

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: New Caretaker Agreement with Deputy Steven T. Pitts, for Lake Proctor Wilderness Area

DEPARTMENT: Planning and Development **DIVISION:** Community Resources

AUTHORIZED BY: Dori DeBord **CONTACT:** Jim Duby **EXT.** 7291

Agenda Date <u>01/09/07</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION: Approve and authorize the Chairman to execute a new caretaker agreement with Steven T. Pitts, Seminole County Deputy Sheriff, for the Lake Proctor Wilderness Area.

(District 2: McLean)

BACKGROUND:

Caretaker residences have been established at four County Wilderness Areas as a means to deter vandalism and provide a higher level of visitor safety. Resident caretakers also benefit the Natural Lands Program by performing light maintenance such as mowing, litter removal and trail trimming.

Joseph Sweeney, the current caretaker at the Lake Proctor Wilderness area, has recently moved and resigned his caretaker position. Subsequent to interviews, Todd Pitts, Seminole County Deputy Sheriff, is staff's recommendation to fill the vacancy at the Lake Proctor Wilderness Area.

Caretaker will pay a rent of \$250.00 per month.

STAFF RECOMMENDATION:

Staff recommends the Board approve the caretaker agreement concurrently with a new agreement with Steven T. Pitts, Seminole County Deputy Sheriff, for the Lake Proctor Wilderness Area.

Attachments: Exhibit "A" Proposed agreement
Exhibit "B" Scheduling of duties described in section 10 of agreement

Reviewed by:	
Co Atty:	
DFS:	_____
Other:	
DCM:	_____
CM:	
File No. <u>CPDC01</u>	

**SEMINOLE COUNTY NATURAL LANDS PROGRAM
RESIDENT CARETAKER LEASE AGREEMENT
COUNTY SUPPLIED RESIDENCE**

THIS AGREEMENT made and entered into this ___ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and **STEVEN T. PITTS**, whose address at the time of signing this Agreement is 9745 NE 306 Court, Salt Springs, Florida 32134, hereinafter referred to as the "CARETAKER".

W I T N E S S E T H:

WHEREAS, vandalism, security, and safety are major concerns at Seminole County natural lands areas; and

WHEREAS, the COUNTY has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

WHEREAS, the CARETAKER is desirous of living in the residence on the COUNTY's Lake Proctor Wilderness Area property; and

WHEREAS, this Agreement will benefit the public and serve a governmental and public purpose,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually stipulated, understood, agreed upon, and covenanted by and between the parties hereto as follows:

Section 1. Grant of Use. The COUNTY hereby agrees that the CARETAKER may reside in and utilize for residential purposes a

residence owned by the COUNTY. The location of said residence shall be in the Lake Proctor Wilderness Area, 920 State Road 46, Geneva, Florida 32732.

Section 2. Rent

(a) The parties agree that the fair market rent for the residence, as of the date of this Agreement, is NINE HUNDRED AND NO/100 DOLLARS (\$900.00) per month. CARETAKER shall pay cash rent to the COUNTY of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month. Said payments shall be made on or before the first (1st) day of each month during the CARETAKER's occupancy of the residence or elsewhere on the Property as described in attached Exhibit "A" to this Agreement, incorporated herein by reference. Failure to provide a monthly rent payment by the fifth (5th) day of each month of residence shall subject CARETAKER to eviction from the residence and/or dis-instatement as a caretaker of the Property. All rental payments shall be made payable to the Seminole County Board of County Commissioners. The remainder of the fair market rent shall be handled as payment-in-kind through CARETAKER's scheduled performance of the tasks required by Section 10 of this Agreement and Exhibit "B" attached to this Agreement and incorporated herein by reference.

(b) Failure to timely and fully perform such duties during any month(s) of the term of this Agreement shall be deemed an event of default in the payment of rent hereunder, resulting in CARETAKER's responsibility to promptly remit the balance of accumulated monthly rent, in cash, within five (5) days of written notice of demand, and if not paid, shall also subject CARETAKER to eviction and/or dis-instatement, as well as termination of this Agreement.

Section 3. Term. This Agreement shall become effective upon full execution by the COUNTY and the CARETAKER and shall run for a period of one (1) year. The Agreement shall be renewed automatically thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

Section 4. Utilities.

(a) The COUNTY shall be responsible for providing utility connections including electrical, water, and septic that will exclusively accommodate the residence. The CARETAKER shall pay all charges related to the use of these utilities.

(b) The CARETAKER shall have a land line telephone installed within the residence and shall keep it operational for the duration of this Agreement or any renewal thereof. The deposit required, installation expenses, and all telephone bills shall be the sole and exclusive responsibility of the CARETAKER. The CARETAKER shall make the telephone number available to the COUNTY. If CARETAKER has a cell phone, that number shall also be provided to COUNTY.

(c) The COUNTY shall inspect and service the heating and cooling systems at the residence at least once per every three hundred sixty-five (365) days. CARETAKER shall be responsible for monthly changing of the filters in the heating/cooling system.

Section 5. Utility Lines. The COUNTY shall provide for the maintenance and repair of utility lines up to the point of connection to the residence.

Section 6. Other Improvements. The CARETAKER shall not erect fences, install any outbuildings, or construct any permanent improvements on the residence or COUNTY owned property except as may

be agreed to in advance in writing by the COUNTY.

Section 7. Residence Maintenance/Inspection.

(a) The CARETAKER shall be responsible for maintaining the residence, together with any improvements thereon, in good repair and in a clean, presentable, orderly, and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances, and rules.

(b) The CARETAKER shall allow the COUNTY full and free access to and into the residence for inspection purposes.

(c) A COUNTY agent shall inspect the residence at least once every six (6) months.

(d) The CARETAKER shall make no alteration to the Property, including vegetative materials, without the express written permission of the COUNTY. The CARETAKER shall provide his own maintenance equipment.

(e) The CARETAKER shall pay the COUNTY for any damage to the residence considered above normal wear and tear or which is caused by the CARETAKER's own negligence or intentional conduct, as well as that caused by CARETAKER's relatives and guests.

Section 8. Uses.

(a) The CARETAKER shall not operate or maintain on the residence any business or commercial venture and shall only use the residence as a single-family home.

(b) Except as upon paved roads and driveways, the CARETAKER shall only operate motorized vehicles on the Property for the purpose of performing security inspections on the surrounding wilderness area. No family, friends, or other guests may operate motorized vehicles on the surrounding wilderness area.

(c) CARETAKER shall not keep more than two (2) motor vehicles outside the residence or elsewhere on the Property except for vehicles of CARETAKER's guests during normal visitation. Inoperable vehicles or those without a valid, current registration and license plate are prohibited.

Section 9. Family and Guests. The CARETAKER shall supervise the residence and shall immediately report by telephone any trespassers to the proper law enforcement agency and to the COUNTY. The CARETAKER shall be responsible for the acts and omissions of himself, family members, and guests. The CARETAKER shall conduct himself, and shall require that his family and others visiting the residence with his consent conduct themselves, in a manner that does not disturb surrounding residents, does not disturb or interrupt any COUNTY function or activity relative to the residence, and does not in any way constitute a breach of the peace. The CARETAKER shall inform the COUNTY of normal hours of occupancy of the residence and of any expected absence that deviates significantly from the normal routine.

Section 10. Duties.

(a) Assist the COUNTY with protection of the residence and the Property. Specifically, the CARETAKER shall provide regularly scheduled maintenance as set forth in this Section and such additional duties as set forth in Exhibit "B" attached to this Agreement, to include:

(1) Locking/unlocking gates, buildings and facilities at times prescribed by the COUNTY.

(2) Acting as a deterrence to vandalism by visible presence through periodic patrolling of trails, camping areas, and Property perimeters.

(3) Prompt and full reporting of any vandalism, equipment damage, or unusual incidents to the COUNTY by providing all appropriate information.

(4) Informing users of the Property when and if they are in violation of user policies (e.g.: fires, firearms, littering, etc.).

(5) Performing regular light clean up and trash removal and disposal from buildings, trails, restrooms, and grounds, including but not limited to, mowing of the area immediately around the residence and adjacent roadways. Public restroom facilities, if any, shall be cleaned at least three (3) times per week.

(6) Calling for or summoning ambulance, police, or fire services in the event of emergency situations.

(7) Accomplishing a thorough inspection of the residence and surrounding Property no less than once per week every week to identify and report any discrepancies in the residence or on the Property or concerns relative to the conditions and use of the residence and Property.

(8) Checking with authorized overnight users no less than once per night to answer questions and/or ensure proper use of facilities.

(9) Furnishing information or reports regarding the residence and Property to the COUNTY on forms provided by the COUNTY.

(10) Maintaining an accurate account of time spent providing caretaker responsibilities on forms provided by the COUNTY.

(b) The CARETAKER has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain shall only be exercised by duly appointed and sworn officers as provided by Florida Statutes.

(c) Because performance of all of the aforementioned duties are payments-in-kind for rent, no monetary claims for services furnished by the CARETAKER shall be honored by the COUNTY unless otherwise expressly agreed to by amendment to this Agreement.

Section 11. Independent Contractor. The CARETAKER, in the performance of services and functions pursuant to this Agreement, shall be an independent contractor and not an employee of the COUNTY. Accordingly, he shall have no claim to pension benefits, COUNTY group insurance benefits, workers' compensation, unemployment compensation, civil service status, or other employee rights or privileges granted to the COUNTY's officers and employees either by operation or law or by the COUNTY.

Section 12. Termination.

(a) It is agreed and understood by the parties hereto that this Agreement is entered into for the express purpose of protecting and stewarding the residence and Property and that this Agreement may be terminated by either party upon delivering written notice of said termination to the other party. Except as provided herein, termination shall not be effective until thirty (30) days after the delivery of said notice to the other party.

(b) The COUNTY, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida, shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of the COUNTY.

(c) The COUNTY, acting through its County Manager or Deputy County Manager, may terminate this Agreement immediately and without the requisite thirty (30) days notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances, and allegations, that the CARETAKER has violated any provision of federal, state or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by the COUNTY and shall not create any cause of action or liability for damages against the COUNTY.

Section 13. Insurance and Indemnification.

(a) The CARETAKER shall maintain adequate renter's insurance and personal liability insurance protection against claims of third persons and their property arising through or out of CARETAKER's use and occupancy of the residence and Property. The COUNTY may maintain its own protection against such claims arising out of its ownership of the residence and Property. Proof of insurance coverage in force shall be supplied to COUNTY.

(b) The CARETAKER hereby agrees to hold the COUNTY harmless from and indemnify the COUNTY against any and all liability for any and all actions, costs, expenses liabilities, claims, losses, damages, or

injuries incurred by or due to the acts or omissions of the CARETAKER, anyone from CARETAKER's family or the CARETAKER's guests while at the residence or on the Property. Nothing in this Agreement shall be construed by any person as a waiver of the COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes.

(c) The CARETAKER may maintain certain domesticated animals at the residence and Property only if approved in writing by the COUNTY. The CARETAKER agrees to the following requirements in order to keep any animal at the residence or on the Property.

(1) The CARETAKER shall have full responsibility to maintain licenses, tags, or other registration requirements relating to any such animal kept at the residence or on the Property.

(2) The CARETAKER shall have and retain any and all risk and liability resulting from maintenance of such animal at the residence or on the Property.

(3) The CARETAKER agrees to hold harmless, indemnify, and defend the COUNTY from and against any actions, costs, expenses, liabilities, claims, losses, damages, or injuries arising at any time from the keeping or owning any such animal at the residence or on the Property. The CARETAKER agrees to maintain insurance which will protect the COUNTY from all liability stemming from existence of such animal at the residence or on the Property.

(4) The CARETAKER shall comply with all applicable animal control ordinances, codes, or laws and shall keep any such animal under constant supervision, either penned, chained, or inside the residence at all times. All pets shall be secured inside the residence when CARETAKER is not present, including times when CARETAKER is

elsewhere on the Property.

(5) The CARETAKER agrees to ensure that no visitors, guests, or users of the residence or Property are exposed to, have access to, or are harmed by any such animal.

Section 14. Notices.

(a) Any notice required or desired of either party hereunder to be given to the other, including rental payments, shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

For CARETAKER:

Steven T. Pitts
920 State Road 46
Geneva, FL 32732

For COUNTY:

Jim Duby, Program Manager
Ed Yarborough Nature Center
3845 N. County Road 426
Geneva, FL 32732

(b) All notices shall be in writing and delivered by hand delivery or certified mail, return receipt requested, unless waived, in writing.

(c) Notices shall not be effective until actually received by the receiving party as evidenced by dispositive proof.

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement nor any interest arising herein, without the written consent of the other.

Section 16. Ethical Conduct. The CARETAKER, in the performance of services and functions pursuant to this Agreement, agrees that he will not cause, or attempt to cause, an officer or an employee of COUNTY to

violate Chapter 112, Part III, Florida Statutes, "Code of Ethics For Public Officers and Employees" and additionally agrees to abide by Section 220.115, Seminole County Code prohibiting kickbacks or other unethical conduct involving COUNTY personnel. Violations of these ethics provisions shall result in immediate termination of this Agreement by COUNTY.

Section 17. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES:

[Signature]

Lori L. Hartsock

Print Name

[Signature]

Jacahyn J Royal

Print Name

CARETAKER:

By: *[Signature]*

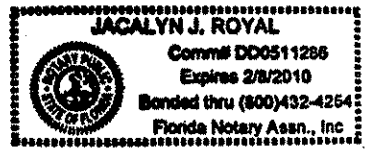
STEVEN T. PITTS

Date: _____

STATE OF FLORIDA]
COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me on this 6th day of Dec, 2006, by STEVEN T. PITTS, who is personally known to me or who has produced _____ as identification.

Seal



Jacalyn J. Royal
Print Name Jacalyn J. Royal
Notary Public in and for the
County and State Aforementioned
My commission expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____,
20____ regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS:jjr
12/04/06
P:\Users\jroyal\Planning & Development\Caretaker Agreemet-Lake Proctor.doc

“EXHIBIT A”

Legal Description

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>																																				
<p align="center">GENERAL</p> <p>Parcel Id: 27-20-32-300-001A-0000 Owner: SEMINOLE B C C Own/Addr: COUNTY SERV BLDG Mailing Address: 1101 E 1ST ST City,State,ZipCode: SANFORD FL 32771 Property Address: 46 SR E GENEVA 32732 Facility Name: Tax District: 01-COUNTY-TX DIST 1 Exemptions: 85-COUNTY () Dor: 99-ACREAGE NOT AGRICULT</p>	<p>2007 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 0 Depreciated Bldg Value: \$0 Depreciated EXFT Value: \$0 Land Value (Market): \$390,000 Land Value Ag: \$0 Just/Market Value: \$390,000 Assessed Value (SOH): \$390,000 Exempt Value: \$390,000 Taxable Value: \$0 Tax Estimator</p>																																			
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>09/1997</td> <td>03303</td> <td>0523</td> <td>\$205,600</td> <td>Vacant</td> <td>No</td> </tr> <tr> <td>CORRECTIVE DEED</td> <td>07/1996</td> <td>03107</td> <td>0438</td> <td>\$100</td> <td>Vacant</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1996</td> <td>03104</td> <td>1049</td> <td>\$146,500</td> <td>Vacant</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1983</td> <td>01492</td> <td>1981</td> <td>\$60,000</td> <td>Vacant</td> <td>Yes</td> </tr> </tbody> </table> <p align="center">Find Sales within this DOR Code</p>	Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	WARRANTY DEED	09/1997	03303	0523	\$205,600	Vacant	No	CORRECTIVE DEED	07/1996	03107	0438	\$100	Vacant	No	WARRANTY DEED	07/1996	03104	1049	\$146,500	Vacant	No	WARRANTY DEED	09/1983	01492	1981	\$60,000	Vacant	Yes	<p align="center">2006 VALUE SUMMARY</p> <p>2006 Tax Bill Amount: \$0 2006 Taxable Value: \$0 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
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<p align="center">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>ACREAGE</td> <td>0</td> <td>0</td> <td>26.000</td> <td>15,000.00</td> <td>\$390,000</td> </tr> </tbody> </table> <p>Permits</p>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	ACREAGE	0	0	26.000	15,000.00	\$390,000	<p align="center">LEGAL DESCRIPTION</p> <p>LEG SEC 27 TWP 20S RGE 32E BEG NE COR SEC RUN S 1235.48 FT N 71 DEG W 200 FT N 158.6 FT N 71 DEG W 1196.7 FT N 617.3 FT E 1319.92 FT TO BEG</p>																							
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																				

"EXHIBIT B"

Scheduling of duties described in section 10 of agreement

Duties specific to the Lake Proctor Wilderness Area

Patrol entire property trails, fire lines and adjacent roadways a minimum of every other week and report any signs of vandalism or unlawful use to the appropriate authorities and Natural Land staff.

Mow and weedeat entrance (parking) area at least every other week during the growing season.

Police the parking area and adjacent roadside for trash and debris at least once weekly.

Restock trail maps and empty trash at kiosk as needed.