

PARK HOST VOLUNTEER AGREEMENT

BOICE – COPE COUNTY PARK | CONTRACT NO. 6130

This Agreement is entered into this 1st day of April, 2022, by and between Curry County, a Political Subdivision of the State of Oregon (County) and Meaghan Haggerty (Host) as follows:

RECITALS:

WHEREAS, the County has a need for volunteers to serve as Park Host for Boice Cope Park (hereinafter “County Park”) to watch and provide security for the property, to call for assistance when necessary, to coordinate activities with the County Parks Coordinator, 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 \$300.00 per month October through May and \$500 per month June through September, 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 County Parks Coordinator shall administer this agreement and recommend to the Board of Commissioners Office Administrator termination or renewal of this agreement. The Coordinator is the sole administrator of this contract.

1.2 If the Park Host has a complaint about the Parks Coordinator, they are to contact the Board of Commissioners Office Administrator.

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 the Coordinator. 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.

2.3 Check In / Check Out: When guests arrive, the Host shall greet and assist with sign in the guests.

2.3(a) The Host will follow all applicable online reservation system rules and assist guests with reservation needs.

2.4 The Host shall insure that roadways remain clear, that high use areas and stairs are in good working order and free of slip, trip and fall hazards; and will report all hazards to Parks staff.

2.5 The Host shall inform guests that there is no wildlife interaction allowed within the park. All violators must be reported immediately. Any interactions with dangerous wildlife must be immediately reported to Curry County. The Host must not peruse wildlife on their own.

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, propane, sewer and garbage utilities in reasonable amounts for the 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 Coordinator to ensure suitability for the Park.

3.1(b) County Park facilities are not to be used for storage of personal items of the Host.

3.2 No additional parties are authorized to reside with the Host at the Host Campsite. However, this does not waive liability of the Host for the actions of any person who may at any time be residing therein.

3.3 Any guests who stay with the Host at the Host Campsite for longer than two (2) days per week must have prior approval from the Parks Coordinator. Any guests who stay with the Host at the campsite for longer than five (5) days per year must submit to a background check. The Host is responsible for the actions of their guest(s).

3.4 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.

3.5 The Host may not alter or improve the Host Campsite, the campground, or any County Park services without prior permission from the Parks Coordinator or his/her designee. The Park Coordinator will approve camp host living accommodations to assure their personal vehicles, Recreational Vehicle, or mobile trailer is suitable for the park.

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

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

3.8 Pets: All pets must have current vaccinations, and such must remain current during the term of this Agreement. Host shall maintain control of the pet(s) at all times and shall not allow the pet(s) to run at large.

3.8(a) If the Parks Coordinator 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(b) If the pet is a dog, it must be licensed in Curry County.

3.8(c) Meaghan Haggerty is authorized to have one (1) dog at the Host Campsite.

3.9 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 Coordinator or other County staff.

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

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

4. ABSENCES

4.1 One or more Hosts must be available when the County Park is open June through September. Absences from the Park during business hours must be arranged with the Parks Coordinator prior to date of absence. The Host must notify the Secondary Park Host when they will be offsite to ensure a Park Host is always on site when possible. During the offseason, the Host and Parks Coordinator will determine reasonable hours of coverage.

4.2 Host shall notify the Parks Coordinator of any anticipated absences from the County Park in excess of 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 maintenance shop 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 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 April 1, 2022 - March 31, 2023 unless terminated pursuant to the provisions of Sections 6.1 or 6.2.

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: _____, 2022.

Meaghan Haggerty
Park Host

CURRY COUNTY

PARKS DEPARTMENT

Dated: _____, 2022.

Wendy S. Lang
Curry County Parks Director

BOARD OF COMMISSIONERS

John Herzog, Chair

Christopher Paasch, Vice Chair

APPROVED AS TO FORM:

Anthony Pope, OSB#192939
Curry County Legal Counsel

Court Boice, Commissioner

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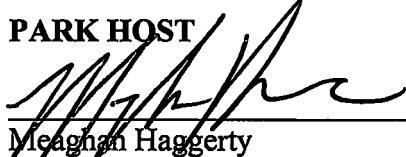
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Dated: 4/12/2022, 2022.

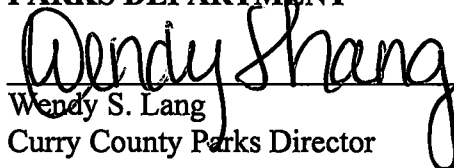
PARK HOST


Meghan Haggerty
Park Host

CURRY COUNTY

PARKS DEPARTMENT

Dated: 4/12/2022, 2022.


Wendy S. Lang
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