

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 8/02/23		PREPARED BY: Susan Grant	
Meeting Date Requested: 8/23/2023		PRESENTED BY: Mike Gonzalez	
ITEM: (Select One)	Consent Agenda	XX	Brought Before the Board Time needed: 5 min
SUBJECT: Franklin County RV Park Camp Host 2023 Contract			
BACKGROUND: The Franklin County RV Park has contracted with Bob & Joyce Tyrrell as Camp Host since the RV Park opened in 2004. Bob & Joyce are no longer able to perform their responsibilities. It is mutually agreeable between the RV Park and David and Deborah Faith to contract as Camp Hosts from September 5, 2023 expiring September 4, 2024. The compensation for the position includes the rent of a RV Site, which they will occupy and the metered electrical usage for the RV.			
FINANCIAL IMPACT: Amount of space rent and electrical usage, up to \$7800.00.			
COORDINATION: Jeff Briggs, Shirley Jones, Mike Gonzalez, Susan Grant			
RECOMMENDATION: Approval of Camp Host contract.			
ATTACHMENTS: (Documents you are submitting to the Board) ASR/Resolution/2023 Camp Host contract			
DISPOSITION: Susan Grant, Shirley Jones			

I certify the above information is accurate and complete.

Mike Gonzalez, County Administrator

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

FRANKLIN COUNTY RV PARK CAMP HOST CONTRACT

WHEREAS, a Professional Services Contract is presented to the Board of Franklin County Commissioners for Deborah and David Faith to act as the Franklin County RV Park host when the office is closed; and

WHEREAS, the Faiths' will perform janitorial services related to the RV Park usage, the registration of guests as needed and update the RV Park manager with any issues that arise.

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 Deborah and David Faith to act as Franklin County RV Park hosts when the office is not staffed, after hours and weekends, effective September 5, 2023 expiring September 4, 2024.

APPROVED this 23rd day of August 2023.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

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 DAVID AND DEBORAH FAITH, 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 September 5, 2023, and shall terminate on September 4, 2024.

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, 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 Manager 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. 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: David & Deborah Faith

Mailing address: 201310 E. 7th Ave

Kennewick, Washington 99337

Telephone Number: (509) 851-4900

b. **COUNTY:**

Representative: Mike Gonzalez

Title: Franklin County Administrator

Mailing Address: 1016 N. 4th Avenue

Pasco, WA 99301

Telephone Number: (509) 545-3578

Email Address: mrgonzalez@franklincountywa.gov

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 **\$550.00 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. **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.

7. **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.

8. **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.

9. **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.

10. **COMPLIANCE WITH LAWS**

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

11. **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.

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

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. 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.

13. **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.

14. **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.

15. **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

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 5th day of September, 2023.

Mike Gonzalez, County Administrator

David Faith

Deborah Faith

Approved as to Form:

Civil Deputy Prosecuting Attorney

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 by keeping the RV Park restrooms and laundry room clean and stocked
- Keep walkways by the restrooms, the laundry room, and self-pay station clear of snow and ice if Caretaker is unavailable and as needed.
- Provide on-site supervision, including enforcement of Park Rules
- Collect concession coins with RV Park Caretaker as needed
- Perform drop-box cash count with RV Park Caretaker weekdays
- 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 \$550.00 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.