

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 20, 2019

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: Resident Caretaker Lease Agreement with Dane C. Rypma, a full time County employee at Riverbend Park, executed on May 24, 2019.

Summary: 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. The Department is now submitting this Agreement in accordance with County PPM CW-O-051, which requires all delegated agreements to be submitted by the initiating Department as a Receive and File agenda item. District 1 (AH)

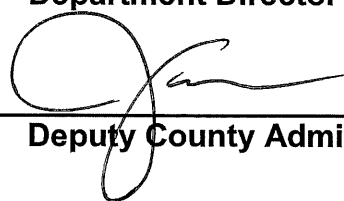
Background and Justification: A resolution providing authority to execute Resident Caretaker Lease Agreements (Resolution 2016-1606) with Department employees that reside at residences within the park at no charge in exchange for providing various services to the Department that are over and above their normal day-to-day responsibilities was adopted by the Board to streamline the process. The Board granted the Director 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

7-19-19
Date

Approved by: 
Deputy County Administrator

8-6-19
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|------------|------------|------------------|------------|-----------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |
| Is Item Included in Current Budget: | | | Yes <u> X </u> | | No _____ |
| Does this item include use of federal funds? | | | Yes _____ | | No <u> X </u> |

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: Kind Payment

III. REVIEW COMMENTS

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

 Lisa P 7/24/19
 OFMB BR 7123

 A. J. Jacobson 7/25/19
 Contract Development and Control

B. Legal Sufficiency:

 Anne Delgant 8-5-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**STANDARD RESIDENT CARETAKER
LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY AND Dane C. Rypma**

THIS LEASE AGREEMENT made and entered into this 24th day of May, 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR, and **Dane C. Rypma, a single man**, 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 Riverbend Park Hatcher Property);
9424 West Indiantown Road
Jupiter, FL 33478
2. LESSEE shall provide security and supervision at Riverbend Park/Loxahatchee River Battlefield 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 Dane C. Rypma . 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 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. The Certificate Holder shall read:

Palm Beach County
c/o JDi Data Corporation
100 W. Cypress Creek Road, Suite 1052
Fort Lauderdale, FL 33309

- 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 the County's designated representative, 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:

Dane C. Rypma
9424 West Indiantown Road
Jupiter, FL 33478

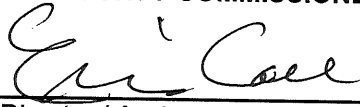
Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice.

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.

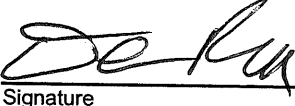
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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

WITNESS

By:  5/14/19
Signature Date
PAT RASH
Print

LESSEE - Dane C. Rypma

By:  5/14/19
Signature Date
Dane Rypma
Print
Land Mngt Asst. II
Title

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

County Attorney

By:  5.21.19
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

By:  5.23.19
Signature Date

EXHIBIT "A"
DESCRIPTION OF PREMISES

"Hatcher House"
9424 W Indiantown Rd.
Jupiter, Florida 33478

Premise consists of a private residence. The residence is ~ 5,408 sq/ft with 4 bedrooms and 3 baths. The residential space was previously occupied by Mr. Hatcher and family.

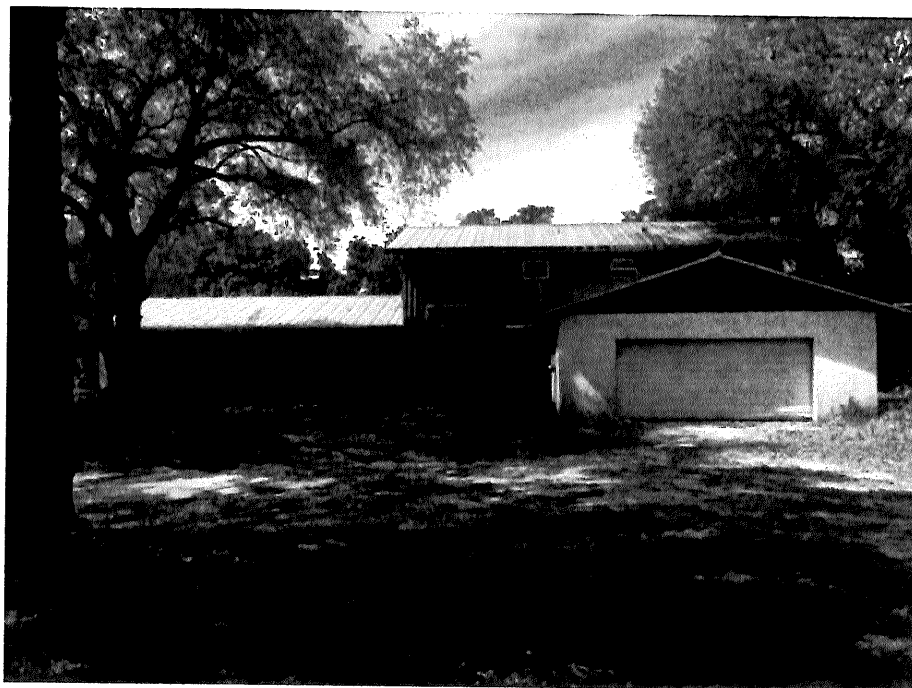
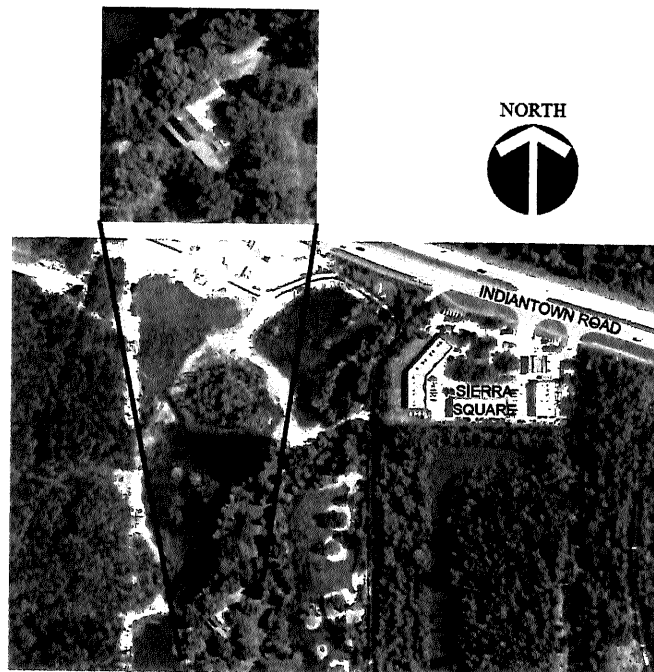


EXHIBIT "B"

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT RESIDENT CARETAKER LESSEE DUTIES AND RESPONSIBILITIES

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

SECURITY

- LESSEE may be called 24 hours a day to resolve problems or assist with emergencies;
- Work collaboratively with Park Rangers, contact and liaise with law enforcement at assigned park site;
- Report any vandalism, attempted park entry after-hours and any other unusual occurrences;
- Secure Parks Facility daily and provide periodic safety-security checks;
- Report problems with perimeter lights, fencing or gates;
- Arrange for coverage with supervision when scheduled to be out of town.

MAINTENANCE OF PREMISE

- Report through work order system interior and exterior maintenance needs of Premise;
- Perform routine maintenance and minor repairs within the capabilities of the LESSEE;
- Anything beyond minor in scope must be pre-approved by Department Director/designee;
- All paint colors must be pre-approved by Department Director/design (woodwork is not to be painted without prior approval);
- Cooperate with other Department employees in emergency maintenance repairs;
- Maintain the perimeter of the Premise in a neat and orderly fashion, including lawn maintenance, to reflect favorably on the County and the Department;
- Provide access to the premise for routine inspections by the County.

PUBLIC RELATIONS

- Provide customer friendly information, assistance and guidance to park patrons;
- Cooperate with Department approved events/activities;
- Set a good example for the public by following all park rules, including those for pets.

EVIDENCE OF INSURANCE

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 Florida Insurance Company
7401 Cypress Gardens Boulevard
Winter Haven, FL 33888

A Stock Company with Home Offices in Winter Haven, Florida.

| | |
|---|---|
| 79-CD-C401-4 | Policy Number |
| Named Insured and Mailing Address RYPMA, DANE 4133 SW DARIEN ST PORT ST LUCIE, FL 34953-6108 | |
| The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises. 06/01/2019 Effective Date 06/01/2020 12 months - Policy Period Expiration of Policy Period | Automatic Renewal - If the Policy Period is shown as 12 months , 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. |
| Limit of Liability - Section 1 \$75,000 Personal Property (Coverage B) Limit of Liability - Section 2 \$300,000 Personal Liability (Coverage L) each occurrence \$5,000 Medical Payments (Coverage M) each occurrence Policy Type Renters Policy | Deductibles - Section 1 \$500 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. Hurricane 2% |
| Location of Premises 9424 INDIANTOWN RD JUPITER, FL 33478-2209 | Policy Premium \$733.00 |
| Forms, Options, & Endorsements Hurricane Deductible Endorsement | |
| Mortgagee & Addl. Interests | Agent Name & Address Hagar, Kelly Kelly V Hagar Ins Agency Inc 9850 Alternate A1A Ste 510 PALM BCH GDNS, FL 33410-4936 (561)627-7660 |