

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

Order approving)
Secondary Park Host Volunteer)
Agreement-Seasonal)
Boice Cope)

ORDER NO. 23091

WHEREAS, Curry County needs a Volunteer to serve as Secondary Seasonal Park Host for Boice-Cope Park; and,

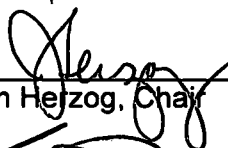
WHEREAS, Leslie Newman, Secondary Park Host Volunteer Agreement is scheduled for May 1, 2022 through September 30, 2022; and,

WHEREAS, Curry County and Leslie Newman will enter into a 6 month Secondary Park Host Volunteer Agreement as shown in Exhibit A, attached hereto, as approved by county council.

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY approves the Secondary Park Host Volunteer Agreement with Leslie Newman for one year.

Dated this 4th Day of May, 2022

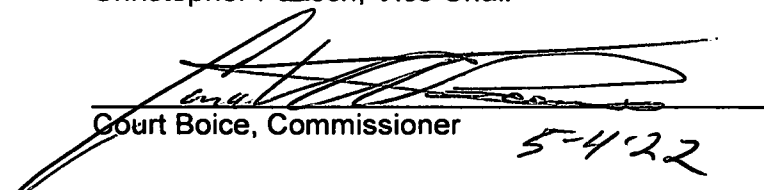
CURRY COUNTY BOARD OF COMMISSIONERS



John Herzog, Chair

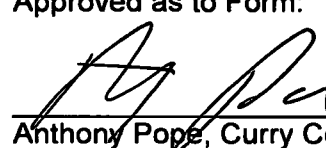


Christopher Pease, Vice Chair



Court Boice, Commissioner

Approved as to Form:



Anthony Pope, Curry County Counsel

FILED IN CURRY COUNTY
Renee' Kolen, County Clerk
Commissioners' Journal

CJ:2022-142
05/27/2022 11:11:28 AM
8 PAGES

SECONDARY PARK HOST VOLUNTEER AGREEMENT

BOICE-COPE COUNTY PARK | CONTRACT NO: 6131

This agreement is entered into this 20th day of April, 2022, by and between Curry County, a Political Subdivision of the State of Oregon (hereinafter "County"), and Leslie Newman (hereinafter "Secondary Host") as follows:

RECITALS:

WHEREAS, the County has a need for volunteers to serve as Park Secondary Host for the following park: Boice Cope County 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 Secondary Host to use; and,

WHEREAS, the County is willing to allow the use of the campsite by the Secondary Host rent and utility free, to provide them with a small stipend of \$300.00 per month seasonally from May 1st through September 30th of each year, and to assist the Secondary Host in the performance of their voluntary services for the term of this agreement.

County and Secondary Host agree to the following provisions:

1. ADMINISTRATION OF THIS AGREEMENT/CHAIN OF COMMAND

The County Parks Coordinator shall administer this Agreement, and recommend to the Board of Commissioners termination or renewal of this Agreement. The Coordinator is the sole administrator of this contract.

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

2. DESCRIPTION OF FUNCTIONS AND SERVICES

2.1 Secondary 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 Secondary Host duties and service to the County as necessary for the efficient operation of the designated County Park.

2.2 The Secondary 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 Secondary Host will not receive any compensation for services performed under this Agreement. The Secondary 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 campsite, utilities and a stipend by the County is not compensation for services rendered but rather a benefit and gratuity that the County freely chooses to provide.

- 2.3 Check in/Checkout. When guests arrive, the Secondary Host shall greet and sign in the guests.
 - 2.3(a) The Secondary Host will follow online reservation system rules and assist guest with reservation needs.
- 2.4 The Secondary 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 County Parks staff.
- 2.5 The Secondary Host shall inform guests that there is no wildlife interaction allowed within the park. All violators need to be reported immediately. Any interactions with dangerous wildlife must be reported to Curry County. The Secondary Host must not peruse wildlife on their own.

3. CAMPSITE, OCCUPANCY, PETS, UTILITIES AND STIPEND

- 3.1 As a gratuity to Secondary Host, County hereby allows Secondary Host the use of a space at the designated County Park for placement of a recreational vehicle that is the residence of the Secondary Host. As a further gratuity, County shall provide water, electrical, propane, sewer and garbage utilities in reasonable amounts for the Secondary Host.
 - 3.1(a) The Secondary 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 Secondary Host's recreational vehicle, mobile trailer, and/or personal vehicle(s). All personal vehicles(s), recreational vehicles(s), and/or mobile trailer(s) that will be parked at the Secondary Host site must first be approved by the Curry County 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 Secondary Host.
- 3.2 No additional parties are authorized to reside with the Secondary Host at the campsite. However, this does not waive liability of the Secondary Host for the actions of any person who may at any time be residing therein.
- 3.3 Any guests who stay with Secondary Host at the Campsite for longer than two (2) days per week must have prior approval from the Parks Coordinator. Any guests who stay with

Secondary Host at the Premises for more than five (5) days per year must have a background check. Park Secondary Host is responsible for the actions of their guest(s).

- 3.4 The Secondary Host shall vacate the campsite and remove their residence (recreational vehicle) and personal property within five (5) days of the termination of this agreement.
- 3.5 The Secondary Host may not alter or improve the campsite, the campground, or services without prior permission from the Parks Coordinator or his/her designee. The Park Coordinator will approve Secondary Host living accommodations to assure their personal vehicles, recreational vehicles, or mobile trailer is suitable for the park.
- 3.6 County employees or agents may enter upon the Secondary Host campsite at reasonable times to inspect the premises.
- 3.7 Secondary Host shall be responsible for providing, at Secondary Hosts own expense, insurance coverage for their personal property to include recreational vehicle or mobile trailer and personal vehicle(s).
- 3.8 Pets: All pets must have current vaccinations, and remain current during the term of this Agreement. Secondary Host shall maintain control of the pets at all times and shall not allow the pets to run at large.

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

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

3.8(b) Leslie Newman is authorized to have one (1) dog at her campsite.

- 3.9 Secondary Host will be compensated at the rate of \$0.50 cents per mile for driving their personal vehicle for park business at the direction of the Coordinator.
- 3.10 Secondary Host shall not sublet any portion of the designated premises.
- 3.11 Secondary Host shall assign any duties designated by this Agreement to any other individual.

4. ABSENCES

- 4.1 One or more Park 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 Secondary Host shall notify the Park Host when they will be offsite.

- 4.2 Secondary Host shall notify Parks Coordinator of any anticipated absences from the Park in excess of 24 hrs. Secondary Host must provide this notice no later than five days prior to the anticipated absence.
- 4.3 When Secondary Park Host is off-site, they shall leave tablet, keys, change, 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 County may modify the terms of this Agreement by written notice to Secondary Host as necessary to comply with changes in federal and state statutes, regulations, administrative rules and orders.

6. TERM AND TERMINATION

- 6.1 If Secondary Host fails to perform any of the services and obligations of this agreement or acts in a way where 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 emergency conditions dictate.
- 6.3 This agreement shall be effective, May 1, 2022-September 30, 2022 unless terminated sooner pursuant to 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 subsections 2.1 and 5.3, this agreement may be changed only by written modifications that are signed by both parties. It 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 in writing and signed by the necessary parties hereto.

SECONDARY PARK HOST

Dated: 5/10/2022, 2022.

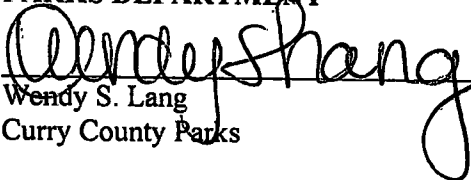


Leslie Newman
Secondary Park Host

CURRY COUNTY

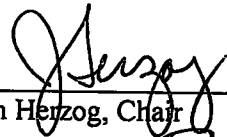
PARKS DEPARTMENT

Dated: 5/10/2022, 2022.

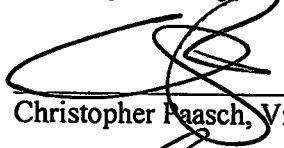


Wendy S. Lang
Curry County Parks

BOARD OF COMMISSIONERS

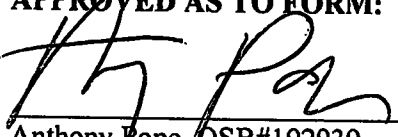


John Herzog, Chair

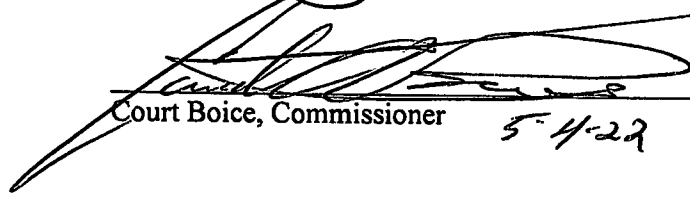


Christopher Paasch, Vice Chair

APPROVED AS TO FORM:



Anthony Pope, OSB#192939
Curry County Legal Counsel



Court Boice, Commissioner

5-4-22

Exhibit "A"
SERVICES OF A VOLUNTEER PARK HOST

The volunteer Secondary Park Host helps maintain and operate Boice Cope County Park, a part of the Curry County Park System. One or more Park Host must be available all times when the park is open unless preauthorized by the Parks Coordinator, or except in case of emergency. The park is open year-round. The Secondary Park Host is expected to perform the following services in partnership with Park Host:

1. Greet and check-in visitors, handle reservations, and make them feel welcome. Park Host will make sure campers with reservations receive the sites they have reserved. Make AM and PM contact with guests to ensure that all their needs are met.
2. Answer Park Host phone, return voicemails at minimum of once in the morning and once in the afternoon.
3. Disseminate park rules and information to public to include park fees, rental information, current fire restrictions, trail and activity information.
4. Insure that park users pay fees and follow payment collection procedures.
5. Secondary Park Host will contact the Parks Coordinator promptly with camper complaints and fill out incident reports, as necessary.
6. Sell firewood and other amenities for campers' use at the park.
7. Provide safety for park premises -- report theft, damage, criminal activity, and non-compliance of park rules to Parks Coordinator, Code Enforcement, and Sheriff's Office.
8. Secondary Park Host can issue verbal and written warnings for Park Rule Violations and will inform Parks Coordinator promptly when a warning for compliance has been issued.
9. Maintain a tidy camp site -- pick up litter; empty trash cans and replace with clean liners; advise Parks Coordinator when park dumpster needs to be emptied.
10. Keep restroom, shower and laundry facilities clean and in order / AM/PM checks -- refill paper products and soap; wipe down sinks and toilets daily; clean floor and mats daily; empty trash.
11. Provide lawn maintenance for the park as needed.
12. Secondary Park Host will not alter control panels, timer settings, or any part of septic or water systems.
13. Provide assistance in an emergency. Perform "light" repairs around the park as needed with the approval of the Parks Coordinator. Secondary Park Host agrees to report any

damage or repairs needed to the Parks Coordinator within a timely manner.

14. Coordinate any alterations and/or improvements to the campground with Parks Coordinator.
15. Track/record unscheduled guests/campers by entering guests' information into the online reservation system for traceability of all paid guest.
16. Other duties as assigned.