

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 14, 2023

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: an executed Resident Caretaker Lease Agreement with Christopher Sean McNamara, a full time County employee, for the residence located at John Prince Park Campground, executed on December 23, 2022.

**Summary:** This Resident Caretaker Lease Agreement has 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 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 3 (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. 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 Agreement has been executed on behalf of the BCC by the Director of the Parks and Recreation Department in accordance with the delegated authority, and is now being submitted to receive and file.

**Attachment:** Resident Caretaker Lease Agreement

Recommended by: Paul J. Connel  
Department Director

2/17/23  
Date

Approved by: Donald M. Pella  
Assistant County Administrator

3/7/2023  
Date

II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>			Yes	<u>  X  </u>	No
<b>Does this item include use of federal funds?</b>			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: *Phil Raymond*

III. REVIEW COMMENTS

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

*Lisa Matic 2/21/23*  
    
OFMB *AM 2/21*  
*Handing  
back  
2/21/23*

*Shirley S. Jackson 2/24/23*  
    
Contract Development and Control  
*Ind 2/24/23*

**B. Legal Sufficiency:**

*Anne Delgant 3/6/23*  
    
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**STANDARD RESIDENT CARETAKER  
LEASE AGREEMENT  
BETWEEN  
PALM BEACH COUNTY AND CHRISTOPHER SEAN MCNAMARA**

THIS LEASE AGREEMENT made and entered into this 23<sup>rd</sup> day of December 2022, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as LESSOR, and **Christopher Sean McNamara**, 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 South Congress Avenue  
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 Christopher Sean McNamara, a **single man**. 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 Board of County Commissioners  
c/o Parks and Recreation Department  
Attn: Director, Financial and Support Services  
2700 Sixth Avenue South  
Lake Worth, FL 33461

- 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 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: Jennifer Cirillo  
2700 6th Avenue South  
Lake Worth, FL 33461

b) If to the LESSEE at:

Christopher McNamara  
4759 South Congress Avenue  
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.
33. **Counterparts:** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The LESSEE may execute the Agreement through electronic or manual means. LESSOR shall execute by manual means only, unless the LESSEE provides otherwise.



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: James E. Cullis 12/23/2022  
Director  Assistant Director  Date  
Palm Beach County Parks and Recreation Department

**WITNESS**

**LESSEE – Christopher Sean McNamara**

By: Debra Pearman 12/14/22  
Signature Date  
DEBRA PEARMAN  
Print

By: CS McNamara 12/14/22  
Signature Date  
CHRISTOPHER McNAMARA  
Print  
RECREATION FACILITY MANAGER II  
Title

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

**APPROVED AS TO  
TERMS & CONDITIONS:**

**County Attorney**

**Division Director**

By: Anne Delaney 12-21-22  
Signature Date

By: J. DeCastro 12/21/2022  
Signature Date

## EXHIBIT "A"

John Prince Park Campground Caretaker's Residence

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



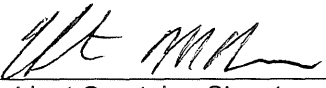
**EXHIBIT "B"**

**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

12/14/22  
\_\_\_\_\_  
Date



ASSURANT

**EVIDENCE OF INSURANCE**

<b>Application Number</b>
REN3045941
<b>Effective Dates</b>
12/13/2022 to 12/13/2023 12:01 AM
<b>Yearly Premium</b>
\$191.71
<b>For Services, call 1-877-900-0344</b>

<b>Agent Address</b>	<b>Company Address</b>
GEICO Insurance Agency, LLC. One Geico Blvd Fredericksburg, VA 22412	American Bankers Insurance Company of Florida 11222 Quail Roost Drive Miami, FL 33157-6596

<b>Insured Name &amp; Mailing Address</b>	<b>Risk Address</b>
CHRISTOPHER MCNAMARA 4759 S CONGRESS AVE PALM SPRINGS FL 33461	4759 S CONGRESS AVE PALM SPRINGS, FL 33461

<b>Section I Coverage Information</b>	<b>Amount (\$)</b>
CONTENTS .....	\$15,000
LOSS OF USE .....	\$3,000
<b>Section I Deductible Information</b>	<b>Amount (\$)</b>
STANDARD DEDUCTIBLE .....	\$500
<b>Section II Coverage Information</b>	<b>Amount (\$)</b>
PERSONAL LIABILITY .....	\$300,000
MEDICAL PAYMENTS TO OTHERS .....	\$1,000
<b>ENDORSEMENTS</b>	
REPLACEMENT COST CONTENTS	
<b>NOTE: ALL COVERAGES ARE SUBJECT TO THE TERMS AND CONDITIONS LISTED IN THE POLICY FORMS.</b>	



# ASSURANT

**Payment Receipt For Application**

# REN3045941

<b>Total Yearly Premium</b>	\$191.71
<b>Down Payment</b>	\$31.96
<b>Remaining Balance</b>	\$159.75

**Effective Dates** 2022-12-13 12:01 AM to 2023-12-13 12:01 AM

**For Service, Call 1-877-900-0344**

<b>Agent Address</b>	<b>Company Address</b>
GEICO Insurance Agency, LLC. One Geico Blvd Fredericksburg, VA 22412	American Bankers Insurance Company of Florida 11222 Quail Roost Drive Miami, FL 33157-6596

<b>Insured Name &amp; Mailing Address</b>	<b>Risk Address</b>
CHRISTOPHER MCNAMARA 4759 S CONGRESS AVE PALM SPRINGS FL 33461	4759 S CONGRESS AVE PALM SPRINGS FL 33461

<b>Additional Interest Name &amp; Mailing Address</b>
Palm Beach Cnty Brd of Cnty COMMISSIONERS 2700 6TH AVE S PALM SPRINGS FL 33461