

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 1-9-2020.	<b>PREPARED BY:</b> Keith Wilson
<b>Meeting Date Requested:</b> 1-14-2020.	<b>PRESENTED BY:</b> Keith Wilson
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
<b>SUBJECT:</b> New camp host contract for the Franklin County RV Park for 2020	
<b>FISCAL IMPACT:</b> No fiscal impact estimated	
<b>BACKGROUND:</b> The Franklin County RV Park has contracted Bob & Joyce Tyrrell as camp hosts for several years. The compensation for the position include the rent for a RV site, which they occupy and the metered electrical usage for the RV. The 2020 camp host contract includes new duties to include: collect and count the payment drop box weekdays, collect and count the concessions as needed, and reconcile the camp host's RV inventory information with the RV Park reservation system.	
<b>RECOMMENDATION:</b> Approve the contract for the camp hosts to continue for one more year	
<b>COORDINATION:</b> Jen Johnson, Deputy Prosecuting Attorney, who approved it as to form, reviewed the contract.	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board) 2020 Camp Host contract	
<b>HANDLING / ROUTING:</b> (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) RV Park, Bob & Joyce Tyrrell, Franklin County	

*I certify the above information is accurate and complete.*

Keith A Wilson, RV Park Caretaker Name, Title

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

BEFORE THE BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

**RE: CAMP HOST CONTRACT FOR THE FRANKLIN COUNTY RV  
PARK**

**WHEREAS,** a Professional Services Contract was presented to the Board of Franklin County Commissioners for Bob & Joyce Tyrrell to act as the Franklin County RV Park host when the office is closed; and

**WHEREAS,** the Tyrrell's will perform janitorial services related to RV Park usage, register guests as needed and keep the RV Park manager updated regarding problems; and

**WHEREAS,** pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and ensure the care of the County property and management of county funds and business; and

**WHEREAS,** the Board of Franklin County Commissioners constitutes the legislative authority for Franklin County and desires to enter into this agreement as being in the best interest of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED,** the Franklin County Board of Commissioners hereby approves the Professional Services Contract between Franklin County and Bob & Joyce Tyrrell to act as Franklin County RV Park host when the office is not staffed, after hours and weekends, effective January 1, 2020 through January 31, 2021.

**APPROVED** this 14th day of January , 2020.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

*Originals: Franklin County  
Copies: RV Park, Auditors*

## **FRANKLIN COUNTY RV CAMP HOST PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made and entered into by and between **FRANKLIN COUNTY (Franklin County RV Park)**, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth, Pasco, Washington 99301, hereinafter referred to as “**COUNTY**,” and **BOB AND JOYCE TYRRELL**, with its principal offices at **Site #6, Franklin County RV Park**, hereinafter referred to as “**CONTRACTOR**.”

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF CONTRACT**

The term of this Contract shall begin February 1, 2020, and shall terminate on January 30, 2021.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

CONTRACTOR shall act as Franklin County RV Park Host when office is not staffed after hours and weekends. RV Park Host responsibilities include providing on-site supervision, assessing nightly inventory, collecting rental fees, record electrical meter usage, provide janitorial services as needed to restrooms, laundry room, and grounds, and do minor emergency repairs as needed. CONTRACTOR will report any issues, problems, or major repairs necessary to the RV Park Caretaker in a timely manner.

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in *Exhibit “A”*, which is attached hereto and incorporated herein by reference.
- b. CONTRACTOR agrees to provide its own labor. Unless otherwise provided for in the contract, no material, labor will be furnished by the COUNTY. COUNTY will be responsible for janitorial services in the Pavilion after ice hockey practices, games and tournaments.
- c. CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

3. **SERVICES PROVIDED BY THE COUNTY**

In order to assist the CONTRACTOR in fulfilling its duties under this contract, the COUNTY shall provide all relevant information to assist the CONTRACTOR with the performance of the CONTRACTOR’S services.

4. **CONTRACT REPRESENTATIVES**

a. **CONTRACTOR:**

Representative: Bob & Joyce Tyrrell  
Title: N/A  
Mailing address: 6333 Homerun Road Site 6  
City, State, and Zip Code: Pasco, Washington 99301  
Telephone Number: (509) 543-2954  
Fax Number: n/a  
E-Mail Address: n/a

b. **COUNTY:**

Representative: Keith Johnson  
Title: Franklin County Administrator  
Mailing Address: 1016 N. 4<sup>th</sup> Avenue  
City, State, and Zip Code: Pasco, WA 99301  
Telephone Number: (509) 543-2969  
Fax Number: (509) 545-3573  
Email Address: kjohnson@co.franklin.wa.us

5. **COMPENSATION**

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed to rates contained in ***Exhibit "B"***, which is attached hereto and incorporated herein by reference. COUNTY will supply to contractor one (1) RV site on site with value not to exceed **\$450.00 per month** and will supply to contractor electricity to aforementioned RV site, as metered at pedestal, with a value not to exceed \$100.00 per month
- b. CONTRACTOR shall not be paid for services rendered under this contract unless and until performed to the satisfaction of the COUNTY

6. **AMENDMENTS AND CHANGES IN WORK**

N/A

7. **HOLD HARMLESS AND INDEMNIFICATION IN WORK**

CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgements of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this contract.

8. **INSURANCE**

N/A

9. **TERMINATION**

- a. The COUNTY may terminate this contract, in its sole discretion, in whole or in part, whenever the COUNTY determines that such termination is in the best interests of the COUNTY. The COUNTY may terminate this contract upon giving a thirty-day (30) written notice by Certified Mail to the CONTRACTOR. Payment shall be made in accordance with Section 5 of this Contract. CONTRACTOR may terminate his contract with a thirty-day (30) written notice to the COUNTY.
- b. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach with ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract.

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- a. CONTRACTOR shall perform the terms of the contract. The obligations and duties of the CONTRACTOR under this contract shall not be assigned, delegated, or subcontracted to any other person or firm without prior, express written consent of the COUNTY. If written consent is granted by the COUNTY, all obligations and duties of the CONTRACTOR, shall be the responsibility of the assigned, delegated, or subcontracted person or firm in accordance with the terms specified in the written consent.
- b. CONTRACTOR must notify the COUNTY when unable to fulfill the obligations under this agreement, i.e., when vacationing and/or taking weekend trips or away from the RV Park for an extend periods of time during non-business hours. CONTRACTOR must appoint a Temporary Camp Host during such absences. The COUNTY reserves the right to approve Temporary Camp Host.
- c. No compensation will be paid by the COUNTY to any assignee, delegated party or subcontractor. The COUNTY will reduce the following month's rental for the RV space at a daily rate in accordance with the number of days such assignee, delegated party or subcontractor performed the duties under this agreement.

11. **INDEPENDENT CONTRACTOR**

- a. CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. CONTRACTOR acknowledges the entire compensation for this contract is set forth in Section 5 of this contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Franklin County employees.
- c. CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work and under this contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

12. **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this contract.

13. **DISPUTES**

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive.

14. **CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- b. Any action at law, suit in equity, or judicial proceeding arising out of this contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.

15. **SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

16. **ENTIRE AGREEMENT**

The parties agree that this contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this contract are specifically excluded.

17. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Keith Johnson, County Administrator

\_\_\_\_\_  
Bob Tyrrell

Approved as to form:

PROSECUTING ATTORNEY'S OFFICE

\_\_\_\_\_  
Joyce Tyrell

## **EXHIBIT “A”**

### **SERVICES PROVIDED BY THE PARTIES**

1. The services to be performed by the CONTRACTOR under this contract, which are described in Section 2 of the contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

- Act as RV Park Hosts when RV Park office is closed
- Perform janitorial services related to RV Park usage (janitorial duties are a responsibility of HAPO Center if related to HAPO center events or ice hockey)  
\*\*Janitorial services include keeping the RV Park restrooms and laundry room clean and stocked. Hosts are also responsible for keeping the Pavilion restrooms cleaned and stocked during the times when the HAPO Center or TCAHA are not responsible for them)
- Provide on-site supervision, including enforcement of Park Rules
- Assess nightly inventory (recording RV sties occupied and unoccupied)
- Collect concession coins with RV Park Caretaker as needed
- Perform drop-box cash count with RV Park Caretaker weekdays
- Reconcile refunds and inventory at least once a month with RV Park Caretaker
- Record electrical meters when RV Park Caretaker is not available
- Register guests when RV Park Office is closed
- Keep RV Park Caretaker updated on problems in park with patrons, grounds, or facilities

2. The services to be performed by the COUNTY under this contract, which are described in Section 3 of the contract (SERVICES PROVIDED BY THE COUNTY), are set forth as follows (if applicable):

Provide materials and equipment necessary for Contractor to perform its services.

## ***EXHIBIT "B"***

### **COMPENSATION**

CONTRACTOR'S compensation under this contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

COUNTY will supply to contractor one (1) RV site within Franklin County RV Park with value not to exceed \$450.00 per month.

COUNTY will supply to contractor electricity to aforementioned RV site, as metered at pedestal, with a value not to exceed \$100.00 per month.