

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 10, 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 Agreements with **A)** Clive Lloyd Dixon, a full time County employee at Glades Pioneer Park, executed on July 1, 2019; **B)** Frederick Nicholas Weigel, a full time County employee at Burt Aaronson South County Regional Park, executed on July 1, 2019; and **C)** John Sautter, a full time County employee at John Prince Park Campground, executed on July 10, 2019.

Summary: These Resident Caretaker Lease Agreements have been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of the Parks and Recreation Department in accordance with Resolution 2016-1606. The Department is now submitting these Agreements 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. Districts 3, 5, and 6 (AH)

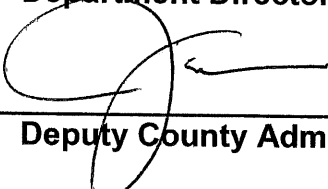
Background and Justification: A resolution providing authority to execute Resident Caretaker Lease Agreements (Resolution 2016-1606) with Department employees that reside at residences within the park at no charge in exchange for providing various services to the Department that are over and above their normal day-to-day responsibilities was adopted by the BCC to streamline the process. The BCC 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 Agreements attached have been executed on behalf of the BCC by the Director of the Parks and Recreation Department in accordance with the delegated authority, and are now being submitted to receive and file.

Attachments: Resident Caretaker Lease Agreement (3)

Recommended by: 
Department Director

8-16-19
Date

Approved by: 
Deputy County Administrator

8-23-19
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: Retirement

III. REVIEW COMMENTS

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

Lisa R. ...
 OFMB ^{RP} 8/16 BR 8/16

Dr. J. ...
 Contract Development and Control
 8/21/19 TW

B. Legal Sufficiency:

Anne Delmont 8-22-19
 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 Clive Lloyd Dixon**

THIS LEASE AGREEMENT made and entered into this 1st day of July, 2019 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR, and **Clive Lloyd Dixon, a married 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 Glades Pioneer Park;
866 SR 715
Belle Glade, FL 33440

2. LESSEE shall provide security and supervision at Glades Pioneer 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 Clive Lloyd Dixon. 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
2700 6th Avenue South
Lake Worth, FL 33461

b) If to the LESSEE at:

Clive Dixon
218 NW 3rd Avenue
South Bay, FL 33493

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.

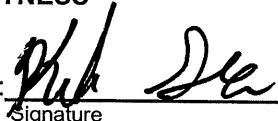
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

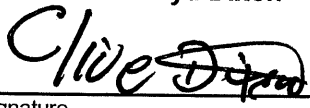
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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

WITNESS

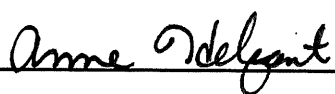
By:  6-21-19
Signature Date
Kelvin Greer
Print

LESSEE - Clive Lloyd Dixon

By:  6-21-19
Signature Date
Clive Lloyd Dixon
Print
Maintenance Worker II
Title

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

County Attorney

By: 
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

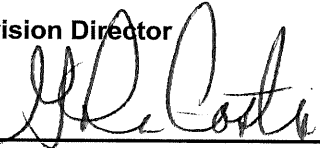
By:  7/1/19
Signature Date

EXHIBIT "A"

Glades Pioneer Park Caretaker's Residence

Two bedroom, two bathroom modular home (approx.. 980 sf)

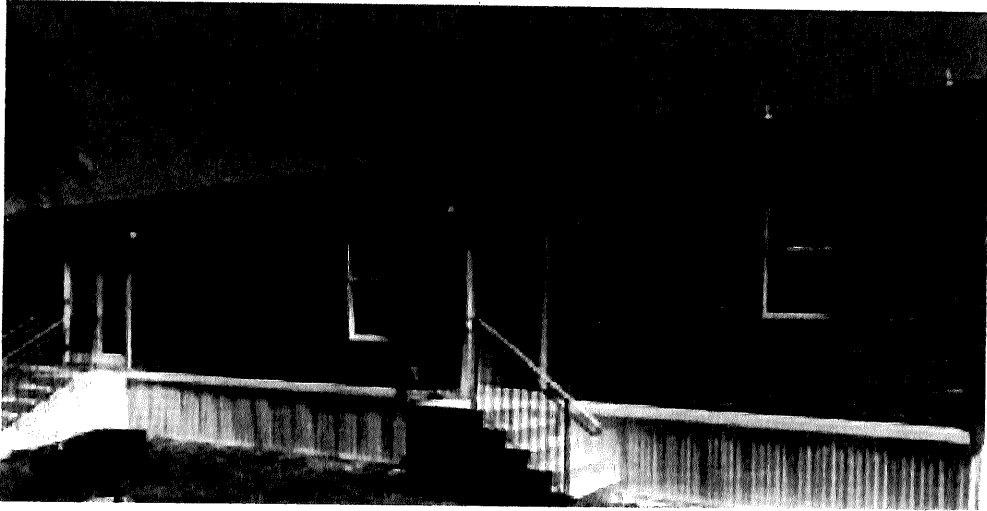


EXHIBIT "B"

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

RESIDENT CARETAKER

LESSEE DUTIES AND RESPONSIBILITIES

- a. As necessary, open and close Glades Pioneer Park in accordance with approved hours of operation.
- b. Assist public safety personnel, facility users and park patrons during off duty hours when present in the Premises.
- c. Performance of emergency repair work to, or cleaning of, facilities if such work is within the capabilities of the LESSEE.
- d. Provide general after hours supervision and security of the Park Facility and Premises; both during his normal hours of employment by the LESSOR and during the LESSEE's off duty hours where he is present on the Premises or in the Park Facility; immediately report to law enforcement personnel any vandalism, rowdiness, illegal activities, or other suspicious conduct in the Park Facility or Premises; and initiate any paperwork needed for recording purposes.
- e. 24 hours on call, 7 days per week, to address issues that occur within Glades Pioneer Park as necessary.
- f. Responds to, documents and reports vehicle accidents and incidents after hours within Glades Pioneer Park.
- g. Monitor Glades Pioneer Park for rule violations by pavilion renters.
- h. Monitor Orange Bowl Field at Glades Pioneer Park for non-permitted use or vandalism
- i. Ensure that the dwelling and all areas within 75 feet of dwelling 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.
- j. Report and document significant events occurring after hours within the Premises.
- k. Provide, within the limits of his capability, after hours duties and responsibilities beyond normal job requirements of this lease as described above.

Chic DePa

Resident Caretaker Signature

06-21-19

Date

HOMEOWNER POLICY DECLARATIONS

NEW ISSUE



SCOTTSDALE INSURANCE COMPANY®

Policy Number:

HOS1873513

Home Office:

One Nationwide Plaza Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

NEW

Renewal of Number

Named Insured and Mailing Address:

CLIVE DIXON
218 NW 3RD AVE
SOUTH BAY FL 33493

General Agent:

AMWINS ACCESS INSURANCE SERVICES, LLC

Insured's Producer:

MACK INSURANCE GROUP

7251 W PALMETTO PARK RD SUITE 206
BOCARATON FL 33433

Agent No.:

MACK

Program No.:

Policy Period:

From: 04-15-2019

To: 04-15-2020

Term: 1 Year

12:01 A.M. Standard Time at the Described Location.

This insurance applies to the Residence Premises, Coverage for which a Limit of Liability or Premium is shown and Perils Insured Against for which a Premium is stated. The Residence Premises:
866 STATE RD 715, BELLE GLADE, FL 33430

Property Coverages:	Limits of Liability	Premiums
A—Dwelling	\$ N/A	\$ N/A
B—Other Structures	\$ N/A	\$ N/A
C—Personal Property	\$ 10,000	\$ 143
D—Loss of Use	\$ 1,000	\$ 11
Additional Perils Insured Against:	Limits of Liability	Premiums
	\$	\$
	\$	\$
	\$	\$
Liability Coverages:	Limits of Liability	Premiums
E—Personal Liability	\$ 300,000	\$ 46
F—Medical Payments to Others	\$ 1,000	\$ INCLUDED
	\$	\$
	\$	\$
Optional Coverages:	Limits of Liability	Premiums
Loss Assessment	\$ 1,000	\$ INCLUDED
	\$	\$
	\$	\$
	\$	\$

Deductibles: Property Deductible(s): \$ 1,000 Wind/Hail: EXCLUDED
Personal Liability Deductible: Earthquake:

Form(s) and endorsement(s) made part of this policy for this location: See Schedule of Forms and Endorsements - Form UTS-SP-2L

Mortgagee(s), Additional Insured(s) and Lienholder(s) made a part of this policy for this location:
NONE

Rating Information: Year of Construction: 2018 Territory: 001 Fire District or Town: 0180 Protection Class: 03
Construction: MFG/Mobilehome No. of Families: 1 Occupancy: PRIMARY
Feet From Hydrant: Miles From Fire Station: Square Feet: 950

Policy Totals: County: PALM BEACH	Sub-Total Premium: \$ 200.00
Billed to: AGENT	\$
No Flat Cancellations	
Total Taxes and Fees:	\$ 48.99
Total Policy Premium:	\$ 248.99
Minimum Earned Premium:	\$ 50.00

THIS DECLARATIONS PAGE, WITH POLICY JACKET, HOMEOWNERS POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED HOMEOWNERS POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL EXCLUSION

SECTION I – PERILS INSURED AGAINST

In all forms, coverage for the peril of windstorm or hail is deleted.

SECTION I – EXCLUSIONS

The following exclusion is added. In Forms HO 00 03 and HO 00 05, it is added to Paragraph A:

Windstorm Or Hail

However, this exclusion does not apply to direct loss by fire or explosion resulting from windstorm or hail.

All other provisions of this policy apply.

Clive Dixon

Named Insured

Clive Dixon

Named Insured Signature

Date

04-23-19

**STANDARD RESIDENT CARETAKER
LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY AND Frederick Nicholas Weigel**

THIS LEASE AGREEMENT made and entered into this 1st day of July, 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR, and **Frederick Nicholas Weigel, a married 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 Burt Aaronson South County Regional Park;
20242 Regional Park Drive
Boca Raton, FL 33498

2. LESSEE shall provide security and supervision at Burt Aaronson South County Regional 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 Frederick Nicholas Weigel and Yoxcira Yanina Weigel (wife). 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
2700 6th Avenue South
Lake Worth, FL 33461

b) If to the LESSEE at:

Frederick Nicholas Weigel
20242 Regional Park Drive
Boca Raton, FL 33498

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.

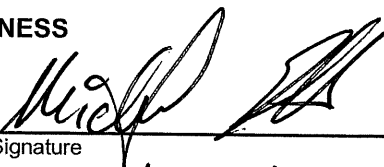
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

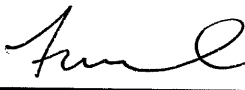
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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

WITNESS

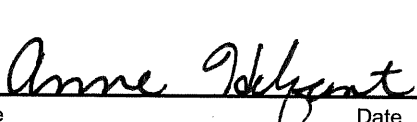
By:  06/20/19
Signature Date
Michael Edwards
Print

LESSEE - Frederick Nicholas Weigel

By:  6/20/19
Signature Date
Frederick Nicholas Weigel
Print
Parks Supervisor
Title

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

County Attorney

By: 
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

By:  7/1/19
Signature Date

EXHIBIT "A"

Burt Aaronson South County Regional Park Caretaker's Residence

One story, 2 bedroom, 1 bathroom, concrete block home (approx. 950 sf)



EXHIBIT "B"

**PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT
RESIDENT CARETAKER**

LESSEE DUTIES AND RESPONSIBILITIES

- a. As necessary, open and close Burt Aaronson South County Regional Park and the Premises in accordance with approved hours of operation.
- b. Assist public safety personnel, facility users and park patrons during off duty hours when present in the Premises.
- c. Performance of emergency repair work to, or cleaning of, facilities if such work is within the capabilities of the LESSEE.
- d. Provide general after hours supervision and security of the Park Facility and Premises; both during his normal hours of employment by the LESSOR and during the LESSEE's off duty hours where he is present on the Premises or in the Park Facility; immediately report to law enforcement personnel any vandalism, rowdiness, illegal activities, or other suspicious conduct in the Park Facility or Premises; and initiate any paperwork needed for recording purposes.
- e. 24 hours on call, 7 days per week, to address any issues that occur within Burt Aaronson South County Regional Park as necessary.
- f. Direct contact person for the alarm response for Burt Aaronson South County Regional Park maintenance compound and Loggers Run Park maintenance compound.
- g. Responds to, documents and reports vehicle accidents and incidents after hours within Burt Aaronson South County Regional 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. Report and document significant events occurring after hours within the Premises.
- j. Provide, within the limits of his capability, after hours duties and responsibilities beyond normal job requirements of this lease as described above.



Resident Caretaker Signature

6/20/19

Date

AREA ID: ML

AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA
11222 Quail Roost Drive, Miami, FL 33167-6596

AMENDED DECLARATION * * * * EFFECTIVE 06/01/19
12.01 AM, STANDARD TIME SUPERSEDES PREVIOUS
DECLARATION BEARING SAME NUMBER FOR THIS PERIOD

MULTIPLE CHANGES

RIN 8728562	06/01/19	06/01/20	RENTERS INSURANCE	ONZ2001	00
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YOXCIRA WEIGEL
FREDERICK NICHOLAS WEIGEL
9826 SHEPARD PL
WELLINGTON FL 33414

GEICO INSURANCE AGENCY, INC.
1-877-900-0344
1 GEICO BLVD
FREDERICKSBURG VA 22412

IMPORTANT: THIS POLICY DOES NOT INCLUDE COVERAGE FOR FLOOD LOSSES TO YOUR BUILDING, CONTENTS, OR POSSESSIONS.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU

YOUR HURRICANE DEDUCTIBLE IS \$1,000

RATING INFORMATION - SINGLE-FAMILY HOME, TERRITORY 2

INSURED RESIDENCE PREMISES IS LOCATED AT:
20242 REGIONAL PARK DR
BOCA RATON FL 33498

COVERAGE	AMOUNT OF COVERAGE	PREMIUM
PERSONAL PROPERTY	\$10,000 LESS DEDUCTIBLE*	\$182.00
PERSONAL LIABILITY	\$300,000 PER OCCURRENCE	\$16.00
MEDICAL PAYMENTS	\$1,000 PER PERSON	INCL
LOSS OF USE	\$2,000 PER OCCURRENCE	INCL

ADDITIONAL COVERAGES AND CREDITS/SURCHARGES NOT INCLUDED IN THE ABOVE PREMIUM	
BCEGS/MAX-7% TO+1%	\$7.00CR
EMPAT FUND SURCHARGE	\$2.00
TOTAL ADDITIONAL PREMIUM	\$5.00CR
TOTAL PREMIUM	\$193.00

ADDITIONAL COVERAGES AND CREDITS/SURCHARGES INCLUDED IN THE TOTAL PREMIUM	
REPLACEMENT COST	INCL

CONTINUED ON NEXT PAGE

COUNTERSIGNED BY: *Juan C. Aguila*

AREA ID: ML

AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA
11222 Quail Roost Drive, Miami, FL 33157-6596

AMENDED DECLARATION * * * * EFFECTIVE 06/01/19
12.01 AM, STANDARD TIME SUPERSEDES PREVIOUS
DECLARATION BEARING SAME NUMBER FOR THIS PERIOD

MULTIPLE CHANGES

RIN 8728562	06/01/19	06/01/20	RENTERS INSURANCE	ONZ2001	00
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YOXCIRA WEIGEL
FREDERICK NICHOLAS WEIGEL
9826 SHEPARD PL
WELLINGTON FL 33414

GEICO INSURANCE AGENCY, INC.
1-877-900-0344
1 GEICO BLVD
FREDERICKSBURG VA 22412

PREVIOUS PREMIUM: \$177.00 CHANGE: \$16.00 NEW PREMIUM: \$193.00

*DEDUCTIBLES

\$500 ALL OTHER PERILS DEDUCTIBLE
\$1,000 HURRICANE DEDUCTIBLE

HURRICANE PREMIUM \$43.75

NON HURRICANE PREMIUM \$149.25

FORMS AND ENDORSEMENTS

DF00965A-0418 *, M4816-1116 *, N3082-0992 *, N3154-0907 *, N8203R-0106 *,
N9706-0210 *, N9727-0308 *, NOTI1000-1113 *, NOTI1080-0613 *, AB1183EPC-0610*,
AB4581EC-0818 *, AB5090EC-0907 *, AJ8850PC-0307 *.

**STANDARD RESIDENT CARETAKER
LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY AND John Sautter**

THIS LEASE AGREEMENT made and entered into this 10th day of July, 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR, and **John Sautter, 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 John Prince Park Campground;
4759 S Congress Ave
Lake Worth, FL 33461

2. LESSEE shall provide security and supervision at John Prince Park Campground (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 John Sautter, Monica Bilotti (girlfriend), John Julian Sautter (their infant son), and two dogs (a Labrador Retriever and a Chihuahua). 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
2700 6th Avenue South
Lake Worth, FL 33461

b) If to the LESSEE at:

John Sautter
4759 S Congress Ave
Lake Worth, FL 33461

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.

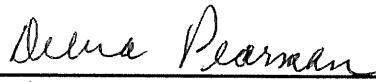
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

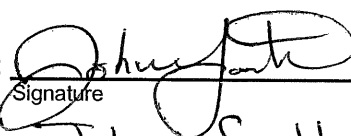
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

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

WITNESS

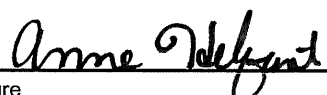
By:  6/19/19
Signature Date
DEBRA PEARMAN
Print

LESSEE - John Sautter

By:  06/19/19
Signature Date
John Sautter
Print
Recreation Facility Manager II
Title

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

County Attorney

By:  7/12/19
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

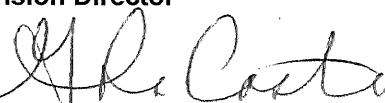
By:  7/10/19
Signature Date

EXHIBIT "A"

John Prince Park Campground Caretaker's Residence

Two bedroom, two bathroom modular home (approx. 980 sf)

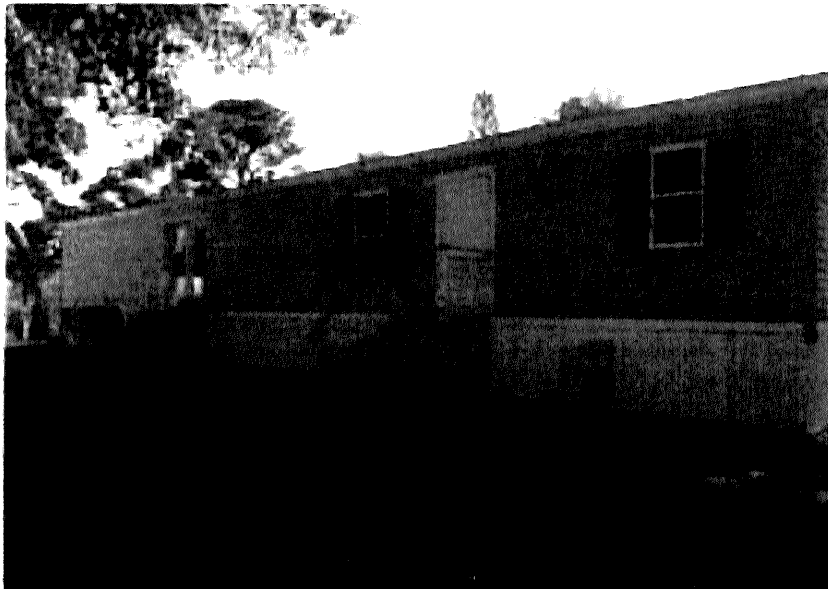


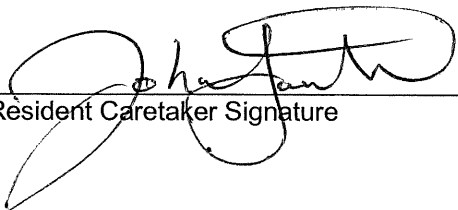
EXHIBIT "B"

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

RESIDENT CARETAKER

LESSEE DUTIES AND RESPONSIBILITIES

- a. As necessary, open and close John Prince Park and the Premises in accordance with approved hours of operation.
- b. Assist public safety personnel, facility users and park patrons during off duty hours when present in the Premises.
- c. Performance of emergency repair work to, or cleaning of, facilities if such work is within the capabilities of the LESSEE.
- d. Provide general after hours supervision and security of the Park Facility and Premises; both during his normal hours of employment by the LESSOR and during the LESSEE's off duty hours where he is present on the Premises or in the Park Facility; immediately report to law enforcement personnel any vandalism, rowdiness, illegal activities, or other suspicious conduct in the Park Facility or Premises; and initiate any paperwork needed for recording purposes.
- e. 24 hours on call, 7 days per week, to address issues that occur within John Prince Park as necessary.
- f. Primary contact person for alarm response for all facilities located within John Prince Park.
- g. Responds to, documents and reports vehicle accidents and incidents after hours within John Prince Park.
- h. Ensure that the dwelling and all areas within 75 feet of dwelling 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. Report and document significant events occurring after hours within the Premises.
- j. Provide, within the limits of his capability, after hours duties and responsibilities beyond the normal job requirements of this lease as described above.


Resident Caretaker Signature

061919
Date

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-CE-E215-5	Policy Number
Named Insured and Mailing Address SAUTTER, JOHN 4759 S CONGRESS AVE PALM SPRINGS, FL 33461-4757	
The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises. 06/28/2019 Effective Date 12 months - Policy Period 06/28/2020 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 I \$5,000 Personal Property (Coverage B) Limit of Liability - Section II \$300,000 Personal Liability (Coverage L) each occurrence \$1,000 Medical Payments (Coverage M) each occurrence Policy Type Renters Policy	Deductibles - Section I \$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.
Location of Premises 4759 S CONGRESS AVE PALM SPRINGS, FL 33461-4757	Policy Premium \$201.00
Forms, Options, & Endorsements Hurricane Deductible Endorsement	
Mortgagee & Addl. Interests	Agent Name & Address Swinson, Lisa Lisa Swinson Ins Agency Inc 4043 Hood Rd PALM BCH GDNS, FL 33410-2171 (561)360-2297

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

POLICY NUMBER 79-CE-E215-5	BILLING PERIOD FROM 06/28/2019 TO 06/28/2020	AGENT CODE 7368
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LOCATION

4759 S CONGRESS AVE
PALM SPRINGS, FL 33461-4757

INSURED

SAUTTER, JOHN
4759 S CONGRESS AVE
PALM SPRINGS, FL 33461-4757

PREMIUM	\$	201.00
AMOUNT PAID	\$	0.00
CREDIT AMOUNT	\$	
AMOUNT DUE	\$	0.00
DATE DUE		08/01/2019

MORTGAGEE & ADDL. INTERESTS

AGENT NAME & ADDRESS

Swinson, Lisa
4043 Hood Rd
PALM BCH GDNS, FL 33410-2171
(561)360-2297

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

**STATE FARM INSURANCE COMPANIES
Lender Service Center - Payments
PO Box 588002
North Metro, GA 30029-8002**