

## **AGREEMENT FOR ON-SITE RESPONSE SPECIALIST SERVICES**

### **DEL NORTE SENIOR CENTER AS THE MANAGEMENT AGENT FOR REDWOOD COVE SENIOR APARTMENTS 1755 Northcrest Dr., Crescent City, CA 95531**

This Agreement for On-site Response Specialist Services shall evidence the complete terms and conditions upon which the parties whose signatures appear below have agreed. Del Norte Senior Center as the Management Agent for Redwood Cove Senior Apartments shall be referred to as "DNSC" and \_\_\_\_\_, shall be referred to as "RS."

**1. EFFECTIVE DATE:** This agreement shall commence on \_\_\_\_\_ and continue on a month-to-month basis until either party terminates this agreement as provided in Paragraph 17 below.

**2. EMPLOYMENT AGREEMENT:** \_\_\_\_\_ will be considered an employee of DNSC for payroll purposes; however the terms and conditions of this Agreement will apply to \_\_\_\_\_. The provisions and terms of employee handbooks, agreements, or other documents relating to the employment relationship between DNSC and other employees shall apply to the extent that they do not conflict with this Agreement. The Redwood Cove House Rules and Pet Rules shall also apply to the extent they do not conflict with this Agreement. In the case of a conflict, the terms and conditions of this Agreement will take precedence over those in any other document.

**3. COMPENSATION:** As consideration for this agreement, DNSC agrees to provide to RS for use solely as a private residence, a two-bedroom apartment ("the residence") located at 1755 Northcrest Dr., Unit #101, Crescent City, California.

As additional consideration, DNSC agrees to provide RS an annual gross salary of six thousand dollars (\$6,000) to be paid in equal payments according to DNSC's regular pay schedule. Federal and State income tax withholdings, the employee's share of payroll taxes, and any other withholdings as may be required by law will be deducted from each periodic payment.

This position does not earn vacation, sick leave or overtime compensation. Time off for these or other purposes may be arranged as described in Paragraph 4 below and will not reduce the amount of compensation paid.

**4. RS's RESPONSIBILITIES:** RS is required to live on-site. Unless otherwise arranged with DNSC management, at least one RS is generally expected to remain on-site during the following time periods:

Weekdays: From 5:00 p.m. to 8:00 a.m., Monday through Friday

Weekends: From 5:00 p.m. on Friday to 8:00 a.m. on Monday

Holidays: From the time staff leave on the last work day before the holiday to the time staff arrive on the first work day after the holiday.

Other days and times as may be arranged when DNSC staff are not on-site.

If RS needs to be absent during the above days and hours, they must notify DNSC management, in writing, as far in advance as possible so that RS's responsibilities may be fulfilled during their absence. Arrangement with management for time off must include an approved plan for covering the RS's responsibilities while absent. RS may propose an alternate individual to stay in the apartment on a temporary basis and fulfill RS's responsibilities. Such individual is subject to a background check and approval of management.

RS are not expected to remain onsite or provide services during the hours of 8:00 a.m. to 5:00 p.m. on regular working days when DNSC staff are on-site.

RS will provide the following services:

1. Check to insure that building outer doors have automatically unlocked at the designated time each morning if staff have not already done so.
2. Check to insure that building outer doors have automatically locked at the designated time each night if staff have not already done so.
3. Independently respond to smoke alarms and resident pull cord alarms and assess the need for assistance. Independently determine the nature of the emergency and the appropriate level of response necessary to address the situation. Provide assistance to residents, including first aid to the level of current certifications. Notify emergency services and DNSC management as appropriate.
4. Independently provide minor maintenance and cleanup services to alleviate immediate health or safety issues and to prevent damage to DNSC property. Such services may include, but not be limited to, turning off water flow in the event of leaks, cleaning up flooded water, arranging for temporary repair of broken windows or doors, and other emergency maintenance as necessary and appropriate. Report maintenance needs to DNSC staff and management as appropriate.

5. Provide residents with transportation to or from emergency medical services only when no other appropriate transportation is available.
6. Independently respond to tenant complaints and provide appropriate assistance only as necessary to alleviate the immediate situation. Notify DNSC management of ongoing tenant or facility problems that need to be addressed by staff or management.
7. Mediate tenant conflicts or disagreements only as necessary to insure the immediate safety and well-being of residents. Notify DNSC management of ongoing issues requiring management attention.
8. Abide by and enforce House Rules and Pet Rules. Notify DNSC management of any instance of violation of rules or the lease agreements, especially ongoing violations.
9. Maintain and submit to DNSC management, a daily log of the above activities.

RS are not to provide personal care, laundry, cooking, cleaning, non-emergency transportation, supervision, financial assistance or other individual services to residents other than those listed above. If RS believe that a tenant needs assistance with any of the activities of daily living, a report is to be made to the Service Coordinator for an assessment.

When not on duty, RS are not expected to assist other staff with their duties unless requested to do so.

**5. PERSONAL CONDUCT:** RS are free to use the common areas of the facility to the extent that it does not interfere with the ability of residents to access and use those areas. RS are welcome and encouraged to participate in organized social activities, but are not required to do so. Use of the common area and participation in organized activities may not interfere with the enjoyment of the facility by residents, nor should it create a disruption or disturbance for other staff members.

At all times, whether or not on duty, RS are to conduct themselves in a professional manner as representatives of DNSC and Redwood Cove. RS are expected to understand and respect their role as employees, not residents, of the facility. RS are expected to maintain appropriate professional boundaries with residents at all times. RS are also expected to maintain appropriate professional working relationships with other staff at all times.

**6. CONFIDENTIALITY:** All personal information about residents or other staff members to which RS have access, see or hear is strictly confidential. Personal information is not to be shared with other residents. Information should not be shared

with staff members except as necessary to insure resident safety and to promote the efficient and effective management of the facility. RS are to maintain professional boundaries and not share personal information about themselves with residents. Gossip is strictly prohibited.

**SMOKING AND DRUG-FREE WORKPLACE:** Redwood Cove Senior Apartments is a smoke-free facility and a drug-free workplace. Smoking is not permitted in any residence or common area of the facility or within 25 feet of the entrances to the facility or residence. Misuse of prescribed medications or alcohol to the extent that it impairs RS's ability to perform their duties, or interferes with the orderly operation of the facility, or use of illegal substances or medication not properly prescribed by a treating physician shall be considered a breach of this agreement and may result in its immediate termination.

**7. KEYS:** RS acknowledges receipt of a master key to the Redwood Cove Senior Apartments and two keys to the residence. RS shall not make copies of any key, or provide keys to anyone else without written permission from DNSC. All keys provided to RS shall be returned to DNSC immediately upon termination of this Agreement.

**8. UTILITIES:** DNSC shall provide RS with a landline telephone solely for the purposes of maintaining contact between DNSC and RS after business hours and of carrying out emergency response duties as outlined above. DNSC shall also provide a reimbursement for business use of the RS personal cellular telephone for the purposes of maintaining contact with DNSC management.

DNSC shall provide electricity; water and sewer; and garbage services. The apartment will include wiring for television and Internet services; however, the cost of services and any equipment necessary to access the services will be the responsibility of RS.

**9. OCCUPANTS:** RS agrees that they shall be the only occupants of the residence and that no others shall occupy the residence without the prior written consent of DNSC. RS may allow guest(s) to visit in the apartment pursuant to the House Rules. If RS allows others to occupy the apartment without consent, it will be considered a breach of this agreement and may result in its immediate termination.

**10. PARKING:** RS and RS's guest(s) may use the parking areas/spaces on Redwood Cove Senior Apartment's property and the adjacent property of the Del Norte Senior Center only for the parking of passenger automobiles and/or those approved vehicles agreed upon between RS and DNSC. Said areas/spaces shall not be used for the washing, painting, repair or storage of vehicles. RS is responsible for oil leaks

and other fluid discharges from their vehicle(s), or from those of their guest(s), for which RS may be charged a cleaning fee if deemed necessary by DNSC.

**11. NOISE:** RS agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another resident and/or neighbor. Said noise and/or activity shall be considered a breach of this agreement and may result in its immediate termination.

**12. DESTRUCTION OF PREMISES:** If the premises becomes totally or partially destroyed during the term of this Agreement so that RS's use is seriously impaired, DNSC or RS may agree to modify the terms of the Agreement or relieve RS of some or all of their obligations under the Agreement.

**13. CONDITION OF PREMISES:** RS acknowledges that they have examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, any items that may be listed on a separate property condition checklist, if any, completed and signed by RS and DNSC and/or all other items provided by DNSC are all clean, and in good, satisfactory condition except as may be indicated on said checklist. RS agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RS, their guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to DNSC in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to DNSC. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear and repair or replacement shall be the responsibility of RS.

**14. ALTERATIONS:** RS shall not paint; wallpaper; alter or redecorate; change or install locks; install antenna or other equipment; install screws, fastening devices, large nails, or adhesive materials; place signs, displays, or other exhibits on or in any portion of the premises without the written consent of DNSC except as may be provided by law.

**15. PROPERTY MAINTENANCE:** RS shall deposit all garbage, waste, recyclable materials or other refuse in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RS shall be responsible for disposing of refuse items of such size and nature as are not normally acceptable by the garbage hauler.

RS shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. DNSC shall provide basic maintenance

services as are provided to other facility residents. At its sole discretion, DNSC may require RS to pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks should it be determined that such damage is the result of RS's negligence or intentional conduct.

**16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by DNSC upon 30-day written notice setting forth such change and delivered to RS. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

**17. TERMINATION:** This agreement may be terminated for reasons other than breach of the agreement, by either party giving to the other, a 60-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RS's belongings, and keys and other property furnished for RS's use are returned to DNSC. Should RS hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RS shall be liable for additional rent and damages which may include damages due to DNSC's inability to make the residence available to a new occupant. DNSC, at its sole discretion, may agree to extend the time to vacate the premises after termination of this agreement depending upon circumstances.

**18. RIGHT OF ENTRY AND INSPECTION:** DNSC may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. DNSC shall give 24 hours advance notice and may enter for smoke alarm inspections, and/or for normal inspections and repairs. DNSC is permitted to make all alterations, repairs and maintenance that in DNSC'S judgment are necessary to perform.

**19. ASSIGNMENT:** RS agrees not to transfer, assign or sublet the premises or any part thereof. Any such assignment shall be considered a breach of this agreement and may result in its immediate termination.

**20. PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of DNSC's or RS's rights under the law. If any part of this Agreement is in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement, nor shall it affect the validity or enforceability of any other provision of this Agreement.

**21. NO WAIVER:** DNSC's acceptance of services with knowledge of any default by RS or waiver by DNSC of any breach of any term of this Agreement shall not constitute

a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by DNSC of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

**22. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between DNSC and RS. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

**23. RECEIPT OF AGREEMENT:** The undersigned acknowledge and agree that they have read and understand this Agreement and will abide by its terms and conditions. The undersigned further acknowledge receipt of a copy of this Agreement.

RESIDENT ASSISTANTS:

\_\_\_\_\_  
RS Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
RS Signature

\_\_\_\_\_  
Date

DEL NORTE SENIOR CENTER AS THE MANAGEMENT AGENT FOR  
REDWOOD COVE SENIOR APARTMENTS:

\_\_\_\_\_  
DNSC/RC Management Signature

\_\_\_\_\_  
Date