voluntary services for the term of this agreement.

The County and Host agree to the following provisions:

1. ADMINISTRATION OF THIS AGREEMENT AND CHAIN OF COMMAND

1.1 The Parks Management shall administer this agreement and recommend to the Board of Commissioners termination or renewal of this agreement. The Parks Management is the sole administrator of this contract.

1.2 If the Park Host has a complaint about the Parks Management, they are to contact the Board of Commissioners Parks Liaison.

2. DESCRIPTION OF FUNCTIONS AND SERVICES

2.1 Host shall voluntarily perform the functions and services described in Exhibit "A" that is attached to this agreement and such other services as authorized by Parks Management. County reserves the right to modify the Host duties and service to the County as necessary for the efficient operation of the designated County Park.

2.2 The Host understands that they are donating their hours of service to the County and that this is done without any promise or expectation of compensation for services rendered. The Host will not receive any compensation for services performed under this agreement. The Host is not eligible to receive unemployment benefits, social security, health insurance, or any other benefits that are provided to paid employees of the County, with the exception of worker's compensation coverage that the County provides to volunteers. The provision of a Host Campsite, no-cost utilities and a stipend by the County is not compensation for service rendered but rather a benefit and gratuity that the County freely chooses to provide.

3. CAMPSITE, OCCUPANCY, PETS, UTILITIES AND STIPEND

3.1 As a gratuity to Host, County hereby allows Host the use of a space at the County Park for placement of a recreational vehicle that is the residence of the Host. As a further gratuity, the County shall provide water, electrical, sewer and garbage utilities in reasonable amounts for the Host. Lobster Creek has limited utilities, and this was shared with host.

3.1(a) The Host shall always maintain the Host Campsite and surrounding area in a clean and sanitary condition. Items used for outdoor recreation are allowed outside, provided they are maintained in an orderly fashion; any other personal items must be stored inside the Host's recreational vehicle, mobile trailer, and/or personal vehicle(s). All personal vehicle(s), recreational vehicle(s), and/or mobile trailer(s) that will be parked at the Camp Host Site must first be approved by the Parks Management to ensure suitability for the Park.

3.1(b) County Park will allow one remote cabin for storage of personal items of the Host, but will not be responsible for lost or stolen items.

3.2 No more than two guests (Host and one other) will reside at the host site. Both the host and guest must submit to a background check. The Host is liable for the actions of any person who may at any time be residing therein.

3.3 The Host shall vacate the Host Campsite and remove their residence (recreational vehicle) and personal property within five (5) days of the termination of this Agreement.

3.4 The Host may not alter or improve the Host Campsite, the campground, or any County Park services without prior permission from Parks Management or his/her designee.

3.5 County employees or agents may inspect the County Park and Host Campsite at reasonable times.

3.6 The Host shall be responsible for providing, at their own expense, any insurance coverage for their personal property to include their recreational vehicle, mobile trailer, and/or any personal vehicle(s).

3.7 Pets: All pets must be preapproved and have current vaccinations, County Licensed, and such must remain current during the term of this Agreement. Host shall always maintain control of the pet(s) and shall not allow the pet(s) to run at large.

3.7(a) If the Parks Management determines, in their sole discretion, that the Host's pet(s) exhibit aggressive behavior, the Host shall be required to remove the pet from the County Park as directed by the County.

3.8 Host will be compensated at the rate of fifty cents (\$0.50) per mile for driving their personal vehicle for park business only when directed by the Parks Management or other County staff.

3.9 Host shall not sublet any portion of the designated premises.

3.10 Host shall not assign any duties designated by this Agreement to any other individual.

4. TIME COMMITMENT

4.1 Hosts and Parks Management will work to maintain a schedule that typically allows five days on including weekends and holidays, with two days off May 15th through September 30th.

4.2 Hosts shall notify the Parks Management of any anticipated absences from the County Park for more than twenty-four (24) hours. Hosts must provide this notice in writing no later than five (5) days prior to the anticipated absence.

4.3 When the Park Host is off site, he or she shall leave the tablet, all keys, change, cash, and any other items necessary for park operations in the park Office for ease of access.

5. COMPLIANCE WITH LAWS

5.1 This agreement shall be governed by and subject to the laws of the State of Oregon. The parties shall perform their duties in accordance with all applicable statutes, ordinances, regulations, and administrative rules now or hereinafter in effect.

5.2 If any provision of this Agreement is held by a Court or administrative body to be invalid, such invalidity shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid provision had never been included.

5.3 The County may modify the terms of this Agreement by written notice to the Park Host as necessary to comply with changes in federal and state statutes, regulations, administrative rules, and orders.

6. TERM AND TERMINATION

6.1 If the Park Host fails to perform any of the services and/or obligations of this Agreement or acts in any such way that their behavior is reasonably deemed to be detrimental to the integrity, functionality, or safety of the Parks Department, the County may terminate this Agreement at its sole discretion upon twenty four (24) hours written notice.

6.2 Either party may unilaterally terminate this Agreement with or without cause upon thirty (30) days prior written notice or such lesser written notice when dictated by emergency conditions.

6.3 This agreement shall be effective June 21, 2023 – September 30, 2023, unless terminated pursuant to the provisions of Sections 6.1 or 6.2. Agreements are for 6-month terms and can be renewed with both parties agreement. Both parties have agreed this will be on a trial basis for the first 30 days to determine if the small conversion van will be appropriate. If not a 24 hour notice is agreed to by either party.

6.4 Termination shall not prejudice any right of the parties prior to the effective date of termination.

7. MODIFICATIONS

Except as provided in Sections 2.1 and 5.3, this Agreement may be changed only by written modifications signed by both parties and may not be amended or modified by oral agreements or understandings between the parties.

8. ENTIRE AGREEMENT

This Agreement supersedes all prior and existing written or oral understandings between the parties. No other agreements, whether expressed or implied, shall be considered a part of this Agreement unless made in writing and executed by the parties hereto.

PARK HOST

Dated: _____, 2023.

Joseph Downs
Park Host

CURRY COUNTY PARKS DEPARTMENT

Dated: _____, 2023.

Wendy S. Lang
Curry County Parks Director

BOARD OF COMMISSIONERS

John Herzog, Chair

Brad Aleorn, Vice Chair

Jay Trost, Commissioner

APPROVED AS TO FORM:

Ted Fitzgerald, OSB# 950738
Curry County Legal Counsel

Exhibit "A"
SERVICES OF A VOLUNTEER PARK LOBSTER CREEK

The volunteer park host helps maintain and operate Lobster Creek County Park, a part of the Curry County Park System. The host will work with Parks Management to cover the remote coverage of groups May 15th to September 30th. They must work and live in the campground near campers, have a sign identifying them as park hosts at their site, and understand it is a remote facility.

Perform Visitor services such as;

1. Greet visitors and make them feel welcome, while not getting involved with groups or in the way of their activities.
2. Answer questions, receive comments, be readily accessible to the public.
3. Represent Curry County Parks, serving as a contact point for guests.
4. Notify Parks Management and/or Law Enforcement when emergencies arise.

Perform Maintenance services such as;

1. Check, clean and stock restrooms.
2. Keep the park clean of litter and trash.
3. Maintain a tidy host site.
4. Work on maintenance or service projects.
5. Mow, weed, landscape or garden.
6. Maintain a variety of equipment.
7. Assist Parks Management in check in/check out duties.
8. Advise Parks Management of issues, improvements or broken equipment.
9. Other duties agreed upon with Parks Management.

Volunteer Expectations:

1. Hosts may sell only Curry County Parks approved items.
2. Hosts must get approval from Parks Management before adding any additional structures or storage containers to the host site.
3. No vehicle maintenance at your site, consult with Parks Management on options.
4. No county equipment shall be used for personal benefit.
5. No use of alcohol, marijuana, or other non-prescribed drugs while on active duty.
6. Hosts are considered official "agents" of Curry County, therefore: please dress appropriately, avoid offensive conduct and language.