

JACKSON COUNTY ASSOCIATE-OCCUPIED PROPERTY AGREEMENT

This Associate-Occupied Property Agreement between Jackson County, Missouri ("the County") and Dianna Hagerly ("Associate", "Occupant" or "Tenant") is the complete and exclusive statement of each party's responsibilities relating to the lease of County Property located at 21600 Woods Chapel Dr. ("County Property").

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

WHEREAS, the Tenant is a current associate of the County and its Parks + Rec 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. Term Of Associate-Occupied County Property Agreement

This Associate-Occupied County Property Agreement shall commence on April 1st (first date Associate may occupy the Property) and shall terminate on December 31st of the same year, subject to the annual renewal terms in Section F, Paragraph 2 of this Agreement. On the termination date the Tenant shall return possession to the County and return all keys to the said property to the County on or before the termination date.

B. Prohibited Activities

- I. Only Tenant and the members of Tenant's immediate family, including the associates' spouse, domestic partner, children (including step and adopted children), mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, sisters, half-sisters, step sisters, and sisters-in-law, brothers, half-brothers, step brothers and brothers-in-law, grandparents, stepparents, grandchildren and any individual over whom the Tenant has been named as a legal guardian, as co-occupants may occupy these premises for use as a private dwelling.
 - a. "Occupy" is defined as maintaining the premises as a primary residence for thirty (30) consecutive days or more during any twelve (12) month period or ninety (90) days during any twelve (12) month period.
 - b. Any individual age eighteen (18) or older who will be occupying the premises will be subject to a criminal history check. A *Non-Employment Release Form* shall be completed and given to the Tenant's Supervisor, authorizing the County to conduct the criminal history check through the County's standard outside third party provider. Tenant shall provide sufficient payment to the County to cover the cost of the criminal history

check. The County's Human Resources Department will facilitate the criminal history check and notify the Parks Department of the results. The Parks Director, or their assigned delegate, will notify the Tenant of the results.

2. The lease for the premises shall be signed by Tenant and by all individuals age eighteen (18) or older who will occupy the premises. Any individuals who will occupy the premises but who have not yet obtained the age of eighteen (18) shall be listed in the Agreement (Occupants under the age of 18).
3. If a member of Tenant's immediate family, as defined in Section 1, will begin to occupy the premises after a lease has been signed by Tenant, Tenant must provide at least thirty (30) days' notice to the County. Any proposed change in individuals who will occupy the premises after a lease has been signed is subject to County approval and shall require that the Tenant and the new occupant, if approved, execute a lease addendum reflecting the change in occupants.
 - i. Any individual who currently occupies the residence but is not a member of Tenant's immediate family, as defined in section 1, shall be given 45 days' notice to vacate the premises. If such individual does not vacate the premises prior to the expiration of 45 days, the County reserves the right to take possession of the premises pursuant to the provision of section F of this agreement.
4. The maximum number of occupants for any premises shall be limited to the number of bedrooms in the premises. A bedroom is defined as a room with a door, closet and a window for effective means of egress. The number of occupants permitted to share any bedroom shall not exceed two (2).
5. 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.
6. Tenant shall not use or maintain any wood-burning stoves or fireplaces without written permission from the Director of the County Parks + Rec Department.
7. 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.

C. 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.
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 requests within 24 hours of discovering the requested repair need.
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.

D. 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.

E. 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 good standard of appearance of the residence and related landscape, including trees, shrubs, grass, sidewalks, paint for buildings, and drainage;
2. Provide tree trimming or tree removals as needed;
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 general 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
 - a. Tenant acknowledges that Tenant is receiving rent-free accommodations in exchange for the performance of duties outlined in this Agreement, including Exhibit A attached hereto.
 - b. 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.
 - c. 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, bathrooms, fixtures, woodwork, and 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 regular yard maintenance, including lawn mowing and removal of leaves to maintain the general appearance of the yard;
- g. 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 + Rec Department.

F. Termination/Renewal of Employee Occupied County Property Agreement

1. Termination of Employee Occupied County Property Agreement on Default of Tenant

Any failure on the part of Tenant to comply with any of the terms or conditions of this Agreement shall, at the option of the County, terminate this Agreement and all rights of the Tenant hereunder. Any election by the County to terminate this lease based upon the failure of the Tenant to comply with any of the terms or conditions of this Agreement shall be made in writing to the Tenant.

2. Renewal of Employee Occupied Property Agreement

This lease will automatically renew on an annual basis unless the County issues a notice of termination no later than November 15th of the 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
3. 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.
4. 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.
5. 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.
6. 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.

G. 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.

Dion Hayes

Tenant:

3-26-25

Date

Approved:

Michelle Fleeman

Director, Jackson County Parks + Rec

4-1-25

Date

APPROVED AS TO FORM:

Bryan Covinsky

By: Bryan Covinsky, County Counselor

ATTEST:

Mary Jo Spino

By: Mary Jo Spino, Clerk County Legislature

Occupants living at the residence under the age of 18 (list all):

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Exhibit A

Additional Responsibilities for Occupant of Property at 21600 SW Woods Chapel Road, Blue Springs, MO 64015 (Fleming Park Residence)

1. Associate is responsible for having a physical presence at the site. Associate shall inform the Park Ranger Division and Superintendent of Park Operations, in writing or by email, if they will be off the property for a period of longer than 24 hours.
2. Provide Park Ranger Division and Superintendent of Park Operations with a personal telephone number so occupant can be contacted, if needed.
3. Shall contact Jackson County Sheriff and Park Rangers, as appropriate, to handle any suspicious or criminal activity.
4. Must secure the property, including all designated gates after leaving the property and per current Park policy. Ensure entrance gate remains locked at all times after hours (whether associate is on site or not).
5. Respond to non-intrusion electronic alarms and other non-emergency issues after standard working hours at locations in Fleming Park as requested, including the Fleming Park Operations Center, Administration Building, Natural Resources Greenhouse, animal enclosure, and the fuel station at 3310 NE Rennau.
6. Monitor unauthorized access to the Residence and surrounding grounds, and notify Park Rangers as needed.
7. Monitor structures and area of hazardous conditions or fire risks. Notify Park Operations Superintendent as needed.
8. Provide for mowing/trimming and general lawn care for the designated areas immediately adjacent to the Residence.
9. Provide snow/ice removal as needed around Residence.
10. Visually inspect storage buildings, e.g. Ranger boat barn, mower storage, at least once daily. Report any break ins/damage immediately. During the offseason, inventory the stored mowers and other equipment visually at least once a week to verify condition, and notify Park Operations Superintendent of any changes in condition.
11. When requested, provide guidance/assistance to seasonal associates working evenings or weekends at Fleming Park.
12. During severe weather, County staff and program participants are authorized to use property for emergency sheltering.
13. Additional duties may be added as needed to address unique needs at each County residence and the surrounding park areas.