

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 1, 2016

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: Resolution adopting a new standard resident caretaker lease agreement and authorizing the County Administrator or designee to execute the standard resident caretaker lease agreement on behalf of the Board of County Commissioners; authorizing the County Administrator or designee to enter into certain amendments to the standard resident caretaker lease agreement; providing for severability; and providing for an effective date.

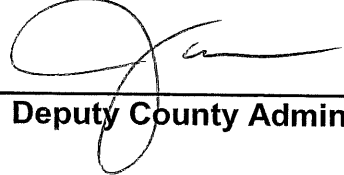
Summary: Palm Beach County owns 13 park sites throughout the County's park system that have facilities for employees who reside on the premises as a condition of their employment. These residents maintain and repair the property on which they reside, provide emergency service as required and are on call 24 hours per day to provide on-site supervision of the Park and report any vandalism, rowdiness, illegal activities, or other suspicious conduct at the Park to law enforcement personnel. Residents do not pay rent, but will pay for utilities and maintain the residences in good and sanitary condition during the term of the lease agreement. In order to expedite the agenda process, staff is recommending that the Board of County Commissioners (BCC) adopt a resolution which delegates authority to the County Administrator or designee to execute Lease Agreements on behalf of the Board; and modify or amend Lease Agreements that will not materially change the terms or conditions of the Agreement. Countywide (AH)

Background and Justification: The Parks and Recreation Department has residences at various parks wherein Department employees reside within the park at no charge in exchange for providing various services to the Department that are over and above their normal day-to-day responsibilities. Examples of these duties may include but are not limited to opening and closing the park in accordance with an approved schedule, performing emergency repair work to facilities and reporting any suspected illegal activities within the park to law enforcement for immediate response. The delegation of authority will authorize the County Administrator or designee to execute lease agreements and amend them if the terms and conditions do not materially change.

Attachment: Resolution

Recommended by: 
Department Director

10-3-16
Date

Approved by: 
Deputy County Administrator

10-27-16
Date

II. FISCAL IMPACT ANALYSIS

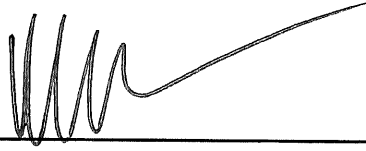
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>* -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund Department Unit
 Object Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact associated with this item.



C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Jim Pave 10/14/16
 OFMB 2/10/13 12/13/16

Dr. S. Jansbrant 10/21/16
 Contract Development and Control
 10/21/16 (TJ)

B. Legal Sufficiency:

Anne Delgado 10/24/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

RESOLUTION 2016-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A STANDARD FORM RESIDENT CARETAKER LEASE AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE STANDARD RESIDENT CARETAKER LEASE AGREEMENT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO ENTER INTO CERTAIN AMENDMENTS TO THE STANDARD RESIDENT CARETAKER LEASE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, ("County") owns various park sites throughout the County that have facilities for County employees to reside in, as a condition of their employment; and

WHEREAS, these employees maintain and repair the property on which they reside and are on call 24 hours per day to provide on-site supervision of the park and report any vandalism, rowdiness, illegal activities, or other suspicious conduct at the park to law enforcement personnel; and

WHEREAS, the delegation to the County Administrator or designee the authority to execute standard resident caretaker lease agreements will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and would therefore be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

WHEREAS, the execution of the standard resident caretaker lease agreement and amendments do not constitute policy-making decisions and are ministerial functions which the Board of County Commissioners wishes to delegate; and

WHEREAS, the Board of County Commissioners desires to authorize the County Administrator or designee to execute a new standard resident caretaker lease agreement and amendments on behalf of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein.
2. **Standard Resident Caretaker Lease Agreement**. The Board of County Commissioners hereby: (i) adopts a new standard resident caretaker lease agreement ("Lease Agreement") in the form attached hereto and incorporated herein as Attachment "A", and (ii) authorizes the County Administrator or designee to execute the Lease Agreement on behalf of the Board of County Commissioners.
3. **Delegation of Signature Authority**. The County Administrator or designee is hereby authorized to execute, on behalf of the Board of County Commissioners, Lease Agreements, and amendments to the Lease Agreement which do not change the terms or conditions of the Lease Agreement. It is the intention of the Board of County Commissioners that this delegation of signature authority is limited to the parameters set forth herein. In the event there is a material deviation from the approved standard terms and conditions of the Lease Agreement, which would

constitute discretion of the County Administrator or designee relative thereto, then approval of the Board of County Commissioners shall be required. The County Administrator's designee for purposes of this Resolution shall include the Director and the Assistant Director of the Parks and Recreation Department.

4. **Severability.** If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

5. **Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

District 1: Hal R. Valeche
District 2: Paulette Burdick
District 3: Shelley Vana
District 4: Steven L. Abrams
District 5: Mary Lou Berger
District 6: Melissa McKinlay
District 7: Priscilla A. Taylor

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____, 2016.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: _____
Deputy Clerk

Attachment "A"

STANDARD RESIDENT CARETAKER

LEASE AGREEMENT

BETWEEN

PALM BEACH COUNTY AND _____

THIS LEASE AGREEMENT made and entered into this _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR, and _____, a married/single man/woman, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, LESSOR owns various park sites throughout the County that have facilities for live-in employees to provide additional duties and on-site supervision; and

WHEREAS, those employees who reside in said facilities do so as a condition of their employment with the LESSOR; and

WHEREAS, LESSOR desires that LESSEE, a full time County employee, provide said additional duties and on-site supervision in consideration of this Lease.

NOW THEREFORE, in consideration of the covenants and representations set forth herein, LESSOR and LESSEE agree as follows:

1. The LESSOR hereby leases to LESSEE and LESSEE accepts the following described premises, as more particularly depicted in Exhibit "A", (the "Premises") to have and hold under the conditions set forth herein:

**Residential Structure located in XYZ Park;
FULL ADDRESS**

2. LESSEE shall provide, within the limits of his/her capability, security and supervision at XYZ Park (the "Park Facility").
3. LESSOR covenants and agrees that provided LESSEE performs the covenants herein contained, LESSEE shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
4. The Premises shall be used and occupied by LESSEE exclusively as a private single-family residence, and no part hereof shall be used at any time during the term of this Lease by LESSEE for the purposes of carrying on any business, profession or trade of any kind, or for any purpose other than as a private single-family residence. LESSEE shall comply with all laws, ordinances, rules and orders including, without limitation, applicable building, housing and health codes, of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises, and the sidewalks connected thereto, during the term of this Lease.
5. The Premises shall be occupied by only _____, *his/her include family here if applicable (i.e. wife and two (2) children)*. The LESSOR shall have final approval as to who can reside with LESSEE. Any changes in occupancy must be approved by the LESSOR.
6. LESSEE stipulates that he/she has examined the Premises, including the grounds, all buildings, and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition.

Attachment "A"

7. Without the prior written consent of LESSOR, which shall be determined in the LESSOR's sole discretion, LESSEE shall not assign this Lease or sublet or grant any license to use the Premises or any part hereof. A consent by LESSOR to an assignment, subletting, or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of LESSOR, or an assignment or subletting by operational law, shall be void and shall, at LESSOR's option, terminate this Lease.
8. LESSEE shall make no alterations to the buildings on the Premises or construct any buildings or make other improvements on the Premises without the prior written consent of the Director of the Parks and Recreation Department or designee, which shall be approved or denied in the LESSOR's sole discretion. All alterations, changes, and improvements built, constructed, or placed on the Premises by LESSEE, with the exception of fixtures removable without damage to the Premises and movable personal property shall, unless otherwise provided by written agreement between LESSOR and LESSEE, be the property of LESSOR and shall remain on the Premises at the expiration or sooner termination of this Lease.
9. If the Premises, or any part thereof, shall be damaged by fire or other casualty not due to LESSEE's negligence or willful act or that of his/her employee, family agent, or visitor, the Premises shall be promptly repaired by LESSOR. In the event of damage by fire or other casualty that renders the Premises not habitable, LESSOR may terminate this Lease without any further obligation on the LESSOR'S part.
10. LESSEE shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect LESSOR's fee interest in the Premises. LESSEE shall not use, maintain, store, or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents on the Premises or any adjacent land in any manner not permitted by law. All refuse is to be removed from the Premises at LESSEE's sole cost and expense. LESSEE shall not keep on the Premises any item of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased Premises or that might be considered hazardous by any responsible insurance company.
11. LESSEE shall be responsible for paying all utilities services required on the Premises, and paying prorated fees on a monthly basis for utilities provided by LESSOR.
12. LESSEE will, at his/her sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. In particular, LESSEE shall, where applicable, keep the fixtures in the house or on or about the Premises in good order and repair; keep the walls free from dirt and debris; and shall make all required repairs to the plumbing, range, heating apparatus, and electrical and gas fixtures whenever damage thereto shall have resulted from LESSEE's misuse, waste, or neglect, or that of his/her family, agent, or visitor; and shall provide for the extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs, and shall place all trash in park approved trash containers. LESSEE agrees that no signs shall be placed or painting done on or about the Premises by LESSEE or at his/her direction without the prior written consent of the Director of the Parks and Recreation Department or designee, which shall be determined by the sole discretion of the Director of the Parks and Recreation Department or designee. LESSEE shall not dry clothes outside, allow storage,

Attachment "A"

commercial or otherwise, of abandoned, unused vehicles, items of personal property, junk, debris or trash or do or allow to continue any situation inconsistent with a peaceful, orderly County park setting.

13. LESSEE may keep no animals on the Premises without the written consent of the Director of the Parks and Recreation Department or designee.
14. LESSOR and his/her agent shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereof.
15. At the expiration of the term of this Lease, LESSEE shall surrender the Premises in as good a state and condition as it was at the commencement of this Lease, reasonable use and wear thereof and damages by elements excepted.
16. By virtue of establishing domicile, the LESSEE shall provide general supervision and security of the Park Facility and grounds both during his/her normal hours of employment by the LESSOR and during his/her off duty hours where he/she is present in the Premise or in the Park Facility, and shall immediately report any vandalism, rowdiness, illegal activities, or other suspicious conduct on the Park Facility or Premises to law enforcement personnel and initiate any paperwork needed for recording purposes.
17. LESSEE shall provide within the limits of his/her capability, certain duties and responsibilities above and beyond the normal job requirements of his/her position as more particularly described in Exhibit "B", which is attached hereto and incorporated herein by reference.
18. **Term of Lease Agreement:** This Lease Agreement shall commence when the last of the parties hereto executes same and shall remain in full force and effect on a month to month basis until terminated as provided in this section. This Lease shall terminate upon the occurrence of any of the following:
 - a) The LESSEE by way of promotion, demotion, or transfer, for any reason whatsoever, is assigned to other County duties not requiring a twenty-four (24) hour residence at said Park Facility.
 - b) The LESSEE voluntarily resigns from his/her position from Palm Beach County or is terminated or laid off from his/her position with Palm Beach County, regardless of the reasons underlying or the nature of such termination, resignation, or layoff.
 - c) LESSEE voluntarily abandons the Premises.
 - d) LESSEE fails to maintain the Premises in a healthy clean, and orderly, sanitary condition.
 - e) LESSEE breaches any other condition of this Lease Agreement.
 - f) Upon thirty (30) days prior written notice to LESSEE by the Director of the Parks and Recreation Department or designee. Upon the expiration of the thirty (30) day period, this Lease shall be terminated without any further obligation of the LESSOR whatsoever.
 - g) Upon thirty (30) days written notice by the LESSEE of his/her intention to terminate this Lease Agreement.
19. In the event LESSEE holds over after this Lease has been terminated in any manner, the LESSOR shall be entitled to collect from LESSEE double the fair market rental value of the Premises during

Attachment "A"

the holdover period. All other terms and conditions during any holdover period shall be the same as herein provided.

20. BY SIGNING THIS LEASE AGREEMENT, THE LESSOR AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE PREMISES DUE TO THE DEATH OF THE LESSEE, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.
21. LESSEE hereby releases LESSOR, from any and all liability, whether in contract or tort (including strict liability, negligence, and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by LESSEE, its family members, guests, or invitees during the term of this Lease, including, but not limited to, loss, damage, or injury to the improvements or personal property of LESSEE, LESSEE's family members, guests, or invitees that might be located or stored on the Premises.
22. **Insurance Requirements:** LESSEE shall, at his/her sole expense, maintain in full force and effect at all times during the life of this Lease Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as LESSOR's review and acceptance of insurance maintained by LESSEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LESSEE under this Lease Agreement. It shall be the responsibility of the LESSEE to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the LESSEE shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

- a) **Renters Personal Liability.** LESSEE shall maintain Renters Personal Liability at a limit of liability not less than \$300,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by LESSOR's Risk Management Department. LESSEE shall provide this coverage on a primary basis.
- b) **Waiver of Subrogation.** LESSEE hereby waives any and all rights of Subrogation against the LESSOR, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LESSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should LESSEE enter into such an agreement on a pre-loss basis.
- c) **Certificate(s) of Insurance.** Prior to execution of this Lease by the LESSOR, LESSEE shall

Attachment "A"

deliver to the LESSOR via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the LESSEE shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum ten (10) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

- d) **Additional Insured.** LESSEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured or its equivalent – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis
- e) **Right to Review.** LESSOR, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Lease. LESSOR reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

23. LESSEE shall, to extent permitted by law, indemnify, defend, and save harmless LESSOR from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of or relating to this Lease or LESSEE's occupancy of the Premises for any personal injury, loss of life, and/or damage to property sustained in or about the Premises including, without limitation, by reason or as a result of the use and occupancy of the Premises by LESSEE, its family members, guests, or invitees and from and against all costs, attorney fees, expenses, and liabilities incurred in and about the defense of any such claim. In the event LESSOR shall be made a party to any litigation commenced against LESSEE or by LESSEE against any third party, LESSEE shall protect and hold LESSOR harmless and pay all costs and attorney fees incurred by LESSOR in connection with such litigation, and any appeals thereof.

24. LESSEE specifically authorizes LESSOR to deduct from LESSEE's paycheck any outstanding bills or charges pertaining to upkeep and repair of the Premises that are LESSEE's responsibility under this Lease Agreement.

25. In discharging the duties set forth in Exhibit "B" of this Lease Agreement, LESSEE shall be covered by workers' compensation, to the same extent as any other employee while acting within the scope of employment with LESSOR.

26. The interest of LESSOR in the Premises shall not be subject to liens for work performed by or on behalf of LESSEE. LESSEE shall notify every contractor performing work upon the Premises of the provision set forth in the preceding sentence. In the event that a construction lien is filed against the Premises in connection with any work performed by or on behalf of LESSEE, LESSEE shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event LESSEE fails to satisfy or transfer such claim within said ten (10) day period, LESSOR may

Attachment "A"

do so and thereafter charge LESSEE, and LESSEE shall promptly pay LESSOR in connection with the satisfaction or transfer of such claim, including attorneys' fees. Further, LESSEE shall indemnify, defend, and save LESSOR harmless from and against any damage or loss incurred by LESSOR as a result of any such construction lien.

27. The waiver by LESSOR of any default of any term, condition, or covenant herein contained shall not be a waiver of any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by LESSOR to or of any act by LESSEE requiring LESSOR's consent or approval shall not be deemed to waive or render unnecessary LESSOR's consent to or approval of any subsequent similar act by LESSEE.

28. Any consents, approvals, and permissions by LESSOR shall be effective and valid only if in writing and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

a) If to the LESSOR at:

Palm Beach County
Parks and Recreation Department
Attn: _____
2700 6th Avenue South
Lake Worth, FL 33461

b) If to the LESSEE at:

Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice.

29. If any term of this Lease or the application thereof to any person or circumstances, shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Lease Agreement shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

31. Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the LESSEE, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Attachment "A"

32. No provision of this Lease Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease Agreement, including but not limited to any citizen or employee of the LESSEE or LESSOR.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
, Mayor

WITNESSES:

LESSEE:

By: _____

By: _____
, LESSEE

By: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney

By: _____
, Director
Parks & Recreation Department

Attachment "A"

EXHIBIT "A"

DESCRIPTION OF "PREMISES"

Attachment "A"

EXHIBIT "B"

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

RESIDENT CARETAKER

LESSEE DUTIES AND RESPONSIBILITIES

EXAMPLE BELOW

- a) Open and close XYZ Park and the Premises in accordance with approved hours of operation, as necessary.*
- b) Performance of emergency repair work to, or cleaning of facilities if such work is within the capabilities of the LESSEE.*
- c) Assist public safety personnel, park patrons, campers, and boaters during off duty hours when present in the Premises or in the Park Facility*
- d) 24 hour call, 7 days a week, to address any issues that occur within XYZ Park.*