



# REGIONAL PARK AND OPEN SPACE DISTRICT Policy and Procedure Manual



Policy 7.5

Employee Housing at District Facilities

## I. POLICY

Facilitate District employee access to in-park facilities for housing through agreement with the Riverside County Regional Park and Open-Space District (DISTRICT.)

## II. PURPOSE

To establish consistent guidelines for employees of the DISTRICT who are live-in residents (RESIDENTS) at DISTRICT facilities.

### A. Specifications:

1. “DISTRICT facilities” refers to residential structures within the DISTRICT-owned park areas.
2. DISTRICT is the sole owner of the residential structures within the park areas.
3. Park Employee Rental Agreement (AGREEMENT) is for the mutual benefit of the RESIDENT and the DISTRICT.
4. DISTRICT has sole authority to establish the responsibilities, compensations, and other benefits stated in the AGREEMENT.
5. DISTRICT will establish criteria to qualify appropriate residents, set rental fees, and establish responsibilities.

## III. PROCEDURE

### A. RESIDENT Qualifications:

1. RESIDENTS of DISTRICT facilities must be able to enter into a legal agreement. That is:
  - a. Be at least 18 years of age; and
  - b. Attest to understanding the requirements, responsibilities, and obligations of the AGREEMENT by signature.
2. RESIDENTS of DISTRICT facilities must submit to a background check and a financial credit check as outlined in Section III, B below.
3. RESIDENTS of DISTRICT facilities must have verifiable combined gross



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monthly income that is 2.5 times the monthly rent.

4. RESIDENTS' prior rental agreements must have been satisfactorily fulfilled.
  - a. RESIDENTS must have had no more than three (3) late payments or returned checks per year of residency;
  - b. RESIDENTS must not owe money to another property owner;
  - c. RESIDENTS' rental references must be favorable. (Reference information from family members or friends will not be considered.); and
  - d. Verification of current residency will be performed by DISTRICT. RESIDENTS must complete the authorization for residency verification document.
5. RESIDENTS' credit history should be free of judgments, bankruptcies, foreclosures, repossessions, write-offs or collections within the last twelve (12) months. Letter(s) of explanation may be required.
  - a. RESIDENTS' credit report shall indicate no delinquencies for six (6) months.
  - b. RESIDENTS must have no outstanding federal tax liens.
  - c. RESIDENTS without credit scores on their credit reports for lack of credit history will be assigned a credit score of 550.

**B. Residency Forms, Fees and Approvals:**

1. Applicant for residency must submit a completed Employee Housing Application and pay the applicable screening fees to the Contract and Grants unit located at DISTRICT headquarters;
2. The Contract and Grants unit submits the credit check request to the consumer reporting agency, Credit Bureau Associates, or similar vendor, and the background check request to the Department of Justice;
3. Upon receipt of the credit report and background report, the application packet is submitted to Chief of Business Operations or designee for review and approval; and



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4. Deposits on AGREEMENTS are based on a scale of relative credit score to deposit and are described on the following chart:

Chart A-1 Scale of Credit Score to Deposit Model

Credit Score	Deposit Amount
701- higher	Equal to monthly rent
601-700	Equal to 1.5 monthly rent
501-600	Equal to twice monthly rent

C. RESIDENTS' Disqualifications:

1. Falsification of any information on the Employee Housing Application;
2. Criminal histories that include felony or misdemeanor convictions within the last seven (7) years that represent threats to persons or property;
3. Failure to satisfy the income requirement;
4. Credit score at or below 500;
5. A bankruptcy in process; and
6. Eviction by a previous landlord for cause.

D. Use of residential facility :

1. The appropriate use of the residential facility shall be limited to housing residence as outlined in AGREEMENT;
2. Residents of DISTRICT facilities are limited to immediate family and subletting of any or all of DISTRICT facility is prohibited at any time;
3. At no time shall any part of the AGREEMENT be construed to permit business operations at the residential facility unless specifically allowed as a clause of the AGREEMENT; and
4. All rules and regulations applicable to the park where the residence is located apply to the RESIDENTS including but not limited to:
  - a. Animals will be considered on a case by case basis. The approval



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process shall include:

- i. A written document to be included in the AGREEMENT;
  - ii. It must be submitted to Chief of Business Operations or designee for review and approval;
  - iii. Additional deposit will be required; and
  - iv. A current copy of pet license and shot records.
- 
- b. Sanitation or public health and safety;
  - c. Conduct – RESIDENTS and guests shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to neighbors of RESIDENT and shall not violate, or permit the violation of, any city or County ordinance or State or federal law in or about the premises. RESIDENTS must submit a completed Code of Conduct Statement to the Contract and Grant unit;
  - d. Farm animals, beasts of burden (including riding horses), and poultry will conform to local ordinance as well as specific allowance within the AGREEMENT;
  - e. Firearms;
  - f. Open fires, fire pits;
  - g. Swimming pools (above ground or recessed), ponds; and
  - h. Sport equipment, e.g., trampolines, golfing apparatus, baseball cage/apparatus.
- 
- E. DISTRICT Residential Facility Maintenance and Use:
1. DISTRICT responsibilities:
    - a. Repair or replace all major household appliances and systems to include:
      - i. Refrigerator, stove, oven, and garbage disposal;
      - ii. Electrical wiring and water and sewer pipes;
      - iii. Heating and air conditioning systems and thermostats; and



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- iv. Light fixtures, switches, and outlets.
    - b. Clean, repair, and/or replace flooring and carpeting on an annual basis;
    - c. Inspect and repair house siding and roof on an annual basis;
    - d. Paint exterior and interior housing where appropriate on a five-year cycle; and
    - e. Replace roof on residential facility as needed.
  2. RESIDENTS' responsibilities:
    - a. Maintain the exterior grounds surrounding the residence using their own tools and equipment. (The amount of land that surrounds and is used by the resident as a yard, garden, etc., shall be cited specifically in the AGREEMENT.);
    - b. Maintain the interior of the residence in a clean, safe, and healthy manner free of debris and fire or health hazards;
    - c. Use the residential facility as outlined and specified within the AGREEMENT;
    - d. Maintain, repair, or replace as needed: light bulbs, microwave ovens, and personal appliances in order to provide a safe environment;
    - e. Report all systems and operational problems, breaches of AGREEMENT, or hazards observed in, around, or near the residential facility to the DISTRICT with a phone call to DISTRICT representative assigned to the park and followed up with written report within one (1) day of observation; and
    - f. Respond in writing to notifications, complaints, or issues brought to RESIDENT by DISTRICT management within five (5) working days
  3. Use of residential facility:

Number of occupants per residential facility may not exceed the designated number per floor plan as shown below. An infant must be at least 12 months old to be considered an occupant.



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## Residence Size

## Maximum Occupants

2 Bedroom

4

3 Bedroom

6

### F. Termination of Agreement:

1. DISTRICT has the right to terminate the AGREEMENT:
  - a. Without cause with 30-day or 60-day written notice delivered to the subject residential facility:
    - i. 30-Day Notice - DISTRICT must give RESIDENTS 30 days advance written notice if RESIDENTS have lived in the rental unit less than one year (Civil Code Section 1946.1(c)); and
    - ii. 60-Day Notice - DISTRICT must give RESIDENTS 60 days advance written notice if RESIDENTS have lived in the rental unit for a year or more (Civil Code Section 1946.1(b)).
  - b. Upon termination of employment with the DISTRICT; and
  - c. With cause with three-day written notice (eviction notice) per Code of Civil Procedure Section 1161) if RESIDENTS have done any of the following:
    - i. Failed to pay the rent or possessory interest taxes as outlined in the AGREEMENT;
    - ii. Violated any provision of the AGREEMENT;
    - iii. Materially damaged the rental property or failed to maintain residence and property as outlined in the policy and AGREEMENT;
    - iv. Any violation of law, regulation or local ordinance to include but not limited to noise, health, and safety issues;
    - v. Substantially interfered with other tenants or neighbors and



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/or failed to respond appropriately to complaints related to behavior or actions reported to DISTRICT management and set forth to the RESIDENT in writing;

- vi. Committed domestic violence or sexual assault against, or stalked another tenant or neighbor ;
  - vii. Used the premises for an unlawful purpose ;
  - viii. Engaged in drug dealing, unlawfully used, cultivated, imported, or manufactured illegal drugs;
  - ix. Unlawful conduct involving weapons or ammunition ;
  - x. Failure to comply with or fulfill employment requirements as outlined in the Reasonable Agreement as presented and agreed to in writing (See Section III.I below); and
  - xi. Any illegal act, on or off park property (see Section III.C.2 above), or violation of any DISTRICT or park rule or regulation.
- d. DISTRICT will follow eviction proceedings.
2. The RESIDENTS have the right to terminate the AGREEMENT upon both of the following:
- a. With 30 day written notice delivered to:  
General Manager  
Riverside County Regional Park and Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509
  - b. After demonstration and documentation of rents, fees, and taxes paid in full and up to date.

## G. Rents, Fees, Taxes and Compensation

- 1. DISTRICT Responsibilities/Duties – Rents, Fees, Taxes
  - a. If determined to be appropriate by DISTRICT, DISTRICT shall conduct an annual review of rent fees consistent with surrounding



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areas :

- i. RESIDENTS who occupy a residential facility are required to pay fair market value rent, utilities, and possessory interest tax;
  - ii. RESIDENTS who occupy a residential facility that does not have a dedicated utility meter(s) are required to pay the estimated amount(s) as outlined in the Utility Cost Calculation for Resident Furnished Utilities schedule (U.S. Department of Housing and Urban Development). It is recommended that the Contracts and Grants Unit update the utility cost calculation on an annual basis and notify the RESIDENTS of the revised utility charges.
  - b. Adjust rents and fees on an annual basis, as determined to be appropriate by DISTRICT, for each residential facility ;
  - c. Provide current RESIDENTS with written notice of the rent and utility fees a minimum of 30 days before the change; and
  - d. Respond to RESIDENTS' queries within 10 business days:
    - i. Supply written conclusion; and
    - ii. Be prepared to meet with RESIDENT to discuss findings, changes, and affects.
2. RESIDENTS' Financial Responsibilities/Duties – Rents, Fees, and Taxes
- a. RESIDENTS shall be responsible for payment in full:
    - i. Of all rents due for a month on or before the 10<sup>th</sup> calendar day of the month;
    - ii. Of all other fees and utilities within 30 calendar days of the date on the invoice provided by the DISTRICT;
    - iii. Of all possessory tax bills by the due date thereon (i.e., December 10<sup>th</sup> and April 10<sup>th</sup>)
      - 1) RESIDENTS shall be responsible for the timely delivery of tax payments to the appropriate agency (i.e., Riverside County Treasurer-Tax Collector);





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- ii. Provide information to the public;
      - iii. Answer telephone inquiries; and
      - iv. Perform campground management tasks such as:
        - 1) Camp checks
        - 2) Control of ground fires
        - 3) Maintain quiet hours and quiet camper disturbances
        - 4) Respond to emergency telephone calls for or to campers
        - 5) Provide vandalism control
        - 6) Park opening before and closing after scheduled hours
        - 7) Respond to after-hour arrivals at campground
        - 8) Patrol area as needed
    - b. Employee shall maintain a current record of time worked and duties performed under the Reasonable Agreement and have that record approved by the appropriate supervisor each pay period ; and
    - c. Employee must be available for emergency services.
  3. “An employee who resides on his employer’s premises on a permanent basis or for extended periods of time is not considered as working all the time he is on the premises” ( FLSA Title 29, Section 785.23).
  4. An employee who must work overtime to provide services or to meet an emergency will be compensated in accordance with the applicable provisions of County Ordinance 440 and applicable employer-employee Memorandum of Understanding (MOU).
    - a. Employee must request overtime approval from supervisor or management during or after the emergency situation; and
    - b. Approved overtime must be reported in the same pay period as worked.
  5. If DISTRICT and employee find that there is a great difference between the hours the employee agreed to work and the hours needed to do the



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job, a new Reasonable Agreement must be reached which reflects the actual hours the employee is required to work.

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**Original Issue Date: 1990**

**Office of Primary Responsibility: Business Operations**

**Editor: Quiñones, César, Administrative Services Manager**

**Reviewed by: Hune, Brande A, Chief of Business Operations**

**Approved by: Bangle, Scott A, General Manager**

**Date Approved: 3/29/2012**