



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: June 28, 2016

DATE: May 19, 2016
TO: Board of County Commissioners
FROM: Eric Crump, Operations Division Director
Community Services Department, 328.2182, ecrump@washoecounty.us
THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-3600, dsolaro@washoecounty.us
SUBJECT: Approve an Employee Residence Agreement between Washoe County and Andrew M. Brown (Community Services Department, Operations Division) to allow occupancy within the County-owned residence located at Davis Creek Regional Park, 25 Davis Creek Park Road, Washoe Valley, Nevada. (Commission District 2.)

SUMMARY

Washoe County is the owner of several residences located throughout the County (i.e., Road Maintenance Facilities, Sheriff Sub-stations and County Park residences). The residences are provided to employees during those periods when they provide specific services to Washoe County, such as caretaker and emergency services.

The Employee Residence Agreement between Washoe County and Andrew M. Brown (Community Services Department employee) is to allow occupancy within the residence located at Davis Creek Regional Park, 25 Davis Creek Park Road, Washoe Valley, Nevada, and defines the rights, duties, and responsibilities required to occupy the County-owned residence. In addition to the Agreement, the Community Services Department has an Employee Housing Policy which outlines the policies, procedures and guidelines for selection as well as roles and responsibilities for those located in employee housing locations.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

Multiple caretaker agreements exist for residences located within the County system in exchange for caretaker or emergency purposes. Several of County Parks have existing dwelling structures that are occupied by Community Services Operations staff assigned to the area to provide additional caretaker services, including qualified personnel to handle after hours emergencies and additional services to the public.

AGENDA ITEM # 5.J.6.

BACKGROUND

The Agreement for the use of the Bowers Mansion residence includes caretaker/security services that will be provided by the occupant of the residence. A caretaker in residence provides many benefits to the County, including the availability of qualified personnel to handle access gate opening and closing, alarm/park response, and after-hours emergencies. The employee will provide a physical presence for the community, and awareness of maintenance needs for the park facilities.

The employee is responsible for all utility costs for the residence while they are occupying the property and are reimbursed the per applicable Washoe County Employee Association Agreement. This occupancy is predicated upon the employee being actively employed as a Community Services Department staff member within Parks Operations and their commitment to providing caretaker services while occupying the county-owned residence.

FISCAL IMPACT

The Community Services Department through its Operations Division will provide on-going building maintenance estimated to be nominal and is included within the existing operating budget. The employee is responsible for all utility costs for the residence while occupying the property, subject to the reimbursement terms of the Washoe County Employee Association Agreement, Article 25.

RECOMMENDATION

It is recommended the Board of County Commissioners approve an Employee Residence Agreement between Washoe County and Andrew M. Brown (Community Services Department, Operations Division) to allow occupancy within the County-owned residence located at Davis Creek Regional Park, 25 Davis Creek Park Road, Washoe Valley, Nevada.

POSSIBLE MOTION

If the Board agrees with staff's recommendation, a possible motion would be: "Move to approve an Employee Residence Agreement between Washoe County and Andrew M. Brown (Community Services Department, Operations Division) to allow occupancy within the County-owned residence located at Davis Creek Regional Park, 25 Davis Creek Park Road, Washoe Valley, Nevada."

EMPLOYEE RESIDENCE AGREEMENT

Davis Creek Regional Park

THIS AGREEMENT is made and entered into this, ____ day of _____, 2016, by and between the County of Washoe, a political subdivision of the State of Nevada, hereinafter referred to as "County" and Andrew M. Brown, an employee of the Washoe County Community Services Department, hereinafter referred to as "Employee".

1. RECITALS

1.1 County is the sole owner of the Premises described below.

1.2 This Agreement is entered into by the parties by virtue of an ongoing employment relationship existing between County and Employee, and is conditioned on employment in his present capacity during their assignment in that region.

1.3 The parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Premises on the terms and conditions set forth herein.

2. DESCRIPTION OF PREMISES

The County hereby agrees to allow Employee to reside in the County-owned residence located within the following County-owned premises and more particularly described as Davis Creek Regional Park, 25 Davis Creek Park Road, Washoe Valley, Nevada, 89704 currently Assessor's Parcel Number 046-051-29.

3. TERM OF AGREEMENT

3.1 These premises will be provided to Employee for the period during which Employee is in the service of the County in his capacity as Park Ranger II in the Mount Rose Ranger District within Park Operations in the Community Services Department.

3.2 In the event Employee should at any time change divisions within the Community Services Department, change Departments, be discharged or quit, or fail to or refuse to perform the duties described herein with respect to the premises, then any one of such events shall constitute a material breach of the Agreement, and Employee's rights under this Agreement shall terminate.

3.3 In the event of termination of the Agreement, Employee shall have a two-week period from the date of receipt of written notice from County to vacate the premises. Similarly, in the event of Employee's death, his family living in the demised premises shall also have two weeks within which to vacate upon notice. Employee or his family may seek a written extension of time beyond the two-week period recited herein by writing to the Director of Washoe County Community Services Department or their assigned designee (hereinafter referred to as "Director") with such a request. Such written extensions shall not be unreasonably withheld by the Director.

4. **RENTAL AND SECURITY/CLEANING DEPOSIT**

4.1 In lieu of paying monthly rent Employee agrees to provide security to the entire facility for which the demised premises are a part and to maintain the interior and exterior of said premises at a standard acceptable to the Director.

4.2 Upon execution of this Agreement for occupancy, Employee shall deposit with County the sum of Five Hundred Dollars and No Cents (\$500.00) as and for the faithful performance by Employee of the terms of this Agreement, receipt of said security/cleaning deposit is hereby acknowledged by County.

4.3 Said security/cleaning deposit shall include damage repairs, key rental, cleaning charges, and yard maintenance and shall be returned to Employee, without interest, on the full and faithful performance by Employee of the provisions of this Agreement. Upon termination or vacating of premises a final walk-through inspection including both Director or their appointee and Employee will be conducted. All sums remaining after full performance and satisfaction of the foregoing shall be promptly returned to Employee.

5. **NUMBER OF OCCUPANTS**

Employee agrees that the demised premises shall be occupied by no more than four people, consisting of two adults and two children.

6. **ANIMALS**

Upon approval of County, Employee shall be allowed to keep no more than four common household pet(s) upon the demised premises. At present, Employee currently has two dogs and two cats as household pet(s).

7. **UTILITIES**

7.1 Employee agrees to promptly pay in full all utility bills including, without limitation, electric, heating gas or propane, water, sewer, telephone and cable television, used upon and separately metered to said County provided residence through a public utility, or establishment of County-owned metering device.

7.2 It is understood by Employee that County has filled all heating oil and propane tanks. Therefore, upon vacating said premises, Employee will be responsible to completely refill all heating oil and propane tanks. Employee will provide Washoe County Community Services Department Operations Division with evidence of this in the form of a refueling receipt.

7.3 Should employee fail or refuse to refill the tanks or pay such bills, County may have the tanks refilled, pay all amounts due and deduct the amount of payments from any payments due employee for salary, reimbursement of expenses, or money otherwise due Employee under due process of law.

8. **USE OF PREMISES**

8.1 The demised residential premises shall be used and occupied by Employee exclusively as their primary private single family residence and for no other purpose.

8.2 Neither the premises nor any part thereof shall be used at any time during the term of this Agreement for the purpose of carrying on any business, profession or trade of any kind other than that for which it is specifically intended by County.

8.3 Employee agrees that he shall not conduct or at any time knowingly permit his family, agent or visitor to conduct activity on the premises which is unlawful or in violation of any applicable county, federal or state statute, code or regulation, including established park rules and regulations.

9. **CONDITION OF PREMISES**

9.1 Employee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements and that they are at the time of this Agreement, in good order, repair, and in safe, clean and tenantable condition. (See "Residence Inspection Record" attached hereto and made a part hereof, hereinafter referenced as Exhibit A.)

9.2 Employee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises and sidewalks and roadways connected thereto during the term of this Agreement.

10. **MAINTENANCE AND REPAIRS**

10.1 County shall make and be financially responsible for all repairs required to be made to the demised premises during the term of this Agreement. Employee will promptly notify the Director or their designee of any problems or damages to the premises which require repair. If problems or damages are not reported by the end of the next working day following the time of discovery or the time they should have been discovered, Employee shall be responsible for any additional damages caused by the failure to give prompt notification.

10.2 Employee shall maintain access to the facility, including sidewalks and driveways in proper order keeping them free of debris and clear at all times.

10.3 Employee shall be responsible for keeping all lawns, shrub beds, landscaping and irrigation in proper condition. This shall include, without limitation, regular weekly seasonal mowing and watering, keeping the premises neat, clean and safe.

10.4 Periodic pruning of trees and shrubs shall be provided by County upon written request by Employee. Under no circumstances is Employee to attempt pruning of trees or shrubbery.

11. **ALTERATIONS OR IMPROVEMENTS**

11.1 No alterations, modifications or additions, including, without limitation, electrical and plumbing changes, doors, door locks, light fixtures, etc., are to be made to the premises by Employee or his agent without the prior written authorization of the Director or their designee.

11.2 It is understood and agreed that all trees, shrubs and plant material, erections, additions, fixtures and improvements excepting only those decorative items which can be removed without substantially affecting the integrity of the building, made in or upon said premises shall be County's property and shall remain upon the premises at the termination of said term by lapse of time or otherwise, without compensation to Employee.

12. **DAMAGE TO PREMISES**

12.1 Employee shall be responsible for any damage caused by any unauthorized alteration, modification or addition to the premises.

12.2 Employee shall be responsible for all damages caused by his negligence or intentional acts or by such acts of his family, agent or visitor.

12.3 If the demised premises should be damaged or destroyed other than by Employee's negligence or willful act or the acts of his family, agent or visitor to the extent that County shall decide not to repair or rebuild, this Agreement shall be deemed to have terminated upon written notice of such from County to Employee.

13. **ASSIGNMENT AND SUBLETTING**

This shall be the Employee's primary residence. Employee shall not assign, sublet or grant any concession or license to use these premises or any part thereof without the prior written consent of Director.

14. **RIGHT OF INSPECTION**

14.1 The Director and his agents shall have the right at all reasonable times and, at least annually, during the term of this Agreement to enter the demised premises for the purpose of inspecting the premises.

14.2 Any deficiencies or problems will be promptly reported to Employee provided the damage or problem is not the County's responsibility. If Employee does not promptly correct the situation, County may take whatever action it deems necessary and bill Employee for any expenses incurred. Payment will be due within fifteen (15) days, and if unpaid thereafter, may be recovered by County as referenced in Section 7.3 herein.

15. **HOLD HARMLESS**

Employee agrees to hold harmless, indemnify and defend County from and against any loss, claim, demand or suit due to personal injury, bodily injury or property damage to any party resulting from the personal negligence of the Employee while residing at the premises pursuant to this Agreement.

16. **INSURANCE**

16.1 There shall be no insurance provided to Employee by County for his own personal property or personal liability.

16.2 Should Employee chose to purchase and maintain tenant insurance coverage; Employee agrees to add County to said liability policy as an additional insured. Upon receipt of a certificate evidencing said coverage, Employee shall be reimbursed by County for the additional premium charged to add County. Said certificate shall provide for thirty (30) days notice of cancellation.

16.3 A certificate of such liability insurance shall be provided to County showing the County as an additional insured.

16.4 County may provide insurance to cover loss of its property and Employee acknowledges that he shall have no rights or claim to any proceeds from recovery under such insurance policy.

17. **DEFAULT**

If any default is made in the performance of or compliance with any term or condition hereof, the Agreement, at the option of the County, shall terminate and be forfeited and County may re-enter the premises and remove all persons therefrom. Employee shall be given written notice of any default or breach and termination and forfeiture of the privileges provided pursuant to this Agreement shall not result if within five (5) days of receipt of such notice, Employee has corrected the default or breach or has taken action reasonably likely to affect such correction within said time period.

18. **TERMINATION**

18.1 This Agreement may be terminated upon thirty (30) days written notice by either party.

18.2 Upon termination of this Agreement and vacating of the premises, Employee shall restore the property to its original condition, normal wear and tear excepted, and return all keys and other items that were issued to him. Failure to do so will result in County deducting from any payments due Employee for salary, reimbursement of expenses, or money otherwise due, any money owed in connection with Employee's obligations under this Agreement. It is acknowledged that this remedy will not preclude pursuit of remedies through legal action.

19. **REMEDY**

Should either party bring legal action to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

WASHOE COUNTY a political subdivision of the State of Nevada

By _____
Chair,
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared _____, known to me to be the Chair of the Board of County Commissioners of Washoe County, who acknowledged to me that s/he executed the foregoing document on behalf of said political subdivision of the State of Nevada for the uses and purposes therein mentioned.

Notary Public

EMPLOYEE

By _____
Andrew M. Brown

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared _____, known or proved to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of the Employee for the uses and purposes therein mentioned.

Notary Public

EXHIBIT A

RESIDENCE INSPECTION RECORD – Davis Creek Regional Park

Date: Click here to enter text.

Move-In Inspection: _____ Move-Out Inspection: _____ Other: _____

Lessee: _____ Address: 25 Davis Creek Park Road, Washoe Valley, NV 89704

	<u>Area</u>	<u>N/A</u>	<u>Other</u>	<u>Condition</u>
1.0	KITCHEN / BREAKFAST			
1.1	Ceiling / Walls Paint / Tape & Texture	_____	_____	_____
1.2	Floor/Carpet Vinyl	_____	_____	_____
1.3	Blinds/Drapes Vinyl; Horizontal Mini Blinds with valances;	_____	_____	_____
1.4	Cabinets Wooden	_____	_____	_____
1.5	Stove & Oven GE Gas / Propane	_____	_____	_____
1.6	Refrigerator	_____	_____	_____
1.7	Sink Double Stainless Steel	_____	_____	_____
1.8	Dishwasher GE	_____	_____	_____
1.9	Other Appliances Disposal GE Microwave Oven (Over- the-stove)	_____	_____	_____
1.10	Light Fixtures Hanging over Breakfast Area Fluorescent Lights over Kitchen Spot with two bulbs over sink	_____	_____	_____
2.0	LIVING ROOM/ DINING			
2.1	Ceiling / Walls	_____	_____	_____
2.2	Floor/Carpet Carpet	_____	_____	_____
2.3	Blinds/Drapes Vinyl; Horizontal Mini Blinds with valances	_____	_____	_____
2.4	Light Fixtures 1-Hanging over Dining Area	_____	_____	_____
2.5	Fixtures	_____	_____	_____
3.0	HALLWAYS			
3.1	Ceiling/Walls Paint / Tape & Texture	_____	_____	_____
3.2	Floor/Carpet Carpet	_____	_____	_____
3.3	Blinds / Drapes	_____	_____	_____
3.4	Cabinets Wooden	_____	_____	_____
3.5	Fixtures Smoke Alarm	_____	_____	_____

	<u>Area</u>	<u>N/A</u>	<u>Other</u>	<u>Condition</u>
4.0	BATHROOM (MASTER BATHROOM)			
4.1	Ceiling / Walls Paint / Tape & Texture			
4.2	Floor / Carpet Vinyl			
4.3	Blinds/Drapes Windows / no coverings			
4.4	Light Fixtures Fluorescent above the sink			
4.5	Towel Bar/s 1 - 3' chrome			
4.6	Lavatory China sink			
4.7	Tub/Shower Fiberglass garden tub & 1 Fiberglass shower enclosure with glass door			
4.8	Commode China Other			
4.9	Mirror the length of the lavatory counter			
5.0	BATHROOM #2 (Hall)			
5.1	Ceiling/Walls			
5.2	Floor/Carpet			
5.3	Blinds/Drapes			
5.4	Window / No covering Vinyl			
5.5	Light Fixtures Fluorescent above the sink Towel Bar/s 1 - 3' chrome			
5.6	Cabinets Wooden			
5.7	Lavatory China sink			
5.8	Tub/Shower Fiberglass shower/tub with glass doors and valance above			
5.9	Commode China			
5.10	Other Mirror the length of the lavatory counter / Medicine Cabinet			
6.0	BEDROOM #1 (Master)			
6.1	Ceiling/Walls			
6.2	Floor/Carpet Carpet Vinyl			
6.3	Blinds/Drapes Horizontal Mini Blinds with valances			
6.4	Light Fixtures			
6.5	Closets/Shelves Wire Shelves			
6.6	Fixtures Smoke Detector			

	<u>Area</u>	<u>N/A</u>	<u>Other</u>	<u>Condition</u>
7.0	BEDROOM #2			
7.1	Ceiling / Walls			
	New Paint / Tape & Texture	_____	_____	_____
7.2	Floor / Carpet			
	Carpet	_____	_____	_____
	Vinyl	_____	_____	_____
7.3	Blinds/Drapes			
	Horizontal Mini Blinds with valances	_____	_____	_____
7.4	Light Fixtures	_____	_____	_____
7.5	Closets/Shelves	_____	_____	_____
	Wire Shelves	_____	_____	_____
7.6	Fixtures	_____	_____	_____
	Smoke Detector	_____	_____	_____
8.0	OTHER ROOM			
8.1	Ceiling/Walls	_____	_____	_____
8.2	Floor/Carpet			
	Carpet	_____	_____	_____
	Vinyl	_____	_____	_____
9.0	LAUNDRY			
9.1	Blinds/Drapes	_____	_____	_____
9.2	Appliances	_____	_____	_____
9.3	Closets/Shelves	_____	_____	_____
10.0	MISC.			
10.1	Water Heater			
	Propane/Gas	_____	_____	_____
10.2	Heater/Furnace			
	Propane/Gas Forced Air	_____	_____	_____
10.3	Cooler	_____	_____	_____
	Self-contained AC unit	_____	_____	_____
10.4	Garage/Storage	_____	_____	_____
11.0	EXTERIOR			
	Windows/Screens	_____	_____	_____
	Siding	_____	_____	_____
	Light Fixtures	_____	_____	_____
	Patio/Deck	_____	_____	_____
	Roof			
	- Asphalt shingles	_____	_____	_____
	Grounds/Other			
	Dirt rough graded	_____	_____	_____
	Turf	_____	_____	_____
	Trees/Shrubs	_____	_____	_____
	Fence/Gate	_____	_____	_____

Reading: _____

County Meter Reading: _____

COMMENTS:

SIGNATURES: _____ (County Representative) _____ (Date)

_____ (Employee) _____ (Date)