



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

Through: Michael D. Cox, Director

From: Luke Feilmeier, Park Ranger

Date: March 9, 2020

Re: Consideration of Contract between Gene Ridgeway and Story County Conservation Board for Campground Attendant duties at Hickory Grove Park from March 30 to July 12, 2020.

The attached contract with Gene Ridgeway secures his services as Campground Attendant at Hickory Grove Park for the summer of 2020. This will be the second summer for Gene to serve as Campground Attendant.

Staff recommends your approval and recommendation to the Board of Supervisors.

Approval

Disapproval

Date

Date

Hickory Grove Campground Attendant Contract

Story County Conservation Board
56461 180th Street, Ames, IA 50010
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Gene Ridgeway, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Hickory Grove Park;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$20/night) within Hickory Grove Park for a period of 15 weeks commencing on Monday, March 30, 2020 and terminating on Sunday, July 12, 2020. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

- The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

- The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
- The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature: Gene Ridgway 2/20/2020
Campground Attendant Date

Signature: _____
Chair, Story County Conservation Board Date

Signature: _____
Chair, Story Co. Board of Supervisors Date

Hickory Grove Park Campground Attendant Duties List

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Breezy Bay and Primitive Camping) daily to assure that all occupied sites are registered.
2. Stock firewood in wood shed weekly. Sell firewood to campers and collect fees; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least daily to insure cleanliness and safety.
4. Clean and stock beach house restrooms daily to insure cleanliness and safety.
5. Pick up trash as necessary around all camping areas. Check trash cans at the beach area during busy days.
6. Clean lodges at Hickory Grove Park prior to reservations; stock firewood when necessary.
7. Clean grills in Breezy Bay and Primitive Campground on a weekly basis.
8. Perform minor maintenance in campgrounds such as cleaning fire rings, painting, string trimming, etc.
9. Assist campers with registration and park information.
10. Inform park users of campground rules and enforce as necessary.
11. Perform other duties as occasionally requested by the conservation staff.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Gene Ridgeway as an independent contractor. Gene Ridgeway assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished, is an independent contractor and not an employee.

AGREEMENT

- NAME OF CONTRACTOR:** Gene Ridgeway
- MAILING ADDRESS:** Box 184, Roland, IA 50236
- BUSINESS PHONE NUMBER:** 515-450-3139
- 1. DESCRIPTION OF SERVICES:** Campground Attendant – cleaning, assisting campers, selling firewood
- 2. DATE(S):** March 30, 2020 – July 12, 2020
- 3. TIME(S):** As agreed upon with park ranger
- 4. LOCATION:** Hickory Grove Park – Colo, Iowa
- 5. PROFESSIONAL FEES:** \$480.00 bi-weekly
- 6. SPECIAL CONDITIONS:** None

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an “independent contractor,” and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Gene Ridgeway

Date 2/30/2020

Approved by _____

Date _____

W-9 completed _____