

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 18, 2018

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 receive and file: executed Resident Caretaker Lease Agreement with Earl E. Campbell, a full time County employee at Canal Point Park, executed on July 10, 2018.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item. This Resident Caretaker Lease Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the Director of the Parks and Recreation Department in accordance with Resolution 2016-1606. District 6 (AH)

Background and Justification: A resolution providing authority to execute Resident Caretaker Lease Agreements (Resolution 2016-1606) with Department employees that reside at residences 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 was adopted by the Board to streamline the process. The Board granted the Director/Assistant Director of the Parks and Recreation Department authority to execute lease agreements and amend them if the terms and conditions do not materially change.

The Agreement attached has been executed on behalf of the Board by the Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and is now being submitted to the Board to receive and file.

Attachment: Resident Caretaker Lease Agreement

Recommended by: 
Department Director

8-16-18
Date

Approved by: 
Assistant County Administrator

8/28/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
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 _____
 Does this item include the use of federal funds? 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: *Michelle* 8/16/18

III. REVIEW COMMENTS

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

Patricia 8/23/18
 OFMB *8/23/18* *8/23/18*

A. J. Jarboe 8/27/18
 Contract Development and Control

B. Legal Sufficiency:

Anne Adelant 8/28/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

**STANDARD RESIDENT CARETAKER
LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY AND [Earl E. Campbell]**

THIS LEASE AGREEMENT made and entered into this 10th day of July, 2018, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR, and [Earl E. Campbell], hereinafter referred to as LESSEE.

WITNESSETH:

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 [Canal Point Park];
[12860 U.S. Highway 441]
[Canal Point, FL 33438]

2. LESSEE shall provide, within the limits of [his] capability, security and supervision at [Canal Point 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 [Earl E Campbell]. 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] 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.

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] 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] 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] 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] 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, 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] 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] normal hours of employment by the LESSOR and during [his] off duty hours where [he] 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] capability, certain duties and responsibilities above and beyond the normal job requirements of [his] 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] position from Palm Beach County or is terminated or laid off from [his] 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] 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 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] 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 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 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. 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) **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 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: [Eric Call, Director of Parks and Recreation]
2700 6th Avenue South
Lake Worth, FL 33461

b) If to the LESSEE at:

[Earl E. Campbell]
[324 East Canal Street South #2]
[Belle Glade, FL 33430]

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.

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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: *Eric Lee*
Director / Assistant Director
Palm Beach County Parks and Recreation Department

WITNESS

By: *Fredrick Weigel* 6/28/18
Signature Date
Fredrick Weigel
Print

LESSEE - Earl E. Campbell

By: *Earl Campbell* 06/28/18
Signature Date
EARL CAMPBELL
Print
MTWII
Title

**APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

County Attorney

By: *Anne Delgant* 7/9/18
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

By: *Eric Costa* 7/10/18
Signature Date

EXHIBIT "A"

Canal Point Park Caretaker's Residence
One Bedroom, One Bath house, with a front screened porch

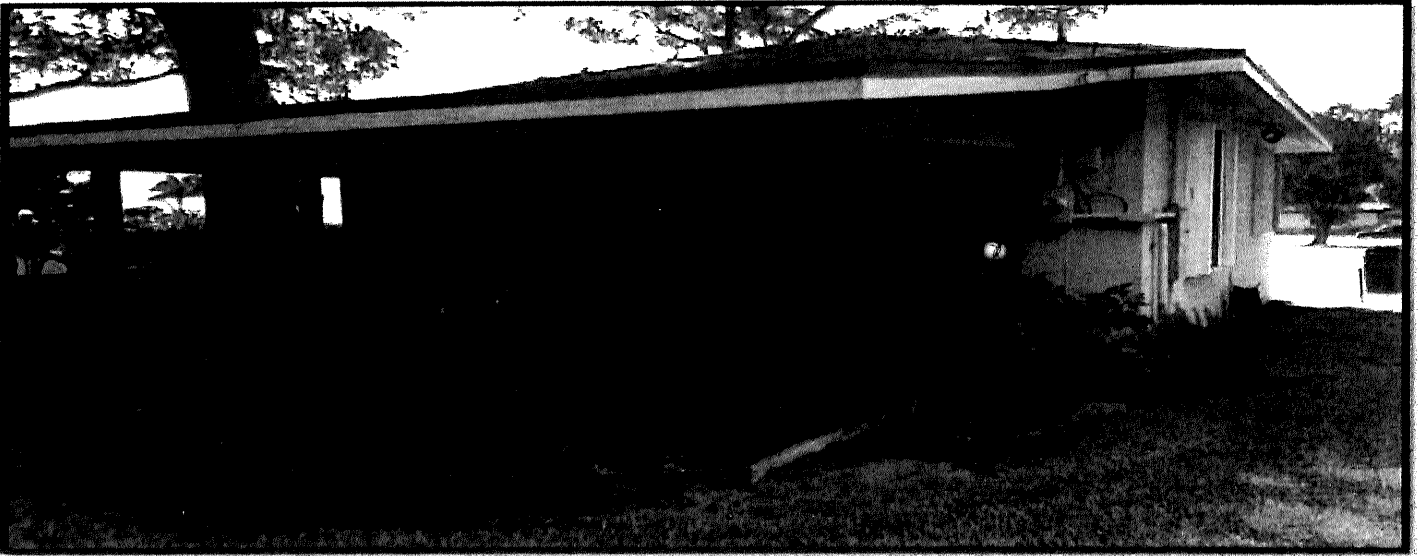


EXHIBIT "B"

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

RESIDENT CARETAKER

LESSEE DUTIES AND RESPONSIBILITIES

- a) Open and close Canal Point 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) Provide, within the limits the capabilities of the LESSEE, security and supervision at South Bay RV Park.
- d) Provide general supervision and security of the Park Facility and Premises both during his normal hours of employment by the LESSOR and during LESSEE's off duty hours where he is present on the Premises or in the Park Facility, and 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.
- e) Assist public safety personnel, facility users and park patrons during off duty hours when present in the Premises or in the Park Facility.
- f) Monitor Canal Point Community Center for rule violations by facility renters.
- g) 24 hour call, 7 days a week, to address any issues that occur within Canal Point Park.
- h) Ensure that the dwelling and all areas within 75 feet of it are kept well-maintained and clean by LESSEE, including washing the exterior of the residence at least once a year or more, as needed to remove dirt, mildew and algae.
- i) Provide within the limits of his capability, certain duties and responsibilities above and beyond the normal job requirements of his position as described above.



ASSURANT®

AIC Assurant Insurance Center

CONFIRMATION OF COVERAGE

This letter serves as confirmation of coverage for the insured(s) listed below:

POLICY INFORMATION

Policy Number	RIN538853801
Status	Active
Effective Date	04/13/2018
Expiration Date	04/13/2019
Named Insured	EARL CAMPBELL
Insured Address	12860 US HIGHWAY 441 CANAL POINT, FL 33438
Annual Premium	\$281.00

COVERAGE INFORMATION

Personal Property	\$20,000
Personal Liability	\$300,000
All Other Perils Deductible	\$250
Hurricane Deductible	\$1,000
Replacement Cost	Included
Medical Payments	\$1,000
Loss of Use	\$4,000
Property Damage To Others	\$500 for all states except KS which is \$750

This confirmation of coverage is issued as a matter of information only and confers no rights upon the holder. This confirmation of coverage does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

Please note, all installment payments for renewals and future policy changes will be automatically withdrawn via the payment method in effect on your account.

Your policy represents the contract between you and and Voyager Indemnity Insurance Company or American Bankers Insurance company of Florida and American Security Insurance Company (if in Minnesota) regarding your rental insurance.