

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** 5/13/2013

AGENDA ITEM: Independent Contractor Caretaker Agreement and Lease Agreement with Kim Reynolds, Mike Reynolds and Brandon Wilson	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Caretaker Agreement Lease Agreement	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The Strawberry Fields Caretaker position has been vacated by Independent Contractors Jesse Dodds and Amanda Moscariello effective April 30, 2013. Kim Reynolds, Mike Reynolds and Brandon Wilson have been selected through advertisement for Caretaker Services at the Strawberry Fields Athletic Park based on experience and ability to perform the scope of work described within the Caretaker Agreement and Lease requirement.

Kim Reynolds, Mike Reynolds and Brandon Wilson will take residence effective May 1, 2013 pending Council approval of the new Caretaker Agreement and Lease Agreement.

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the Independent Contractor and Lease Agreement(s) with Kim Reynolds, Mike Reynolds and Brandon Wilson of Marysville for the Caretaker position at Strawberry Fields Park.

## AGREEMENT FOR CARETAKER SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE CITY OF MARYSVILLE, Washington, a municipal corporation, herein referred to as "City," and KIM REYNOLDS, MIKE REYNOLDS AND BRANDON WILSON, independent contractors, herein referred to as "Contractor."

### WITNESSETH:

WHEREAS, the City is a municipal corporation which is engaged in the area of parks and recreation; and

WHEREAS, Contractor is an individual who has expertise and is qualified in the area of performing services as a caretaker and is capable of providing such services to the City; and

WHEREAS, the parties hereto being desirous of having certain services available from each other; NOW, THEREFORE,

For and in consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. SERVICES. Commencing MAY 1, 2013, Contractor agrees to perform the following services and related work as necessary and under the terms and conditions as hereinafter set forth.

See attached Scope of Work, which is incorporated herein as  
**EXHIBIT A.**

This caretaker contract shall be for the term of the **EXHIBIT B** lease. Upon termination of said lease for any reason, this contract shall terminate.

2. COMPENSATION. The City agrees to compensate Contractor for services rendered by a credit of a portion of the rent for the residence and appurtenances located at 6302 – 152<sup>nd</sup> Street NE, Marysville, WA, pursuant to the Lease Agreement entered into between the parties, which is attached hereto as EXHIBIT B. For purposes of this agreement, the market value of the rental unit is agreed to be \$1,100.00 per month, of which \$600.00 per month shall be credited for Contractor's services rendered pursuant to this agreement.

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3. **EQUIPMENT/TOOLS.** From time to time the City may provide the use of certain tools and/or equipment, supplies and materials for Contractor's use. It shall be the sole responsibility of the Contractor to maintain and protect from damage or theft any equipment, supplies or materials provided by the City or third parties.

4. **EMPLOYMENT OF THIRD PARTIES.** The City is contracting for the special services of the Contractor, and as such, the Contractor shall not subcontract or employ other persons to perform the caretaking services, without the specific written authorization of the City.

5. **INDEPENDENT CONTRACTOR.** This Service Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Contractor. Neither Contractor nor any person residing with Contractor is to be considered at any time an employee of the City. Neither party to this Service Agreement is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.

6. **EMPLOYEE BENEFITS/WITHHOLDING.** Contractor agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to the business of Contractor. Contractor shall be solely responsible for all of his own benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as he may wish to acquire for himself.

7. **RECORDS.** Contractor shall keep such books and records as are necessary for general reporting and business purposes and shall provide copies to the City upon request. It shall also be the Contractor's sole responsibility to keep all books and records required by law for the reporting of wages and hours. Contractor shall provide copies of such books and records to the City upon request.

8. **TERMINATION.** Either party may terminate this Agreement by giving at least 30 days' written notice of intent to terminate. Upon the termination of this Agreement for any reason, Contractor agrees to remove all tools, equipment, furniture, personal property, and other materials owned by Contractor from the leased premises and Contractor further agrees to deliver and return to the City any and all equipment and materials belonging to the City in the custody or control of Contractor.

9. **LITIGATION.** In the event of any litigation involving the rights or obligations of the City or Contractor hereunder, the prevailing party in such litigation shall be entitled to receive from the other such reasonable attorney's fees and all costs as the court may award.

10. INTERPRETATION. This Agreement shall be governed by the laws of the State of Washington. There are no other or further agreements between the parties hereto except as set forth herein, or as specifically attached to this Agreement and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above first written.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

ATTEST:

By \_\_\_\_\_  
SANDY LANGDON, City Clerk/Finance Officer

APPROVED AS TO FORM:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

Contractor:

By \_\_\_\_\_  
KIM REYNOLDS

By \_\_\_\_\_  
MIKE REYNOLDS

By \_\_\_\_\_  
BRANDON WILSON

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## EXHIBIT A

### Addendum to Agreement

#### SCOPE OF WORK

Contract Title: Caretaker

Location: Strawberry Fields Athletic/Recreation Park located at 6301 – 152<sup>nd</sup> Street NE, Marysville, Washington, and the adjacent residence located at 6302 – 152<sup>nd</sup> Street NE, Marysville, Washington.

Reporting Relationships: Reports to the Director of Parks and Recreation and/or Parks Maintenance Manager as well as administrative support personnel.

#### Scope of Work:

1. Inspect facilities daily and advise Parks and Recreation Director of any repairs needed to facilities.
2. Secure facilities daily on a seven-day-per-week schedule. On all major holidays the caretaker will open the park facilities. Caretaker shall open gates at dawn and lock gates at dusk if gates are installed upon the premises. Caretaker shall be on site upon conclusion of all scheduled activities and remain on site when gates are secured.
3. Clean the park restrooms each day utilizing cleaning supplies provided by the City.
4. Empty trash/refuse receptacles into the dumpster provided by City.
5. Protect the park from vandal damage by reporting activities to law enforcement agencies.
6. Report any and all suspicious activities to on site staff or Marysville Police Department.

#### Requirements and Qualifications: Caretaker must:

1. Have the physical ability to perform all duties described.
2. Have the ability to read and speak English.
3. Have a valid Washington State Drivers License and Automobile Insurance.
4. Maintain good customer service.

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## Special Requirements and Compensation

1. Caretaker must live adjacent to park property in housing leased from the City of Marysville.
2. The property at 6302 – 152<sup>nd</sup> Street NE, Marysville, Washington, is leased to Caretaker at a rent which is lower than market value in lieu of monetary compensation for services rendered.
3. Caretaker is to provide exterior landscape maintenance for improvements surrounding the leased residence.
4. Caretaker is to notify Director of Parks and Recreation to arrange for any short term or extended leave of absence from residence and or/duties. Caretaker is to provide approved substitute individuals upon request for leave. Substitute must provide their own transportation at all times.
5. City reserves the right to change open and closing schedules and duties of similar nature within the scope of work, provided additional facilities are developed and or renovated.

**EXHIBIT B**  
**LEASE AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF MARYSVILLE, a municipal corporation, hereinafter designated the "Lessor", and KIM REYNOLDS, MIKE REYNOLDS AND BRANDON WILSON, hereinafter designated the "Lessee".

**WITNESSETH:**

Lessor does by these presents lease and demise unto Lessee the following described real estate and premises situate in the City of Marysville, County of Snohomish, State of Washington, to wit:

The residence only, situated upon the following-described property:

Portion of Section 34, Township 31 North, Range 5 East, W.M., described as follows:

Beginning 15 feet South of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34, Township 31 North, Range 5 East, W.M.; Thence West for 1221 feet to the True Point of Beginning; Thence continue West for 125 feet; Thence South for 217 feet; Thence East for 125 feet; Thence North for 217 feet to the True Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Street address: 6302 - 152nd St., NE, Marysville, WA.

Lessor reserves the right to use the outbuildings situated upon the property. Lessor shall have access to the yard at all times.

The parties hereto mutually agree on the following terms and conditions governing said lease:

1. The term for said lease shall be from month to month, commencing on the 1<sup>st</sup> day of May, 2012.
2. The market value of the leasehold interest is agreed to be ONE THOUSAND ONE HUNDRED AND NO/100THS DOLLARS (\$1,100.00) per month:

Lessee shall pay cash rent in the amount of \$500.00 per month for the above premises, together with leasehold excise tax in the sum of \$64.20, for a total of \$564.20, payable in advance on or before the first day of each month of the lease term. Rents not received by Lessor on or before the 5<sup>th</sup> day of each month shall include a 5% late fee, which will constitute additional rent hereunder.

In payment of the balance of the market value of the leasehold interest, Lessees KIM REYNOLDS and MIKE REYNOLDS and BRANDON WILSON shall perform all regular and necessary duties as an independent contractor pursuant to the terms of a separate **Agreement for Caretaker Services** between the CITY OF MARYSVILLE and Lessee, attached hereto.

Lessee shall be obligated to pay Lessor the balance of market value monthly rent for the premises in the sum of \$600.00 per month, plus leasehold excise tax thereon at the then current rate (currently 12.84%), for any month during which the Lessee has not fully performed pursuant to the terms of the **Agreement for Caretaker Services** between the parties or has not fully complied with the terms of this agreement.

3. All interior maintenance of the premises shall be performed by the Lessee. Lessor shall provide all exterior maintenance to structures and repairs to the physical plant and roof systems of the premises. Lessor shall provide yard pruning services at lease once every three months during the growing season. Lessee shall provide all services identified within the scope of work within the Contract for Caretaker Services as needed.
4. Lessor and Lessor's agents and employees shall have the right to access to the premises for the purposes of:
  - (a) Inspection;
  - (b) Maintenance, yard work, repairs, alterations or improvements;
  - (c) Display of the premises to prospective or actual workers or contractors.

Whenever practical, Lessor shall give Lessee advance notice of Lessor's intent to enter the property. Lessor shall not alter the property or home in any way so as to make the home uninhabitable by lessee.

5. **LEAD-BASED PAINT:** The subject residence was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD). Lessee has received a copy of *Protect Your Family from Lead in Your Home* and has reviewed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." Lessee hereby waives inspection of the premises for lead hazards. Lessee hereby agrees to hold the Lessor harmless from any claims of Lessee, or Lessee's agents, guests or invitees, arising from lead hazards upon the subject property.
6. Lessee agrees that the premises will be used as the residence for Lessee only. Lessee agrees not to let or sublet the whole or any part of the premises nor assign this lease or any interest therein. Lessee agrees not to operate any retail or service-oriented business within the residence or property described.



7. Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold Lessor liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.
8. Lessee shall maintain casualty insurance coverage for Lessee's personal property located at the premises and shall maintain public liability insurance for injuries to persons or property in at least the amount of \$500,000.00. Lessor shall provide hazard insurance for the improvements situated on the lease premises and shall also provide public liability insurance.

Lessor shall pay the real estate taxes for the lease premises.

Lessee shall pay all charges for utilities supplied to the residence including, but not limited to, electricity, water, telephone and garbage.

9. It is agreed that if default should occur on any of the conditions herein contained, or in the Contract for Caretaker Services, then it shall be lawful for the Lessor to re-enter said premises and remove all persons and property therefrom.
10. This lease agreement may be terminated by Lessee giving thirty (30) days' written notice to the City. This lease shall automatically terminate in the event the Lessee ceases to occupy the subject premises for any reason for a period of thirty (30) consecutive days. Upon the expiration or termination of this lease, the Lessee will quit and surrender the premises in as good state and condition as they were at the commencement of the lease term (ordinary wear and damage by the elements or fire excepted).
11. **SECURITY DEPOSIT:** Lessee has deposited the sum of \$250.00 receipt of which is hereby acknowledged, which sum shall be deposited by Lessor in a trust account with Bank of America, Marysville Branch, whose address is 415 State, Marysville, WA 98270. All or a portion of such deposit may be retained by Lessor and a refund of any portion of such deposit is conditioned as follows:
  - (a) Lessee shall fully perform its obligations hereunder;
  - (b) Lessee shall clean and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear;
  - (c) Lessee shall have remedied or repaired any damage to the premises;
  - (d) Lessee shall surrender to Landlord the keys to the premises.

Any refund from security deposit, as by itemized statement shown to be due to Lessee, shall be returned to Lessee within 14 days after the termination of the tenancy and vacation of the premises. Lessor may apply the security deposit to the payment of any

sums owing to Lessor in connection with this lease including, but not limited to, unpaid rent and leasehold excise tax, tenant damage to the lease premises, normal wear and tear resulting from ordinary use of the premises excepted, Lessor's attorney's fees and costs in enforcing this lease, and payment of any judgment obtained by Lessor in connection with the enforcement of this lease or the eviction of Lessee; provided that nothing herein shall be construed as requiring Lessor to apply the security deposit to payment of any such judgment.

**NONREFUNDABLE FEES:** The sum of \$150.00 is paid to Lessor herein and shall be retained by Lessor as a nonrefundable fee for cleaning, and is in addition to the security and damage deposit, and not a part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Lessee:**

\_\_\_\_\_  
KIM REYNOLDS, Caretaker

\_\_\_\_\_  
MIKE REYNOLDS, Caretaker

\_\_\_\_\_  
BRANDON WILSON, Caretaker

**CITY OF MARYSVILLE, Lessor**

By \_\_\_\_\_  
JON NEHRING, Mayor

**ATTEST:**

By \_\_\_\_\_  
SANDY LANGDON, Finance Director/City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

**STATEMENT OF CONDITION AND CLEANLINESS AND  
EXISTING DAMAGE TO PREMISES AND FURNISHINGS**

The premises contain the following defects, damages, and physical conditions at the commencement of the tenant's occupancy, and its state of cleanliness is as follows:

1. Walls:
2. Floors:
3. Countertops:
4. Carpets:
5. Drapes:
6. Windows:
7. Doors:
8. Furniture:
9. Appliances:
10. Plumbing, Heating, Electrical:
11. Yard, Plants, Shrubbery:
12. Other:

CITY OF MARYSVILLE, Lessor

By \_\_\_\_\_  
Date

\_\_\_\_\_  
KIM REYNOLDS, Lessee Date

\_\_\_\_\_  
MIKE REYNOLDS, Lessee Date

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii)  X  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii)  X  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date