

**DEPARTMENT OF PARKS AND RECREATION  
HOUSING AGREEMENT**

**THIS 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 Ryan Phillian, 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 in certain residential property owned by the City located at 8615 North Daniels Park Road, Sedalia, Colorado 80135, and identified in Article II below; and

**WHEREAS**, as a part of Employee's compensation in exchange for performing employment duties and other 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 power 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"), in his or her official capacity, or his/her designated representative, shall be the individual responsible for fulfilling the rights and obligations provided for in this Agreement.

**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 yard, storage area, garage, shed, etc. designated for the Employee's use by the Manager of Parks and Recreation), identified as 8615 North Daniels Park Road, Sedalia, Colorado 80135, and as depicted in **Exhibit A** to this Agreement ("Housing"). Housing 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 Housing identified in Article II of this Agreement:

1. The specific extent of the yard, storage area, property assess, parking, and any Employee use areas shall be delineated by the Mountain Park's superintendent in writing before the Employee occupies the property.
2. A City vehicle will not be provided for transportation between Daniels Park and the Denver Mountain Parks headquarters in Morrison.
3. Employee use is limited to the areas described in **Exhibit A** (attached). Parking is limited to the area described in the Exhibit: a 40 foot by 40-foot area labeled "parking." The yard associated with the residence is identified as being 100 feet by 65 feet in size. The Employee shall have access and use of the building labeled storage/laundry. Any occupancy or personal use of City and County of Denver property by Employee outside the parking areas and yard is prohibited unless permission is obtained from the Mountain Park's superintendent in writing.
4. Employee parking shall be limited to the 40 foot by 40 foot residential parking area. Occasional parking by friends or relatives of the Employee shall be allowed as long as it does not interfere with park operations.
5. Inspection: The Mountain Park's superintendent or his designee may inspect Employee Housing on an annual basis. Superintendent shall provide reasonable written notice (including but not limited to electronic mail) of not less than 24 hours before any inspection of residential spaces. Mountain Park staff may inspect or enter any exterior portion of the property as needed. Mountain Park staff may enter Employee Housing if an emergency exists or other legitimate purpose warrants such entry.
6. The Housing Agreement will be subject to annual review by the Mountain Park's superintendent at the end of each calendar year and may be continued or terminated based upon inspection and compliance with the terms of the Agreement.
7. Pets on the property will be limit to a maximum of four (4) small animals, which may include any combination of dogs or cats.
8. No improvements or changes to the property are authorized; however, Employee may request improvements, which shall not be performed without prior written authorization from the City.
9. AS-IS CONDITION: Upon occupancy and use of the Housing, Employee

accepts the condition of the Premises 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 Employee may use the Housing 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 be 5 years from execution of the Agreement (“Term”). City shall assess the Housing and property in order to 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 Housing Agreement may be terminated.

2. The City will not charge rent to the Employee. The Employee acknowledges that the Housing identified in Article II of this Agreement was clean prior to occupancy and that all installed appliances that are the personal property of the City (water heater and furnaces only) were functioning. City and Employee shall conduct a joint pre-move-in inspection for the purpose of documenting the condition of the Housing and grounds.

3. The City expects that housekeeping and the care of the yard areas set aside for the private use of the Employee and his or her family 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 the weed control, mowing, snow plowing and snow removal of the private exterior areas. Such housekeeping is nevertheless expected of the Employee during off-duty times, subject to Article V, below. Employee is also responsible for the reasonable maintenance and repair of fencing; feeding of Bison; snow removal for the paved parking lot near the shelter; general clean-up of litter in park; and basic toilet maintenance, also during off-duty times as necessary.

4. Requests for maintenance of the Housing shall be made in writing and directed to the Employee's supervisor. Supervisors shall forward the maintenance request with their recommendations to their superintendent who will determine what shall be done.

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

6. The Employee shall maintain the Housing in good and safe condition. No additions or alterations shall be made by the Employee unless Employee first obtain written prior approval from the City. Employee may perform minor alterations of Two Hundred Fifty Dollars (\$250.00) or less to the Housing. Any alterations over \$250.00 requires written permission from the City. Employee shall perform no modifications to the building structure or major systems.

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

8. The Employee may keep domesticated pets as limited under Article III. The keeping of employee livestock is not permitted.

10. Keys to the Housing and associated gates shall be under the control of the Employee and shall be provided to the Employee and his or her family on an as-needed-basis. These keys are not to be loaned or duplicated, and \$5 per key replacement fee will be assessed if a key is lost.

11. Except in emergency circumstances, the Employee will be given 24-hours notice prior to any inspection or maintenance of the Housing by the City.

12. 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 natural gas, cable television, and internet service. If the Housing has a propane tank, that tank must be filled by and at the expense of the Employee at the time the premises are vacated.

13. 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**

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 simply because he or she lives 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. With this in mind, the City's policy is as follows:

1. The Employee shall not be charged a rental fee for the use of City Housing but is expected to provide some off-duty services in exchange. The Employee will be required to remain in the area during certain off-duty hours as scheduled in advance without additional compensation or stand-by pay. During such times, the Employee may be subject to work requirements that may interfere with his or her freedom to engage in personal activities as determined by the City.
2. Employee is required to perform one hour per day, or seven hours per week, of off-duty tasks (as set forth in Article IV). Any work performed outside of regular duty hours which involves more than one-hour each day 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. The time must be documented on appropriate overtime slips and submitted with time sheets. Workers' Compensation coverage shall apply to off-duty tasks herein.

3. Except as provided above, 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.  
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 Manager of Parks and Recreation, acting in his or her 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:

<b><u>Event Occurring to Employee;</u></b>	<b><u>Minimum Period</u></b>
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, Parks' Executive Director, 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 Premises were 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 VII. RESPONSIBILITY FOR  
PERSONAL PROPERTY**

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

**ARTICLE VIII.  
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 IX. 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.

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PARKS-201947937-00

Contractor Name: Ryan Phillian

By: Ryan Phillian

Name: RYAN PHILLIAN  
(please print)

Title: SENIOR PARK RANGER  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)





Exhibit A



**Daniels Park Caretakers Agreement**

