

RGR
3/1/11**EMPLOYEE-OCCUPIED COUNTY PROPERTY Agreement**

This Employee-Occupied County Property Agreement between Jackson County, Missouri ("the County") and Tracy Bosley ("Employee-Occupant" or "Tenant") is the complete and exclusive statement of each party's responsibilities relating to the lease of County Property located at 105 Osage, Sibley, MO 64088 ("County Property").

WHEREAS, the County has determined that it is in the best interest of the County and the taxpayers of this County that a County employee should occupy this County Property as a residence for the protection of the County Property as detailed in Exhibit A (Justification) which is attached hereto; and,

WHEREAS, the Employee-Occupant is a current employee of the County and its Parks and Recreation Department and has been qualified for Departmental approval to be a Tenant of the County Property; now therefore,

The County and Tenant agree as follows:

A. Prohibited Activities

1. Only Tenant and the members of Tenant's immediate family as co-occupants may occupy these premises for use as a private dwelling.
2. Tenant shall not sublet or assign, or offer to sublet or assign, the leased premises to any person or permit the use of the property by any other person or entity other than the County.
3. Tenant shall not use or maintain any wood-burning stoves or fireplaces without written permission from the Director of the County Parks and Recreation Department.
4. The following activities and uses are prohibited on the premises:
 - a. Hunting or trapping;
 - b. Mining operations;
 - c. Removal of sand, gravel or kindred substance from the ground;
 - d. Waste of any kind;
 - e. Substantial change of the contour or condition of the premises except normal landscaping;
 - f. Activities harmful to the environment;
 - g. Commercial activity;
 - h. Illegal activity;
 - i. Activity causing a nuisance;
 - j. Smoking; and
 - k. Pets.

FILED

FEB 18 2011

MARY JO SPENCER
COUNTY CLERK

B. Maintenance of Property

1. Tenant shall maintain the premises in its present condition and keep it free from debris, danger of fire, or any nuisances. At the expiration of this lease, Tenant shall deliver the property to the County in as good condition as when Tenant took possession of it, except for ordinary wear and tear.
2. Tenant shall communicate all requests for repair through the County's work request procedure. Failure to report repairs by work request will result in termination of this Agreement. Tenant shall report repairs within 24 hours.
3. Tenant shall provide access to County personnel for maintenance, repairs, improvements, and inspection of the residence as needed. If the Tenant did not request the visit, the County shall give Tenant reasonable notice.
4. The County shall inspect the property every calendar year to assess the condition of the property and maintenance needs. For the annual inspection, the County shall provide advance notice to Tenant of one week.
5. Tenant presently is and will continue to be current on all personal and real estate taxes billed by Jackson County, Missouri in the name of the Tenant or any co-occupant within the Tenant's immediate family.
6. Tenant shall be responsible for any and all Federal or State tax implications or consequences regarding the fair market rental value and use of the County Property.

C. Insurance Coverage

1. The County is self-insured. Tenant shall not engage in, or allow any activity on the premises, that would cause the County to pay a claim.
2. Before occupying the house and throughout the term of this Residency Agreement, Tenant shall purchase general liability insurance at a minimum amount of \$400,000 and name the County as an additional insured under the policy. Tenant shall also insure Tenant's personal property located on the premises. Tenant shall furnish proof of such insurance before occupying the premises and annually thereafter.
3. Tenant shall hold the County harmless for any liability arising out of occupancy of County property.

D. Provision of Labor, Materials, and Service

Duties of the County:

Prior to occupancy, the County shall:

1. Provide equipment, materials and labor to maintain a high standard of appearance of the residence and related landscape, including trees, shrubs, grass, sidewalks, paint for buildings, and drainage;
2. Provide for landscaping of residence and perennial species and provide tree trimming or removal for safety purposes;
3. Provide labor and equipment for maintenance of roads, driveways, and sidewalks (does not include snow/ice removal);
4. Provide labor and materials, for the periodic maintenance of the facility, including painting, woodwork, flooring, and general repairs as needed;
5. Repair or replace plumbing, heating, electrical parts, built-in appliances, or other integral parts of the house;
6. Provide initial extermination services for insects or rodents;
7. Provide adequate floor-covering in a good state of repair consisting of hardwood, carpet, tile, or linoleum; and
8. Provide storm windows and installation as needed.

Tenant's Duties:

1. Performance of Duties and Tax Obligations of Tenant

Tenant acknowledges that Tenant is receiving rent-free accommodations in exchange for the performance of incidental duties outlined in **Exhibit A** attached hereto. Tenant further acknowledges that estimating the time spent performing these duties is difficult but recognizes that the rental value of this residence far exceeds the value of Tenant's time in performing these duties.

Tenant also acknowledges that Tenant's continued employment with the County is not conditioned upon Tenant's agreement to live at this residence in exchange for performance of the duties outlined in Exhibit A.

Tenant acknowledges that Tenant is responsible for declaration for assessment and payment of any and all Federal, State or other income taxes attributable to the fair market value of the provision of this residence. Tenant acknowledges that it is Tenant's responsibility to obtain professional tax advice.

2. Routine Maintenance

Throughout occupancy, the Tenant shall:

- a. Provide materials and labor for routine maintenance such as cleaning floors, carpeting, windows, woodwork, replacing light bulbs, etc.;
- b. Provide all daily cleaning and maintenance (including snow/ice removal on sidewalks and driveway);
- c. Request replacement of serviceable improvements at Tenant's expense;
- d. Request replacement of unserviceable or obsolete permanent fixtures at the County's expense after initial occupancy of the property;
- e. Pay for installation and monthly service charges for all utilities;
- f. Provide labor and materials for gardening, landscaping of annual plants, and periodic yard maintenance, including lawn mowing and removal of leaves to maintain the general appearance of the yard;
- g. Provide recreational and leisure facilities for private use (basketball courts, above ground swimming pools, playground equipment, etc.) if approved by the Director of the County Parks and Recreation Department; and
- h. Provide personal convenience appliances and equipment such as garbage disposals, trash compactors, refrigerators, stoves, and other equipment for use at the County Property if approved by the Director of the Parks and Recreation Department.

E. Termination/Expiration of Lease

1. This lease will automatically renew on an annual basis unless the County issues a notice of termination no later than November 15 of the then current year. The County shall take possession of this property upon the occurrence of any of the following events:
 - a. Tenant's employment with the County is terminated;
 - b. Tenant breaches any of the covenants and agreements in this Agreement;
 - c. This property is deemed deserted or vacated;
 - d. The last day of any month after the County gives one-month notice of termination of the lease in writing;
 - e. The last day of any month after Tenant gives one-month prior notice in writing of termination of lease if Tenant remains employed by the County.
 - f. The last day Tenant is employed by the County after Tenant resigns employment;
 - g. The premises are destroyed or so damaged by fire or other casualty so as to become untenable, either permanently or for a period of time;
 - h. Tenant fails to remain current on County-billed tax obligations; or

2. Notwithstanding the above provisions, the parties agree that this lease shall terminate immediately, and without notice, upon the termination of Tenant's employment with Jackson County, Missouri. The parties expressly agree that the County's obligations and Tenant's rights described in this Agreement are conditioned upon Tenant's continued employment with Jackson County, Missouri. This Agreement, however, does not constitute a contract of employment with Jackson County, Missouri. If the lease is terminated under this provision, the parties agree that Tenant shall have 30 days from the date of termination to vacate the premises.
3. The County has the right to repossess the property by force, legal proceedings, surrender or otherwise if permissible under the terms of this Agreement. If Tenant fails to vacate the premises as required by the terms of this Agreement, the County shall remove Tenant and other occupants and their personal property. Tenant shall not bring charges or suit against the County for such actions.
4. Tenant agrees to deliver the same without process of law. Tenant will pay to the County any attorney fees or court costs incurred resulting from default of any provision of this lease.
5. In the event that Tenant damages the property and the County sues to recover such damages, Tenant shall pay the County's attorney fees and costs if the County is successful.

F. Miscellaneous

1. All improvements to permanent structures or fixtures are the property of the County.
2. The County is not responsible for finding or providing other living arrangements for Tenant under any circumstances.
3. Tenant shall not assign Tenant's rights or obligations under this Agreement to any party at any time.
4. The County is entitled to use this property for official needs.
5. This Agreement and Exhibit A, attached hereto, together incorporate the entire understanding and agreement of the parties.
6. No change, modification or waiver of any term of this Agreement will be valid unless it is in writing and signed by both Tenant and the County.
7. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and

effect; and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

IN WITNESS WHEREOF, the parties have signed this Residency Agreement on the dates indicated below.

Tracy Bosley
Tenant: Tracy Bosley

2-10-11
Date

Approved:

Corinne Michele Newman
Corinne Michele Newman, Director,
Jackson County Parks & Recreation

2-14-11
Date

Residency Agreement expires on December 31, 2011.

APPROVED AS TO FORM:

By: W. Stephen Nixon
W. Stephen Nixon, County Counselor

ATTEST:

By: Mary Jo Spino
Mary Jo Spino, Clerk County Legislature

Exhibit A: Additional Responsibilities for Occupant of Fort Osage House

1. Must inform the Park Ranger Division in writing if they will be off the property for a period of longer than 24 hours.
2. Contact Jackson County Sheriff and Park Rangers, as appropriate, to handle suspicious or criminal activity.
3. Must secure all designated gates after leaving the property.
4. Must be willing to provide assistance to patrons requesting same.
5. Provide Park Ranger Division with a telephone number so occupant can be contacted, if needed.
6. Person will be responsible for having a physical presence at the site.
7. Typical responsibilities will be to respond to non-intrusion electronic alarms of structures.
8. Monitor unauthorized access during non-public hours.
9. Monitor structures and area for fire.
10. Monitor structures and area for hazardous conditions during non-public hours.
11. Ensure site is properly secured after hours.
12. Provide emergency maintenance as needed to include electrical, heating repairs prior to normal response.
13. Provide interim snow removal as needed prior to park crew arrival.
14. Remove litter as needed.
15. Contact appropriate park maintenance crew as needed for emergency off-hours repair.
16. Intercept site patrons visiting site after-hours.
17. Report, as observed, suspicious or criminal activity at boat ramp area to Jackson County Sheriff, Missouri Department of Conservation or Missouri Water Patrol.