AGREEMENT
FOR THE MANAGEMENT AND MAINTENANCE
OF HEWITT AND JOHN NOBLE HOLCOMB PARKS

This Contract is between Baker County (County) and __________________________ (Contractor)

Witnesseth:
WHEREAS, County has determined that the most efficient mechanism for the management and maintenance of Hewitt and John Noble Holcomb (Holcomb) Parks is to contract for on-site management services; and

WHEREAS, County published a Notice of Request for Proposals for the management and maintenance of Hewitt and Holcomb Parks; and

WHEREAS, County has determined that (Contractor) has the necessary qualifications and/or experience to manage the parks as a private contractor to the satisfaction of the County;

NOW THEREFORE, THE PARTIES, FOR THE CONSIDERATION NAMED, DO HEREBY AGREE TO THE FOLLOWING TERMS;

GENERAL RESPONSIBILITIES

CONTRACTOR WILL:
Provide year-round, on-site parks management of Hewitt and Holcomb Parks. The in-season management is from April 1st through September 31st. The off-season management is from October 1st through March 31st. Living quarters and utilities will be furnished as part of the compensation package for year-round management. Specific duties related to each season are as follows:

Year-Round:
1. Manage the parks in a safe and orderly manner.

2. Supervise the use of the parks by the public to assure that activities conform with Federal, State, and local laws, including park ordinances and rules. Supervision of use of the park includes prevention of excessive noise and no discharging of firearms.

3. Provide security. This includes being aware of park visitors and what they are doing, noting suspicious activity, and calling 911 when needed. This position will not confront or intervene should malicious activities occur. Firearm use is not allowed in the parks. Immediately notify the Commission Chair of criminal activity and police intervention.
4. If the flags become tattered, Contractor shall promptly inform the Commission Chair.

**Administration/Recordkeeping** (Year-Round as applicable):

5. Be responsible for collection and remittance of all fees due to the County from park patrons, including camping, parking, day use, shower, wood and ice fees.

6. Make out successive numbered fee receipts in triplicate for all services and sales. The original is to be given to the park patron, one copy should be kept for Contractor’s records, and one copy should be kept for County’s records. Baker County will provide the proper receipt books.

7. Submit fees and receipts collected to the Baker County Treasurer’s Department on a weekly basis (at a minimum) along with a breakdown of each week’s fee collection. Contractor will detail attendance with the following categories: seasonal pass, Holcomb day use, Hewitt day use, overnight camping, tent camping, showers, fire wood, ice and any other items that are approved for sale.

8. Submit all bills/invoices to the Administration Office on a weekly basis (at a minimum).

9. Take and record Reservations for RV, camping, and large groups.

10. Records will be kept for fuel used and maintenance of County provided equipment. Records will be submitted to the Commission Chairman.

11. Provide the Commission Chairman with a weekly list of any and all theft of services from park patrons.

12. Provide the Commission Chairman at the end of each month, with a minor maintenance schedule projection for the following month. The schedule shall include a priority ranking of needed activities. During the month, Contractor shall report all activities completed. If any activity is not completed according to the proposed schedule, Contractor shall notify the Commission Chairman.

13. Record gallons of water used on the first day of each month and report reading to the Commission Chairman.

14. Notify the Commission Chair within 24-hours of any damage that would require major repairs with estimates over $500.00.

15. Contact the Commission Chair for prior authorization to purchase any unexpected items under $500.00.
In-Season:

16. Supervise the parking of campers, trailers, tents, boat trailers, overnight tow vehicles and day use parking.

17. Ensure that restrooms and showers are thoroughly cleaned and stocked at least twice a day; in the restrooms, toilets, urinals, sinks, floors, and lower walls will be cleaned; spiders and webs will be eliminated; rodents and droppings will be removed; trash will be emptied and the container washed; and Contractor will ensure that an adequate supply of toilet paper, towels and other supplies are present at all times. Signage to be placed in restrooms and showers for park patrons which will read “If you need assistance please contact the Park Manager”. All facilities will be checked periodically throughout the day to maintain a high degree of cleanliness.

18. Ensure that the floating toilet is stocked, cleaned and serviced once a week, at a minimum. Clean the toilet, floor and lower walls, remove spiders, webs and rodents; remove any trash. Signage to be placed in restroom will read “If you need assistance please contact the Park Manager”. Ensure all mechanical features are operational. Waste from the surface holding containers shall be dumped to the main septic holding tank weekly. Closely monitor the septic tank capacity meter and contact the Commission Chair immediately when it becomes full to make arrangements to have it pumped. Report any deficiencies to the Commission Chair.

19. Water the grass at least (3) times a week, more or less, to ensure that it is kept green at all times.

20. The grass will be mowed and trimmed once a week or as needed. Grass mowed along the sidewalk shall be mowed so that it does not exceed 6-inches in height. Contractor shall be responsible for all maintenance and liability associated with the use of County mowing equipment. Contractor will be required to replace lawn equipment if the equipment is rendered inoperable due to the Contractor’s negligence. The replacement equipment shall be in as good or better condition, and as good or better quality, than what is being replaced.

21. Ditch screens will be kept free of debris, and the system will be kept in an operable status.

22. Monthly or as needed:
   - **Hewitt**
     - Clean septic screens on the Hewitt Day-Use bathroom building
     - Snake the drain line from the fish cleaning station to the septic tank
     - Clean the septic screens on the Hewitt overnight shower building
     - Monitor affluent in tanks to ensure the drain field/leach lines are operational
Monitor solids in the bathroom building and shower building septic tanks and pump when full

Holcomb
Test vacuum breakers at the RV dump station
Clean the RV dump station sewer line at the spring box
Clean baskets and filters in the fish cleaning waste tank and sewer
Clean ALL sewer effluent pump screens in the sewer lift station
Closely monitor the sewer lift station control panel for error messages and make corrections
Ensure the effluent flowmeter is showing strong flow to the drain-field. Unplug lines if there is a reduced flow
Check distribution spiders at the drain-field for efficient distribution and flow

23. Trim hedges and perform minor pruning as needed; pull all small tree seedlings to prevent them from becoming established, rake leaves and remove debris. Prune tree limbs to 8 feet from the ground.

24. Keep weeds from the bank between road and park, and notify the Baker County Weed Supervisor of the need for additional weed maintenance/eradication. All weed control, except hand pulling, will be done by the Baker County Weed Department.

25. Pick up litter from park and parking lots daily, including litter behind the cement barriers and along the north wall or bank of Hewitt Park.

26. Supervise the fish cleaning area and the dumping of fish to the proper containers and keep dead floating fish cleared from around the docks. In addition, Contractor shall check the fish cleaning station throughout the day to ensure that it is kept clean and shall monitor the status of the fish barrels throughout the day, so that they are emptied as needed. Contractor shall keep the barrels as clean as possible to help eliminate odors, flies, and other undesirable accompaniments to the fish barrels.

27. Clean patio areas, tables, and fire pits daily at a minimum.

28. Furnish own tools and equipment needed to fulfill the terms of this Contract (small hand tools, e.g. drill, paint brushes, open ended wrenches, assortment of screwdrivers, etc.). Contractor is responsible for Contractor’s own repairs to keep his/her equipment in working condition.

29. Make minor repairs on park facilities, boat docks and play equipment. Minor repairs include, but are not limited to, graffiti removal, painting/touch-up, and minor plumbing repairs.
30. Be responsible for any damages and/or losses arising from use of either County’s or Contractor’s equipment used to fulfill the duties of the contract.

Off-Season:
31. As part of the compensation package for year-round residency, in the off-season you will be expected to maintain the restrooms in Hewitt Park and keep them in the same condition as in-season use, perform leaf removal and disposal in both parks, and clean-up garbage.

32. Provide security during the off-season months of October 1st through March 31st. This includes being aware of park visitors and what they are doing, noting suspicious activity, and calling 911 when needed. This position will not confront or intervene as malicious activities are occurring. Firearm use is not allowed in the parks. Immediately notify the Commission Chair of criminal activity and police intervention.

Self-Employed Contractor:
33. Have an assumed business name, if pertinent, and be engaged by the County as an independent contractor.

34. Assume responsibility for any and all Federal and State taxes applicable to payments from the County.


36. Furnish own commercial liability insurance policy amounting to, at a minimum, $1,000,000.00 for property damage and bodily injury. The policy must also carry crime coverage and coverage for theft or other loss necessary to protect the property and interests arising out of this Contract. Baker County shall be named as a co-insured on any and all insurance policies arising out of this Contract. Contractor to provide a copy to the Commission Chair.

37. Furnish a $10,000.00 bond payable to Baker County for the handling of park fees. Contractor to provide a copy to the Commission Chair.

38. Maintain current American Red Cross First Aid and CPR certifications with a renewal every 2-years and provide a copy of the certificate to the Commission Chair.

39. Contractor will have performance evaluations to be conducted by the Commission Chair

40. Comply with the following documents, which by this reference are incorporated into the Contract:
Contractor as Employer:

41. Be responsible for all payroll, payroll taxes, state and federal taxes, should Contractor determine to employ others to satisfy the requirements of the Contract.

COUNTY WILL:

1. Provide living quarters (a mobile home) and utilities for year-round use. Provide boat moorage. Utilities include a phone for park business only and data in the office and electricity. Water is provided on-site through the park system.

2. Provide installation and end of the season retrieval of the floating restroom.

3. Provide garbage service and containers for the trash collected within the park.

4. Provide lawn equipment and fuel for mowing and lawn maintenance (rider mower and/or push mower, rakes, tree trimmer).

5. Be responsible for all major repairs to building, building fixtures, boat slips, docks, parking lot, asphalt walkways, etc.

6. Hire a certified water specialist to monitor the water and chlorinating system, make any adjustments necessary to maintain a passable water test as required by the Oregon Health Authority and DEQ, and conduct well water sampling every three (3) months.

7. Bishop Springs Rest Area will be maintained by the Baker County Facilities Department.

8. Baker County Road Department is responsible for monitoring cemeteries.

9. Report the total amount of all payments to Contractor, including any expenses, in accordance with the IRS and the Oregon Department of Revenue Regulations.

10. Notify Contractor in writing of neglected duties and allow one week for the date of notice to correct the problem.

11. Pay Contractor ____________ per month for _____ months. The total cost of this Contract shall not exceed ____________.
12. Make payments to contractor monthly in the name of __________________, in conjunction with County’s first normal expense run of each month for services provided for the prior month.

13. Certify that sufficient funds are available to finance the costs of the Contract.

GENERAL EMPLOYMENT STATUS
In performing the above services, it is understood and agreed that:
A. Contractor and/or their employees may be subject to a background check.
B. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment.
C. Contractor and any subcontractors will not be eligible for any benefits form these Contract payments of Federal Social Security, State Worker’s Compensation, unemployment insurance or the Public Employees Retirement System, except as self-employed individuals.
D. If this payment is to be charged against state or federal funds, Contractor and any subcontractors certify that they are not currently employed by either State of Oregon or the US Federal Government.
E. It is certified that Contractor/subcontractors are not newly appointed, prospective or present government employees.
F. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract or assign or transfer any of its interest in the Contract, without the prior written consent of the County.
G. Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work under this Contract.
H. Contractor and any subcontractors shall not be compensated for work performed under this Contract by any other entity without the knowledge of County.
I. This Contract shall commence on ______________. This Contract is for a two-year term ending December 31st of each year. This is a renewable Contract.

ADOPTION AND MODIFICATION OF TERMS
A. This contract and any amendments to it will not be effective until approved by the Baker County Board of Commissioners.
INDEMNITY OF PARTIES
Contractor shall defend, save and hold harmless County, its officers, agents, and employees from all claims, suits or actions of whatever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract.

ACCESS TO RECORDS
County and its duly authorized representatives shall have access to the books, documents, papers and records of contractor which are directly pertinent to the specific contract for the purpose of making audits, examination, excerpts and transcripts.

TERMINATION
A. This Contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days’ notice, in writing and delivered via certified mail or in person.
B. County may terminate this contract effective upon delivery of written notice to Contractor, or at such later date as may be established by County under any of the following conditions:
   a. If county funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
   b. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Agreement.
   c. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
C. County, by written notice of default (including breach of Contract) to Contractor may terminate the whole or any part of the Contract:
   a. If Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof; or
   b. If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from County, fails to
correct such failure within ten (10) days or such longer period as County may authorize.

The rights and remedies of County provided in the above clause related to defaults (including breach of Contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

SEVERABILITY OF TERMS
The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

LIMITATION OF WAIVER
The failure of the parties to enforce any provision of this Contract shall not constitute a waiver by the parties of that or any other provision.

COUNTERPARTS
This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract.

MERGER
THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARITES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDING, AGREEMENTS OF REPRESENTATION, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS DOCUMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

For Contractor: ____________________________

By and For Baker County: ____________________________

________________________________________________________________________

Date

Bill Harvey, Commission Chair

________________________________________________________________________

Mark Bennett, Commissioner