

**EMPLOYEE AGREEMENT**  
**REGARDING EMPLOYER-PROVIDED HOUSING**

**THIS AGREEMENT**, Made and entered into this 29<sup>th</sup> day of February, 2024, by and between CANYON COUNTY, IDAHO acting by and through the Canyon County Board of Commissioners, hereinafter referred to as "Employer", and Clyde Alexander, hereinafter referred to as "Employee" and collectively as "Parties."

**WITNESSETH:**

This agreement is intended by the parties to serve as an agreement authorized under 29 C.F.R. § 785.23 related to employment activities performed in exchange for a license to occupy employer-owned housing. The agreement is that Employee will be permitted to occupy the premises in exchange for Employee performing certain core duties and activities as described in Exhibit A.

**1. Premises:**

Employer does hereby agree to provide to Employee, and Employee does hereby agree to occupy the following described premises:

Employer-owned three (3) bedroom, two (2) bath manufactured home and lot located at 15502 Missouri, Nampa, Canyon County, Idaho, 83686, together with any other structures located on the lot that may be made available to the Employee by the Employer.

**2. Employee's Obligations:**

Employee, as a part-time Canyon County Employee, holding the Canyon County position of a Landfill Caretaker, agrees to occupy the premises and perform the duties of the Landfill Caretaker, as described in Exhibit A.

**3. Employer's Obligations:**

The above described property is owned by Canyon County and Employer is providing the property to Employee at no cost because it is necessary that Employer help discourage vandalism, trespassing, and other violations of law occurring on landfill property when the landfill is not open for business. Employer will take all reasonable steps to ensure the premises remain safe, decent, sanitary, and free of dangerous conditions.

**4. Rent:**

As the Employee is employed by Employer, Employee shall occupy the premises described herein rent free, in exchange for compensation for services as described in Exhibit A. In conformance with Section 119 of the Internal Revenue Code (IRC), the home is provided on the business premises of Employer, for the convenience of Employer and Employee is required to reside there as a condition of employment. The amount of the waived rent will not be considered as income for the Employee's tax purposes. Unless modified in writing, the parties agree that the rental value of this property shall be \$1250.00 per month.

**5. Condition of Premises:**

Employee stipulates that he has examined the Premises, including all buildings, improvements and major appliances, and they are, at the time of this occupation, in good order, repair and in a safe, clean and sanitary condition and documented as such within a property inspection checklist completed prior to occupation.

**6. Term:**

The Employee's license to enter, occupy and remain on the premises shall commence on the first date of employment and shall continue for the duration of employment in this position. Employee is not considered a tenant and said employment and license to occupy the premises may be terminated at will. Employee shall have no expectation that this license to enter, occupy or remain on the premises will extend for any given period of time upon termination. Upon termination of employment Employee shall vacate the property within five (5) days after and understands that absent an agreement in writing, entering, occupying or remaining on the premises beyond this time will be considered unlawful.

**7. Default:**

Employee shall be deemed in default of this Agreement if Employee is unable or unwilling to fulfill the duties as described in Exhibit A. If Employee fails to vacate the premises upon termination, then Employer, at its option, may seek all legal and equitable remedies available, including but not limited to prosecution for criminal trespass.

**8. Security Deposit:**

No security deposit is required. Upon termination, the cost of the cleaning and repairs necessary to put the premises in fully operable condition, excluding normal wear and tear, shall be the responsibility of the Employee. Upon termination, Employee shall receive a written invoice listing and all damage repair costs due within thirty (30) days and shall pay invoice by the due date specified within. Employer may utilize all available legal remedies to collect any unpaid balance due.

**9. Use of Premises:**

As a condition of employment Employer gives license to Employee to occupy the premises exclusively as a private single-family residence and neither the premises, nor any part thereof, shall be used at any time during the term of this occupation for any unlawful purpose or for the purpose of carrying on any business, profession or trade of any kind, or for any purpose other than as a private single-family residence. Employee is strictly prohibited from deriving any compensation from occupants, guests, or invitees for the use or occupancy of the premises. Employee shall not add, alter or re-key any locks to the premises without first obtaining Employer's consent in writing. Parking shall not unreasonably exceed lot space available.

**10. Occupants:**

Employee shall keep Employer advised of the total number of persons occupying the premises and shall notify Employer of any changes in occupancy within thirty (30) days of such change. Occupants shall be limited to Employee and Employee's immediate family absent express, written consent of Employer.

At no time shall more than five (5) persons occupy the premises absent express written permission from Employer. Overnight guests shall not occupy the premises for longer than a seven (7) day period absent prior written consent from Employer.

Number of persons occupying the dwelling: \_\_\_\_\_

Relationship to Tenant:	<u>Jaylen</u>	Gender:	<u>m</u>	Age:	<u>21</u>
Relationship to Tenant:	<u>mekhti</u>	Gender:	<u>m</u>	Age:	<u>18</u>
Relationship to Tenant:	<u>Taylen</u>	Gender:	<u>m</u>	Age:	<u>6</u>

**11. Animals:**

No pets shall be allowed on the premises without first obtaining written approval from Employer. Fowl or poultry shall not be kept on the premises. Employee shall comply with all the applicable laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the premises during the term of this Agreement.

**12. Dangerous Materials:**

Employee shall not keep or have on the Premises or lot any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

**13. Assignment and Subletting:**

Employee shall not assign this right to occupy, or sublet or grant any concession of license to use the premises. Any assignment, subletting, concession or license shall be void and Employer shall, at Employer's option, terminate this agreement.

**14. Alterations and Improvements:**

Employee shall make no alterations to the premises or construct any building or make other improvements without the prior written consent of Employer. All alterations, changes and improvements built, constructed or placed on the premises by Employee, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between the parties, be the property of the Employer and remain on the premises at the expiration or termination of this right to occupy.

**15. Utilities:**

Employee shall be responsible for arranging for and paying for utility services required on the premises, including gas, electricity, personal phone and wireless internet service, if desired. The County WIFI network is not accessible from the residence and is unavailable for personal use. Non-potable water (non-drinking water) for domestic sanitary use and potable water (drinking water) is provided by the Employer.

**16. Maintenance and Repair:**

Employee will keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Except as provided by law or as authorized by the prior written consent of the Employer, Employee will not make any repairs or alterations to the premises, including but not limited to painting the walls, installing wallpaper, murals, paneling, tile, or hanging items weighing in excess of twenty (20) pounds. Employee shall keep the fixtures and appliances in good order and repair, keep the furnace clean, replace light

bulbs in fixtures and batteries in smoke detectors as necessary and shall be responsible for general maintenance and minor repairs of the premises. Employee shall notify employer in writing upon discovery of any major damages, effects, or dangerous conditions in and about the premises and reimburse Employer for the cost of any repairs or damages caused by misuse and/or negligence on the part of Employee, occupants, guests or invitees.

**17. Yard Maintenance:**

Employee agrees to properly maintain any yard, flower beds, and garden areas located within the premises in the same condition those areas were in when the Agreement became effective.

**18. Right of Inspection:**

Employer and its agents have the right at all reasonable times during the term of this occupation, to enter the premises for the purpose of inspection. Inspections will be conducted by the Canyon County Landfill Director or his appointee. Employee shall make the premises available to Employer for the purpose of making repairs, improvements, or in an emergency situation. Except in the case of an emergency, Employer will give Employee reasonable notice of intent to enter the premises. For these purposes, a 24-hour written notice will be deemed reasonable.

**19. Damage or Injury to Others:**

Employer shall not be liable for any personal injury to Employee or his officers or agents, occupants, guests or invitees which occurs upon the premises, or for damage to any property of Employee or his officers or agents, occupants, guests or invitees irrespective of how such injury or damage may be caused, whether by an act of God or otherwise.

If the manufactured home located upon the premises shall be damaged by fire, the elements, explosion or other cause, Employer has the option to cause the structure to be replaced and/or repaired. If Employer determines not to repair and/or restore the home, then this agreement shall terminate and Employer shall not be obligated to provide substitute premises to Employee. Employer shall not be obligated to provide substitute premises during any period of repair or restoration of the premises.

**20. Rental Insurance:**

Employee shall obtain renter's insurance and provide a copy to the Employer prior to occupancy of the premises and at least annually thereafter.

**21. Notices:**

Any notice required to be served in accordance with this Agreement shall be delivered personally or sent by certified mail. The notice from Employee to Employer is to be sent to the Landfill Director at Canyon County Landfill, 15500 Missouri Avenue, Nampa, Idaho 83686, and the notice from Employer to Employee is to be sent to Employee at the premises.

**22. Indemnification:**

Employee hereby indemnifies, defends, and holds harmless Employer from and against any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising out of negligent acts, errors, or omissions of Employee, its servants, agents, guests, occupants or invitees while occupying the premises under the terms of this agreement and not caused by or arising out of actions reasonably related to Employee's official work duties as described in Exhibit A or caused by or arising out of

the tortious conduct of Employer.

**23. Entire Agreement:**

This Agreement, together with any written agreements which shall have been simultaneously executed herewith, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement, nor the subject of simultaneous writings heretofore referred to. All prior understandings, terms or conditions are deemed merged in this Agreement. This Agreement cannot be changed or supplemented orally.

**24. Governing Law:**

This Agreement shall be governed by the laws of the state of Idaho and any applicable laws or regulations, including Canyon County ordinances. Venue for any action concerning this Agreement shall be in the Third District Court, Canyon County, Idaho.

**25. Binding Effect:**

The provisions and stipulations hereof shall ensure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereby have executed this agreement the day and year first above written.

**BOARD OF CANYON COUNTY  
COMMISSIONERS  
CANYON COUNTY, IDAHO**

**EMPLOYEE**


  
\_\_\_\_\_  
Commissioner Leslie Van Beek

 02-29-24  
\_\_\_\_\_  
Employee

  
\_\_\_\_\_  
Commissioner Brad Holton

  
\_\_\_\_\_  
Commissioner Zach Brooks

ATTEST: RICK HOGABOAM, CLERK

By:   
\_\_\_\_\_  
Deputy Clerk 02-29-24

## EXHIBIT A

1. Provide general surveillance of landfill property and structures during hours of non-operation of the landfill and maintain conspicuous residential occupancy of the premises;
2. Provide and maintain conspicuous occupation of the premises during landfill closures. Conspicuous occupation does not require actual physical presence in the residence at all times but does require that regular, common indicators of occupancy such as visible lighting, parked vehicles, etc. provide appearance of consistent occupancy during landfill closures. Landfill closures include:
  - a) Before and after normal landfill operation hours;
  - b) Sundays from 7:30 am to 5:30 pm;
  - c) Holidays, including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day from 7:30 am to 5:00 pm;
3. During the hours of landfill closure specified above, the employee is required to occupy the premises and periodically visually check the landfill compound for unauthorized trespass and assure that the entrance gate is locked;
4. During all hours of landfill closure and otherwise as residential occupant:
  - a) Watch for and report irregularities such as trespassers, suspicious activity or criminal acts and notify law enforcement agencies and the Canyon County Landfill Director ("Director") or designee;
  - b) Monitor the facility security system and report alarms to the appropriate security contractor or law enforcement agency as applicable and to Director or designee;
  - c) Maintain activity log; record unusual occurrences for use by supervisory staff, law enforcement agencies, and/or the County Prosecutor;
  - d) Meet with law enforcement when their presence is requested, generate necessary reports related to activities and incidents and appear for related court hearings as required; and
  - e) Monitor activities occurring in the adjacent County owned lands to discourage illegal dumping;
5. Absent an emergency circumstance, provide advanced notice in writing to Director or designee no less than seven (7) calendar days prior to any instance where physical presence as outlined herein expected to be significantly affected, unavailable, or impossible due to pre-approved vacation leave, illness, or other circumstance, such that coverage can be planned in advance;
6. Review and adhere to all Canyon County policies within the Employee Handbook and all department-specific policies, including but not limited to Workplace Safety and Security Policy 9.01.04 pertaining to weapon restrictions on county-owned property and the Solid Waste Department Drug/Alcohol Testing policy effective June 29, 2018.