

**DEPARTMENT OF PARKS AND
RECREATION HOUSING AGREEMENT**

THIS HOUSING AGREEMENT (“Agreement”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and David Binkley, an individual and employee of the City (“Employee”).

WHEREAS, the City owns and operates certain facilities within its Mountain Parks; and

WHEREAS, Employee has accepted employment with the City for caretaker and other responsibilities related to the Mountain Park and park amenities, described in this Agreement; and

WHEREAS, the City wishes to have the Employee reside at a certain property owned by the City located at 13264 Chicago Creek Road, Idaho Springs, Colorado 80452, known and referred to as Echo Lake Lodge, and identified in Article II below; and

WHEREAS, as a part of Employee’s duties under this Agreement, the Employee shall reside in and utilize the housing in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Department of Parks and Recreation and its Executive Director is vested with the authority to manage, operate and control Parks’ facilities consistent with § 2.4.4(A) of the City Charter, including for the use, care and maintenance of such facilities.

NOW THEREFORE, it is agreed as follows:

ARTICLE I. ADMINISTRATION OF AGREEMENT

The Executive Director of the Department of Parks and Recreation (“Parks”) or a designated representative shall be the individual responsible for fulfilling the rights and obligations provided for in this Agreement. For purposes of this Agreement, and unless the Employee is otherwise notified, the Mountain Parks Director shall be the Executive Director’s designee.

ARTICLE II. IDENTIFICATION OF HOUSING

Subject to the terms and condition of this Agreement, the City agrees to provide housing as a part of Employee’s compensation for employment services. This Agreement applies to the Housing (which includes any grounds or personal use areas designated for the Employee's use by the Executive Director of Parks and Recreation), referred to as “Echo Lake Lodge”, and as depicted in **Exhibit A** to this Agreement. Echo Lake Lodge consists of public areas; and the residential areas, which shall be considered the Employee’s living area and spaces (“Personal Use Areas”). The Personal Use Areas shall be utilized as specified in and for the purposes set forth in this Agreement.

ARTICLE III. SPECIAL PROVISIONS

The following special provisions are applicable to the Personal Use Areas identified in Article II of this Agreement:

1. The specific extent of the grounds, Personal Use Area, property access, parking, and any Employee use areas shall be delineated by the Mountain Parks Director.
2. Echo Lake Lodge will not be open to the general public until further notice. However, the public areas of Echo Lake Lodge may be made available for programmed use by the City or for use by third-party contractors. The Employee's duties will include coordination or interaction with City or third-party users and facilitating access.
3. A City vehicle may be provided for City or park duties; but may not be used for personal transportation. Employee parking is limited to two parking spaces in the employee parking area west of Echo Lake Lodge. Parking shall be limited to personal passenger vehicles. Parking or storage for recreational vehicles, trailers, or other vehicles besides personal passenger vehicles is not permitted.
4. Employee use is limited to the areas described in **Exhibit A**. Any occupancy or personal use of City and County of Denver property by Employee outside the use area described here is prohibited unless prior permission is obtained from the Mountain Parks Director in writing. Storage of Employee's personal property is not allowed in the areas of Echo Lake Lodge or grounds that are not Personal Use Areas without the prior permission of the Mountain Parks Director.
5. Occasional, but not permanent, parking by friends or relatives of the Employee shall be allowed as long as it does not interfere with park or Echo Lake Lodge operations.
6. Inspection: The Mountain Parks Director or other designee will inspect the Residential Areas on an annual basis. The Mountain Parks Director shall provide reasonable written notice (including but not limited to electronic mail) of not less than twenty-four (24) hours before any inspection of the Personal Use Areas. Mountain Parks staff may inspect or enter any portion of the property as needed. Mountain Parks staff may enter Personal Use Areas if an emergency exists or other legitimate purpose warrants such entry.
7. The Agreement will be subject to annual review by the Mountain Parks Director at the end of each calendar year and may be continued or terminated based upon inspection and compliance with the terms of the Agreement or for other reasons.
8. Pets may not be kept on the premises on a permanent basis. However, keeping of pets while the Employee is actively occupying Echo Lake Lodge may be considered on a case-by-case basis and is subject to the approval of the Mountain Parks Director.
9. No improvements or changes to the property are authorized; however, Employee

may request improvements, which may only be performed by the City or its contractor.

10. **AS-IS CONDITION:** Upon occupancy Employee accepts the condition of the Personal Use Areas of Echo Lake Lodge in an “AS IS”, “WHERE IS” condition. The City makes no representations regarding the suitability of the residential facilities for residential use and assumes no responsibility for any improvements required by governing authorities.

ARTICLE IV. TERM AND CONDITIONS OF USE

1. The Agreement is effective as of execution. The Employee may use the Personal Use Areas specified herein as a private residence for the Employee and his or her immediate family as long as it is beneficial to the City. The term of this Agreement as it affects Housing shall terminate by not later than December 31, 2025 (“Term”). City shall determine whether to extend the Term. However, the Term of this Agreement is not intended to affect employment status. If employment has been previously terminated, then the Agreement may be terminated.

2. The Employee acknowledges that the Personal Use Areas identified in Article II of this Agreement was clean prior to occupancy and that all installed appliances that are the property of the City were functioning. City and Employee conducted a joint pre-move-in inspection for the purpose of documenting the condition of the Personal Use Areas.

3. The City expects that housekeeping and grounds maintenance will be representative of the image the City and Parks wishes to have as a good neighbor and responsible member of the local community. As a part of the conditions of use of Housing, Employee is responsible for snow removal, litter removal and securing dumpsters and emptying trash cans on the premises. Such housekeeping is nevertheless expected of the Employee during off-duty times, subject to Article V, below.

4. Employee is also responsible for:

a. Residing within the premises at least 5 out of 7 nights per week while on duty (excluding approved time off).

b. Securing the buildings and grounds; inspecting the physical conditions of the building and associated utilities and repair or report issues (such as leaks, broken windows, etc.) as soon as possible.

c. Protecting City-owned equipment and property from malicious or careless acts and from deterioration which can be prevented by reasonable inspection and care. Directly responding to any violations that are within the typical area of responsibility for a Denver Park Ranger, and promptly reporting any violations that exceed such responsibility to the Clear Creek County Sheriff’s Office.

d. Performing general visitor services such as wayfinding, assisting with urgent communication, and responding to calls for assistance.

e. Monitoring the well and recording usage data as specified by the Denver Mountain Parks Manager or Superintendent.

f. Facilitating intermittent use of the building by City staff and partner organizations for meetings, classes, and as the base of operations for emergency response personnel.

g. Making public contacts and answering inquiries relative to the park amenities and programs as needed.

5. Requests for maintenance of the Housing shall be made in writing and directed to the Employee's supervisor. The Employee's supervisor shall forward the maintenance request with their recommendations to the Mountain Parks Director who will determine what shall be done.

6. The Employee and members of their family must comply with all applicable laws, ordinances and regulations imposed by any political entity with jurisdiction over the area in which the Housing is situated.

7. The Employee shall maintain the Housing in good and safe condition. No additions or alterations shall be made by the Employee. Employee shall perform no modifications to the building structure or major systems.

8. Objectionable or disorderly conduct shall not be permitted in or about the City's Housing.

9. Keys to the Housing and associated gates shall be under the control of the Employee and shall be provided to the Employee and their family on an as-needed-basis. These keys are not to be loaned or duplicated, and a five dollar (\$5.00) per key replacement fee will be assessed if a key is lost.

10. Except in emergency circumstances, the Employee will be given twenty-four (24) hours-notice prior to any inspection or maintenance of the Personal Use Areas by the City.

11. The City shall provide electricity, water, sewage and trash removal at its Housing at no cost to the Employee. The Employee shall be responsible for the cost of cable television.

12. The City shall provide a telephone for City business purposes. That phone may also be used for personal calls which do not interfere with City business. A personal telephone credit card must be used for any long-distance calls made on the telephone line provided by the City. A private phone line(s) may be installed at the Employee's expense.

ARTICLE V. DUTY TIME

1. The City provides housing to certain employees in lieu of stand-by pay. However, pursuant to the Fair Labor Standards Act, 29 U.S.C.A. Section 207(f), and § 785.23

of 29 CFR 785, the Employee is not considered as working at all times because they are living in employer-supplied housing; and a reasonable agreement as to pay between the Employee and the employer which takes into consideration all the pertinent facts is acceptable. As a result, the City's policy is as follows:

2. The Employee is expected to provide after-hours services related to the Housing and the grounds. The Employee will be required to remain in the area during certain after-hours periods as scheduled in advance without additional compensation or stand-by pay (except in the case the Employee may be entitled to overtime pay). During such times, the Employee may be subject to work requirements that may interfere with his or her personal activities as determined by the City.

3. Employee is required to perform one hour per day, or seven hours per week, of after-hours tasks (as set forth in Article IV). Any required work performed outside of regular duty hours which involves more than one hour each day or seven days each week will be paid at the Employee's regular rate of pay; and, if sleep is interrupted by a call to duty, actual time will be paid, but not less than two hours. However, Employee is generally expected to work a 40-hour week. If Employee does work in excess of 40 hours, then the time must be documented on appropriate overtime slips and submitted with time sheets. Overtime hours related to regular or caretaker duties require the Employee's supervisor approval. Workers' Compensation coverage shall apply to off-duty tasks herein.

4. Except as provided by this Agreement, all regular policies of the City and Parks as related to pay and other benefits as set forth in the Career Service Rules shall apply.

ARTICLE VI. RESPONSIBILITY FOR EMPLOYEE INJURY

The City provides Workers' Compensation insurance for any injuries that occur during Duty Time as further defined in Article V.

ARTICLE VII. TERMINATION OF USE

1. The Employee agrees and understands that the use of Housing by the Employee is for the sole benefit and convenience of the City and Parks and not the Employee, and, therefore, the Executive Director of Parks and Recreation, acting in the Executive Director's sole discretion, may at any time terminate the Employee's use of the Housing with or without cause.

2. Notice of any such termination will be in writing. Except in emergency circumstances (as they may be determined by the City), the Notice to Quit shall provide the Employee with the following minimum periods within which to vacate the Housing depending on the reason for the Notice to Quit:

<u>Event Occurring to Employee</u>	<u>Minimum Period</u>
Death or Disability of the Employee	30 days
Voluntary or Involuntary Termination	10 days

Suspension in excess of 15 days	10 days
Leaves of Absence of more than 30 days	10 days
All other reasons	10 days

For the reasons involving involuntary termination or suspension, notice shall be provided after the appropriate decision regarding the personnel action. For unpaid leaves of absence requested by the Employee, notice may be given to the Employee at any time after such leave is approved.

The Employee agrees to leave the Housing in accordance with the terms of the Notice. If the Employee fails to comply with the terms of the Notice, the Employer may proceed to evict the Employee.

3. Employee may also terminate this contract, with or without cause, by providing Notice to the City, the Executive Director of Parks and Recreation, or designee, in accordance with the minimum periods specified above.

4. At the expiration or termination of this Agreement, Employee shall deliver the Housing to the City in the same condition as the Housing was in at the beginning of this Agreement Term, ordinary wear and tear excepted; and Employee shall remove all of Employee's personal property and other effects. City and Employee shall perform a post-move-out inspection to confirm the condition of the Housing and grounds.

ARTICLE VIII. RESPONSIBILITY FOR PERSONAL PROPERTY

The Employee is responsible for the safety of their personal property and that of personal guests. The City shall not provide insurance or be liable for damage to personal property for any cause whatsoever. Subject to the terms and conditions of this Agreement, Employee may purchase and maintain renters' insurance adequate to cover Employee's personal property.

ARTICLE IX. VENUE

This Agreement shall be deemed performable in the City and County of Denver, notwithstanding that the parties hereto may find it necessary to take some action in furtherance thereof outside said City and County, and the venue for any dispute arising hereunder shall be in the District Court in and for the City and County of Denver; provided, however, that if the City is required to evict the Employee from Housing in accordance with C.R.S. 13-40-101, et seq. (Volume 6A, 1987 Replacement Volume, as amended), then the venue for any such eviction action shall be in the District Court in the county in which the Housing is located.

ARTICLE X. ELECTRONIC SIGNATURES

Employee consents to the use of electronic signatures by the City. The Agreement may

be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of page intentionally left blank]

[Signature pages follow]

Contract Control Number: PARKS-202368050-00
Contractor Name: David Binkley

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

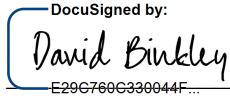
By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202368050-00
David Binkley

By:  _____
E29G760G33004F...

Name: David Binkley
(please print)

Title: Senior Park Ranger
(please print)

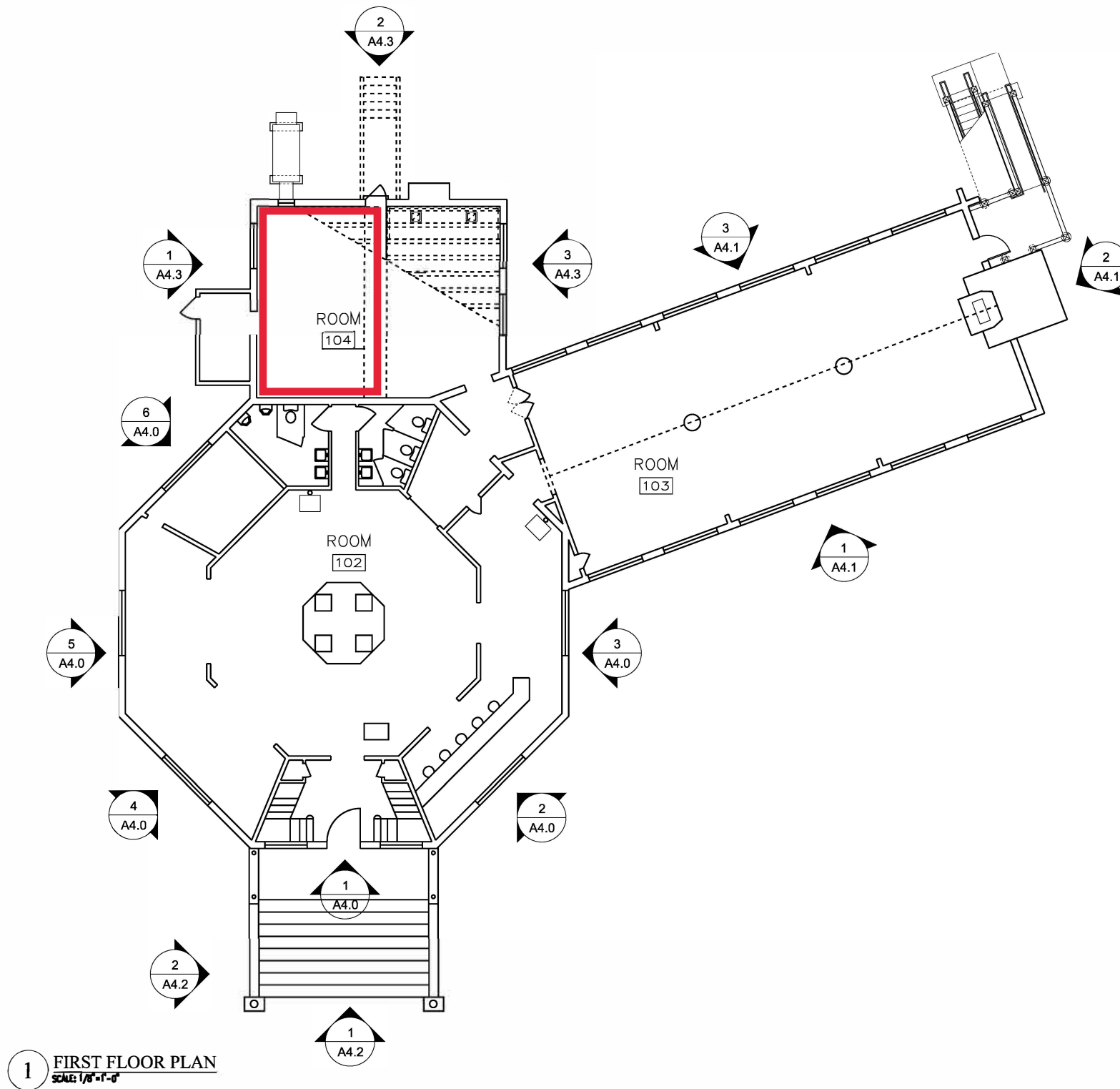
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A



Andrews & Anderson
Architects, PC

ARCHITECTURE
HISTORIC PRESERVATION
PLANNING

715 FOURTEENTH STREET
GOLDEN, COLORADO 80401
(303) 278-4378
FAX (303) 278-6521

© COPYRIGHT 2004
ANY UNAUTHORIZED USE OF THESE
DOCUMENTS IS PROHIBITED WITHOUT
THE WRITTEN CONSENT OF:
ANDREWS & ANDERSON ARCHITECTS, P.C.

ECHO LAKE LODGE LOG RESTORATION DENVER MOUNTAIN PARKS

ISSUED
DATE 08/12/2008

DRAWN
CHECKED
PROJECT NO. 2008200

SHEET TITLE
FIRST FLOOR PLAN

Personal Use Area

SHEET NO. A1.0

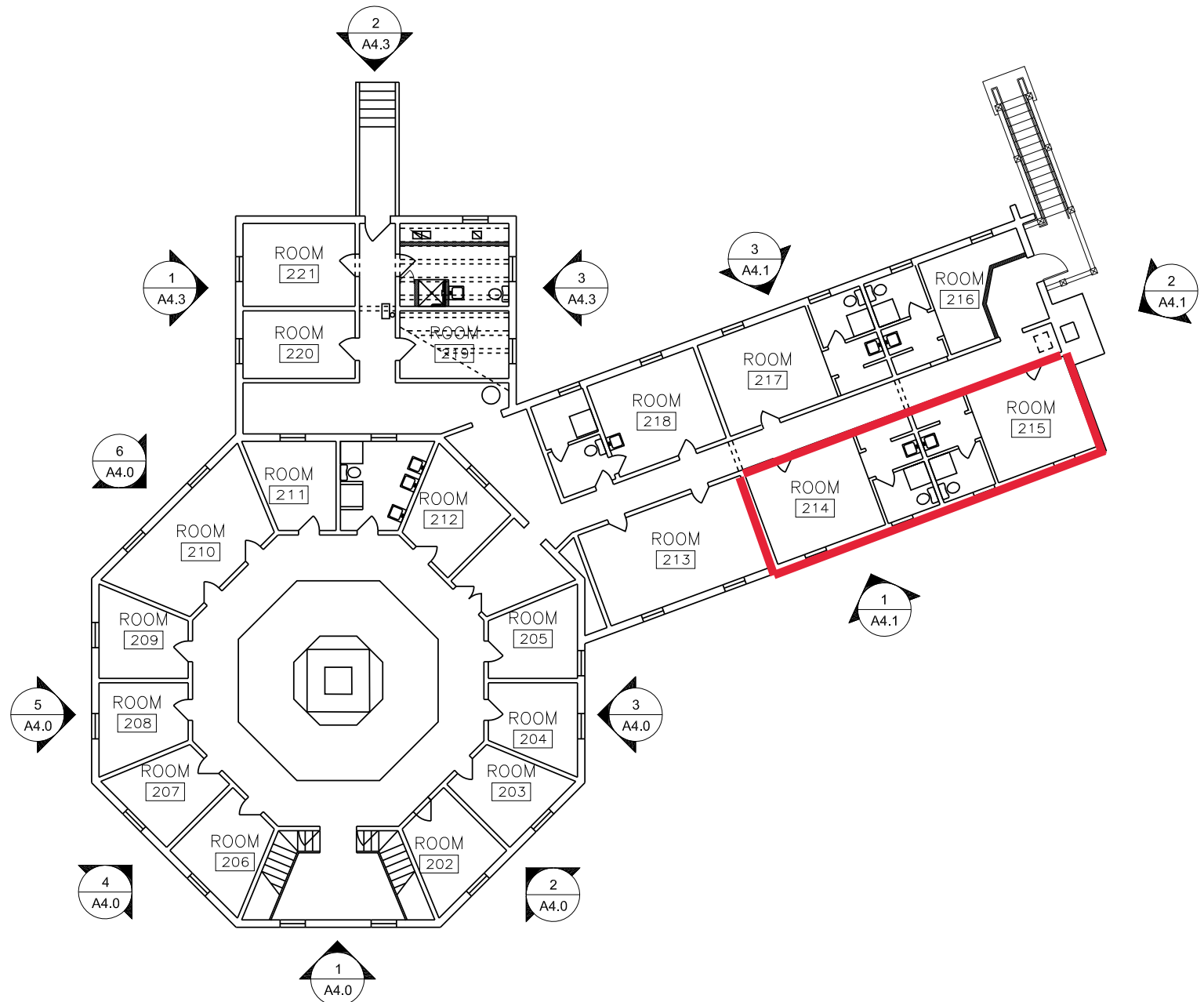


Andrews & Anderson
Architects, PC

ARCHITECTURE
HISTORIC PRESERVATION
PLANNING

715 FOURTEENTH STREET
GOLDEN, COLORADO 80401
(303) 278-4378
FAX (303) 278-6521

© COPYRIGHT 2004
ANY UNAUTHORIZED USE OF THESE
DOCUMENTS IS PROHIBITED WITHOUT
THE WRITTEN CONSENT OF:
ANDREWS & ANDERSON ARCHITECTS, P.C.



1 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

ECHO LAKE LODGE
LOG RESTORATION
DENVER MOUNTAIN PARKS

ISSUED
DATE 08/12/2008

DRMN
CHECKED
PROJECT NO. 2008200

SHEET TITLE
SECOND FLOOR
PLAN

SHEET NO. A1.1

Personal Use Area