BELLM COMMUNITY HOUSING AUTHORITY

AT WILL TEMPORARY ON-CALL BELL MOBILE HOME PARK AFTERHOURS
AND WEEKEND RELIEF RESIDENT REPRESENTATIVE
EMPLOYMENT AGREEMENT

This AT-WILL TEMPORARY ON-CALL BELL MOBILE HOME PARK AFTERHOURS
AND WEEKEND RELIEF RESIDENT REPRESENTATIVE EMPLOYMENT AGREEMENT
("Agreement") is made and entered into this 27th day of October, 2015 by and between the BELLM COMMUNITY HOUSING AUTHORITY, a public body, corporate and politic herein ("Housing Authority") and ANIBAL HERNANDEZ ("Employee"). The Housing Authority and Employee may be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the position of Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative is currently vacant and the Housing Authority is currently conducting an open recruitment to permanently fill this vacant position;

WHEREAS, the Housing Authority is in need of a temporary Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative until a permanent Caretaker can be retained;

WHEREAS, the Housing Authority desires to hire Employee as an at-will, part-time, temporary employee for the position of temporary Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative;

WHEREAS, as an at-will employee, Employee’s employment may be terminated at any time, for any reason, and with or without cause or notice, by either the Housing Authority or Employee;

WHEREAS, the position of temporary Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative is a part-time position and therefore, shall not be part of the Housing Authority's Civil Service system, and has no property rights in his employment;

WHEREAS, the temporary Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative shall be funded on a limited time period basis; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee’s services to the Housing Authority, as described in this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, the Parties hereto mutually agree as follows:
AGREEMENT

Section 1: NATURE OF EMPLOYMENT

1.1 At-will Employment. Employee acknowledges that he is an at-will employee of the Housing Authority who shall serve at the pleasure of the Housing Authority at all times during the period of employment, for the sole purposes of serving as a temporary Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative until a Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative (acting, interim or otherwise) can be appointed. Nothing in this Agreement is intend to, or does confer upon Employee any right to any property interest in continued employment, or any due process property right to a hearing before or after a decision by the Housing Authority to terminate his employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the Housing Authority to terminate the services of Employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the Housing Authority.

1.2 Employment Commencement Date; No Definite Term. Employee’s temporary employment with the Housing Authority shall commence on October 27, 2015, and shall terminate when a new Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative has been appointed, or at the determination of either the Housing Authority or Employee. Employee is guaranteed no set term of employment with the Housing Authority.

Section 2: DUTIES, RESPONSIBILITIES, AND WORK HOURS

2.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Employee shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Employee warrants that he has the experience and ability to perform all work and services required hereunder and that he shall diligently perform such work and services in a professional and satisfactory manner.

2.2 Hours of Work. Employee shall be available on an on-call basis during the times shown in Exhibit “A”. Employee shall only be paid for hours actually worked, and shall submit a record of all hours worked to the Housing Authority Representative at the end of each week.

2.3 900 Hours Limitation. Employee shall work no more than 900 hours in any fiscal year. In the event Employee reaches 900 hours during the fiscal year, Employee’s employment shall terminate immediately.

2.4 Term and Termination. This Agreement shall be in effect from its effective date until another Bell Mobile Home Park Afterhours and Weekend Relief Resident Representative (acting, interim, or otherwise) is appointed by the Housing Authority. EMPLOYEE ACKNOWLEDGES AND AGREES HE IS TEMPORARILY SERVING AS AN “ACTING” BELL MOBILE HOME PARK AFTERHOURS AND WEEKEND RELIEF RESIDENT REPRESENTATIVE UNTIL A SUBSEQUENT BELL MOBILE HOME PARK AFTERHOURS AND WEEKEND RELIEF RESIDENT REPRESENTATIVE IS RETAINED, AND HIS APPOINTMENT OR RETENTION OF SERVICES MAY BE UNILATERALLY TERMINATED BY THE HOUSING AUTHORITY, WITH OR WITHOUT CAUSE OR NOTICE, AT ANY TIME. Employee shall not be entitled to severance pay as a result of such termination.
2.5 **Resignation.** If Employee elects to resign at any time during the term of this Agreement, the Housing Authority requests that he provide the Housing Authority fourteen (14) days’ advance written notice, to the extent practicable.

2.6 **Indemnification.** For the purpose of indemnification and defense of legal actions, Employee shall be considered an employee of the Housing Authority and entitled to the same rights and subject to the same obligations as are provided for all other employees of the Housing Authority as set forth in Sections 825 through 825.6 and Sections 995 throughout 996.6 of the California Government Code. Employee shall indemnify and hold the Housing Authority harmless from all liability for loss, damage or injury to person or property resulting from the gross negligence or willful misconduct of Employee.

The Housing Authority will not indemnify Employee for the defense of an action or proceeding in the following circumstances, unless it determines the defense would be in the best interests of the Housing Authority and that Employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the Housing Authority:

1. The Housing Authority will not indemnify Employee for the defense of an action or proceeding brought by the Housing Authority to remove, suspend or otherwise penalize Employee, or an appeal to a court from an administrative proceeding by the Housing Authority to remove, suspend, or otherwise penalize Employee.

2. The Housing Authority will not indemnify Employee for the defense of an administrative proceeding brought against Employee, including but not limited to instances where the proceeding is brought on account of an act or omission in the scope of Employee’s employment as an employee of the Housing Authority, unless the Bell Community Housing Authority Commission determines the defense would be in the best interests of the Housing Authority.

3. The Housing Authority will not indemnify Employee for the defense of an action or proceeding brought by the Housing Authority against Employee as an individual, and not in his official capacity, or an appeal therefrom.

**Section 3: COMPENSATION AND BENEFITS**

3.1 **Compensation.** Employee shall be paid an hourly rate of $10.00 for all work or services performed under this Agreement, up to eighteen (18) hours per week, and shall be paid overtime wages at one-and-one-half times his/her regularly hourly rate for all work or service performed in excess of forty (40) hours per week, which wages shall be paid every two weeks based on the Housing Authority’s normal payroll dates. The Housing Authority withholds Social Security (FICA), worker’s compensation, and other withholdings required by State and Federal law. EMPLOYEE shall not be entitled to any other compensation, including paid time off, vacation or sick leave, other than as required by federal and state law.

3.2 **Employee Benefits.** The Housing Authority will not provide Employee with life, health, dental or vision insurance benefits except as otherwise required by federal and state law.
3.3 Paid Sick Leave. The Housing Authority will comply with the requirements of California’s Healthy Families, Healthy Workplace Law of 2015, and will provide Employee with twenty-four (24) hours of paid sick leave each year, in accordance with the terms delineated in City policy. Paid sick leave accrual is capped at forty-eight (48) hours. Any unused accrued paid sick leave shall have no value upon termination. Employee is eligible to use this paid sick leave after satisfying a ninety (90) day employment period and provided Employee works for the City for at least thirty (30) days.

Section 4: MISCELLANEOUS

4.1 No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that Party’s right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

4.2 Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Los Angeles County, California.

4.3 Further Assurances. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

4.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Housing Authority, to the Executive Director and to the attention of Community Development Director, at Bell Community Housing Authority, 6330 Pine Avenue, Bell, CA 90201 and in the case of Employee, at the address designated on the execution page of this Agreement.

4.5 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

4.6 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

4.7 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
4.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

4.9 **Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

HOUSING AUTHORITY:

BELLS COMMUNITY HOUSING AUTHORITY, a public body, corporate and politic

______________________________
Jerry Gromes, Interim-Executive Director

ATTEST:

______________________________
Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

______________________________
David Aleshire, General Counsel

EMPLOYEE:

______________________________
By: Anibal Hernandez
Name: Anibal Hernandez
Address: 4874 E Gage Avenue, Space #143
Bell, CA 90201
323-791-6777

[END OF SIGNATURES]
EXHIBIT “A”
SCOPE OF SERVICES

BELL MOBILE HOME PARK AFTERHOURS
AND WEEKEND RELIEF RESIDENT REPRESENTATIVE

All of the services described in this section shall be provided as follows by the after hours and weekend relief resident representative at Bell Mobile Home Park (“Park”):

I. Description of Services

- Employee shall respond to and resolve resident complaints

- Employee shall respond to and resolve resident emergencies at the Bell Mobile Home Park.

- Employee shall enforce the Bell Mobile Home Park Rules and Regulations on behalf of the owner, when the Housing Authority representative or designee is not available.

- Employee shall walk the Park grounds in a specified route that addresses points of concern as outlined in Exhibit “1” of the Agreement as attached hereto.

- Immediately following the end of each after-hours work period, Employee shall brief the Housing Authority Representative or their designee both verbally and in writing, to the satisfaction of the Housing Authority, of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose after hours.

II. Familiarity with Park Rules and Regulations and State Law

- Employee shall be familiar with the Rules and Regulations for Bell Mobile Home Park and shall have the legal right and authority to enforce the Rules and Regulations on behalf of the owner, when the Housing Authority representative or designee is not available.

- Employee shall be familiar with the California Mobile Home Residency Law, C. Code § 798 et seq., and shall at all times comply with the requirements of the California Mobile Home Residency law.

- Employee shall check and remove trash from bathroom facilities each evening to ensure that the facilities are not being used as living quarters.

- Employee shall remove trash, open and close all common areas, including Laundry Facilities and the Recreation Center, every day, when on duty.
• Employee shall make coffee (2 pots) every morning for Park residents.

III. **Hours of Availability**

• Employee shall be on-call and available for Park residents for any Park-related issues or emergencies during the following work periods:

  Monday – 5:00 p.m. through Tuesday - 8:30 a.m.
  Tuesday – 5:00 p.m. through Wednesday - 8:30 a.m.
  Wednesday – 5:00 p.m. through Thursday - 8:30 a.m.
  Thursday – 5:00 p.m. through Friday - 8:30 a.m.
  Friday – 5:00 p.m. through Monday 8:30 a.m. (weekend)

IV. **Reporting Requirements**

• Immediately following the end of each after hours work period, Employee shall brief the Housing Authority Representative or their designee both verbally and in writing, to the satisfaction of the Housing Authority, of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose after hours. Employee shall use the Housing Authority’s Incident Report Form to report each concern.

• Immediately following the end of each weekend hours work period, Employee shall brief the Housing Authority Representative or their designee both verbally and in writing, to the satisfaction of the Housing Authority, of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose during the weekend hours. Employee shall use the Housing Authority’s Incident Report Form to report each concern.

• Employee shall walk the Park grounds in a specified route that addresses points of concern as outlined in Exhibit “1” of the Agreement as attached hereto. Employee shall be provided with a route verification scanning device to verify such points of concern have been visited twice per day during the following hours:

  **After Hours**: Monday through Thursday: first walk thru at 7:00 a.m. – 9:00 a.m. and second walk thru at 8:00 p.m. – 9:00 p.m.

  **Weekend Hours**: Friday through Sunday: first walk thru at 7:00 a.m. – 9:00 a.m. and second walk thru at 8:00 p.m. – 9:00 p.m.
V. Other Services

- **Shower and Bathroom Facility:** Employee shall check and remove trash from bathroom facilities each evening to ensure that the facilities are not being used as living quarters.

- **Laundry facilities/Recreation Center:** Employee shall remove trash, open and close all common areas, including Laundry Facilities and the Recreation Center, every day, when on duty.

Laundry Facilities are open daily from 7 a.m. to 9 p.m. The Recreation Center is open daily from 7 a.m. to 2 p.m.

Employee shall make coffee (2 pots) every morning for Park residents.