



## ONSITE EMPLOYEE AGREEMENT

This agreement is entered into between Newton County Board of Commissioners (“Employer”) and Howard Carlile (“Employee”) for the position of Parks Service Technician – Factory Shoals Park/Cornish Creek at the Property commonly known as Factory Shoals Park located at 450 Newton Factory Bridge Road, Covington, Georgia 30014.

1. **Duties of Employee:** Employee’s duties are those identified in the Job Description attached hereto. The performance of duties by Employee for Employer under an employer-employee relationship between them is the major consideration for Employer’s agreement to allow Employee to occupy the Premises.
2. **On Call Agreement:** Because Employee lives on-site, Employee knows and understands that he is “on call” at all times unless he has obtained approved vacation or sick leave. Vacation time during the Park’s open season is not permissible and shall be taken during the off season unless otherwise approved by the Water Resources Director. While on call, Employee shall remain within 50 miles radius of Newton County. Employee is not required to remain on the premises while on call, is free to engage in personal activities while waiting to be engaged on call, and has up to 2 hours to complete whatever task he is performing prior to responding to a call. Once Employee is engaged to work while on call, said time will be compensable. Concurrent with the Employee’s duties referenced herein, the Employee has or will be issued a Newton County mobile phone in order to promote the efficient operation of County business; Employee acknowledges that all information transmitted by, received from, or stored in this device is the sole property of the County, and the employee should have no expectation of privacy related thereto.
3. **The value of the House:** Employee is allowed to live on site at Flat Shoals Park. The house is 3 bedrooms, 2 baths and approximately 2,800 square feet with a 2 car garage and 2 shops. This house is provided by Employer for Employee’s use and enjoyment as a condition of employment. This house is being provided to the Employee for the convenience of the Employer. Employee’s right to occupy the apartment shall not be considered as a tenancy for any period whatsoever and shall terminate upon the termination of Employee’s employment. The fair market value of the house currently is \$1,100.00 per month. The house is not part of the Employee’s compensation package.
4. **Termination:** This Agreement is to deemed “at will” and may be terminated by either the Employer or Employee at any time, with or without cause. Employee’s right to occupy the house shall not be considered as a tenancy for any period whatsoever and shall terminate

upon termination of Employee's employment, regardless of whether the termination was voluntary or involuntary.

5. **Occupants:** In addition to Employee, only the following named person(s) shall occupy the premises:

<u>Kerrie Carlile</u>	<u>05-10-1981</u>
<u>Kaylee Carlile</u>	<u>07-02-2002</u>
<u>Ethan Carlile</u>	<u>08-24-2006</u>

6. **Termination of Right to Occupancy:** Employee may no longer occupy and shall vacate the premises within three (3) days should any of these events occur: 1) the employer-employee relationship between the Employer and Employee ends; 2) Employee becomes unable to perform Employee's duties for Employer, regardless of the reason or duration of that inability; and 3) Employer, for any or no reason, notifies Employee that Employee may no longer remain on the premises. Employer, at its sole discretion, may choose to allow Employee to continue to occupy the premises while Employee is unable to perform Employee's duties for Employer. Within three (3) days after the effective date of termination of Employee's employment or upon Employer's notification that Employee is no longer allowed to occupy the premises, Employee and all other occupants of the house shall vacate the unit and return possession to Employer. Failure to comply will result in legal proceedings by Employer to obtain possession. Such proceedings could result in a judgment against Employee, which may include attorney's fees and court costs as allowed by law.
7. **Prohibitions:** No pets and no waterbeds shall be kept or allowed in or about the premises. No discharging of firearms. No use of illegal drugs. Employee shall not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others. Caretaker expressly agrees not to allow or permit controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances, on the Property.
8. **Repairs and Alterations to the Unit Occupied by Employee:** Except as provided by law, no repairs, decorating or alterations shall be done by Employee without Employer's prior written consent. Employee shall notify Employer, specifically the Water Resources Director, in writing of any repairs or alterations contemplated (i.e. painting interior rooms and identify color).
9. **Acceptance of Premises:** Employee voluntarily accepts the premises and voluntarily agrees to live in the residence provided by the Employer. Employee has inspected the premises and has found it to be satisfactory. All plumbing, heating, and electrical systems are operative and deemed satisfactory.
10. **Care, Cleaning, Maintenance, and Insurance:** Employee shall keep the premises and its grounds neat and clean. Employee agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Employee acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will

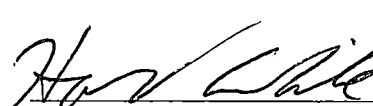

damage surfaces and fixtures. Costs for restoration of the unit may include, but are not limited to, cleaning, painting, deodorizing, etc. Upon move out, Employee agrees to return the unit to the same level of cleanliness it was at the inception of the Agreement. Employee agrees to perform regular maintenance at his own expense. Employer will perform semi-annual inspections to identify necessary maintenance required. Employer and its agents at all reasonable times may enter and inspect the premises to ensure that Employee is complying with this Agreement. Employee is responsible for immediately reporting any unsafe hazards or condition in and around the home to the Water Resources Director. Employer does not insure Employee's property. Employee is not co-insured and is expressly excluded from any insurance policy held by Employer that is now in effect or becomes effective during the term of this Agreement. Employee is responsible for obtaining a renter's insurance policy with \$250,000.00 of liability coverage.


11. **Utilities:** Employee shall pay for all utilities, services, and charges, made payable by or predicted upon occupancy of Employee, **except** Employer will provide water, trash, and wifi services. Employee shall maintain the lawn in a condition acceptable to Newton County ordinances.
12. **Subletting:** No portion of the premises shall be sublet. Any attempted subletting by Employee shall, at the election of the Employer, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. No boarders shall be allowed to stay in the house.
13. **Smoke Detection Device:** The premises are equipped with a functioning smoke detection device(s) and Employee shall be responsible for testing the device monthly and reporting any problems, maintenance, or need for repairs to Employer. Employee is responsible for changing the detector's batteries as necessary.
14. **Modification of Terms of Agreement:** If, during the term of the Agreement, the parties should mutually agree to modify, amend, or alter the provisions of this Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the parties. Any such changes validly made shall become part of this Agreement and subject to its terms.
15. **Severability: Provisions Subject to Applicable Law:** All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to limit to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.
16. **Regular Work Hours and Wages:** Employee's regular working hours are 7:00 A.M. to 5:00 P.M. on Wednesday to Sunday with two 15 minute breaks and one 30 minute break daily during the Park's "open season". Employee is required to the "open" and "close" the Park daily unless otherwise approved by the Water Resources Director. Employee is also

required to work on all holiday's during the Park's "open season" unless otherwise approved by the Water Resources Director. The Employee shall be paid at a rate of \$16.80 per hour, plus overtime as required by law, for time spent carrying out assigned duties.

17. **General Provisions:** The text herein shall constitute the entire Agreement between the parties. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

18. **Management:** The employee shall report to the County Manager or his/her Designee.

	<u>4-6-18</u>		<u>4-6-18</u>
Howard Carlile 61724 Employee	Date	James A. Brown Water Resources Director	Date

  
\_\_\_\_\_  
MARCELLO BARNES      DATE  
Chairman

**PREMIUM NOTICE  
STATE FARM INSURANCE COMPANIES  
AGENT ISSUED DECLARATIONS**

<b>POLICY NUMBER</b> 11-EY-B611-0	<b>BILLING PERIOD</b> FROM 04/04/2018 TO 04/04/2019	<b>AGENT CODE</b> 2038
--------------------------------------	--	---------------------------

**LOCATION**

450 NEWTON FACTORY BRIDGE RD  
COVINGTON, GA 30014-5769

**INSURED**

CARLILE, HOWARD L & KERRIE  
450 NEWTON FACTORY BRIDGE RD  
COVINGTON, GA 30014-5769

<b>PREMIUM</b>	\$	327.00
<b>AMOUNT PAID</b>	\$	0.00
<b>CREDIT AMOUNT</b>	\$	
<b>AMOUNT DUE</b>	\$	0.00
<b>DATE DUE</b>		05/08/2018

**MORTGAGEE & ADDL. INTERESTS**

**AGENT NAME & ADDRESS**

Taylor, Wally  
885 Honey Creek Rd SE  
CONYERS, GA 30094-2847  
(770)483-4134

This is the only notice you will receive. Please make check payable to **STATE FARM** and return it with this notice to the address shown below. Your canceled check is your receipt. Thanks for letting us serve you.

**STATE FARM INSURANCE COMPANIES  
PO Box 588002  
North Metro, GA 30029-8002**

**DECLARATIONS**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Coverage afforded by this policy is provided by:

State Farm Fire and Casualty Company  
11350 Johns Creek Parkway  
Duluth, GA 30098-0001

A Stock Company with Home Offices in Bloomington, Illinois.

11-EY-B611-0		<b>Policy Number</b>	
<b>Named Insured and Mailing Address</b> CARLILE, HOWARD L & KERRIE 450 NEWTON FACTORY BRIDGE RD COVINGTON, GA 30014-5769			
The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises. 04/04/2018		<b>Effective Date</b> 12 months - Policy Period	
04/04/2019		<b>Expiration of Policy Period</b>	
<b>Limit of Liability - Section 1</b> \$30,000 Personal Property (Coverage B)		<b>Automatic Renewal</b> - If the Policy Period is shown as <b>12 months</b> , this policy will be renewed automatically subject to the premiums, rules and forms in effect each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.	
<b>Limit of Liability - Section 2</b> \$300,000 Personal Liability (Coverage L) each occurrence \$1,000 Medical Payments (Coverage M) each occurrence		<b>Deductibles - Section 1</b> \$1,000 ALL LOSSES In case of loss under this policy, the deductible will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to your policy.	
<b>Policy Type</b> Renters Policy		<b>Policy Premium</b> \$327.00	
<b>Location of Premises</b> 450 NEWTON FACTORY BRIDGE RD COVINGTON, GA 30014-5769			
<b>Forms, Options, &amp; Endorsements</b> Back-Up Dwell/Listed Property FP 7954 Renters Policy		Fungus (Including Mold) Limited Coverage	
<b>Mortgagee &amp; Addl. Interests</b>		<b>Agent Name &amp; Address</b> Taylor, Wally 885 Honey Creek Rd SE CONYERS, GA 30094-2847 (770)483-4134	