



MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	PARK MANAGER LEASE AGREEMENT	TYPE AGENDA ITEM	CONSENT
DATE REQUESTED	JULY 7 1998	DATE SUBMITTED/REVISED	JUN 15 1998
BRIEFINGS?/WHO?	NONE	CONSEQUENCES IF DEFERRED	RANGER CANNOT MOVE IN TO RESIDENCE
DEPARTMENT/DIVISION	PARKS & RECREATION RECREATION	AUTHORIZED BY TITLE	DANIEL P. HOPKINS DIRECTOR 
CONTACT PERSON TELEPHONE/EXTENSION	DANIEL P. HOPKINS/NANCY HILL 5923	PRESENTER/TITLE TELEPHONE/EXTENSION	DANIEL P. HOPKINS DIRECTOR 5923
ADMINISTRATIVE APPROVAL 			

ACTION DESIRED

INDICATE WHETHER ¹REPORT or ²DISCUSSION, ³FORM OF MOTION, or ⁴OTHER ACTION REQUIRED:

AUTHORIZATION FOR THE CHAIRMAN TO EXECUTE THE PARK MANAGER RESIDENCE LEASE AGREEMENT AND DISCLOSURE FORM WITH PARK RANGER PAUL DANNY SMITH FOR HIS PERIOD OF EMPLOYMENT

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

BOARD OF COUNTY COMMISSIONERS IS AUTHORIZED ENTITY TO ENTER INTO AGREEMENT

BACKGROUND/DISCUSSION

- 03/19/96 - BOARD APPROVED THE APPOINTMENT OF A PARK RANGER TO RESIDE AT DUETTE PARK.
- 06/30/98 - PARK RANGER RESIDENCE LEASE AGREEMENT WAS UPDATED BY THE COUNTY ATTORNEY.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) YES

1) IF "NO" TO ABOVE:

A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT

2) IF "YES" TO FIRST QUESTION IN THIS SECTION:

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

ENTIRE MATTER HAS BEEN REVIEWED AND ALL SUGGESTIONS HAVE BEEN INCORPORATED

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER **MUST BE ATTACHED** (If comments were verbal, so indicate.)

ENTIRE MATTER HAS BEEN REVIEWED AND ALL SUGGESTIONS HAVE BEEN INCORPORATED

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
LEASE AGREEMENT DISCLOSURE FORM CAO MEMO	PLEASE RETURN EXECUTED AGREEMENT TO PAUL APPROVED IN OPEN SESSION
COST N/A	SOURCE (ACCT# & NAME) N/A JUL 07 1998
COMMENTS NONE	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA



Office of
**MANATEE COUNTY
ATTORNEY**

* Board Certified City, County & Local Government Law
† Board Certified Civil Trial

Teddy N. Williams, Jr., County Attorney
Mark P. Barnebey, Chief Assistant County Attorney*
Paul G. Bangel, Senior Assistant County Attorney*
William C. Henry, Senior Assistant County Attorney for Risk Management
Patricia McVoy, Senior Assistant County Attorney*
James A. Minix, Senior Assistant County Attorney†
Mitchell D. Palmer, Senior Assistant County Attorney
Jeffrey N. Steinsnyder, Senior Assistant County Attorney*

via facsimile (742-3972)

MEMORANDUM

DATE: June 30, 1998
TO: Daniel P. Hopkins, Director, Parks & Recreation Department
FROM: Patricia McVoy, Senior Assistant County Attorney *PM*
RE: **Park Ranger Lease; CAO File 1140-075** *6/30/98*

We have prepared two original Leases for your use, along with a Lead Paint Disclosure Form. The Board should sign the Disclosure Form when they authorize execution of the Lease. The Disclosure Form should then be completed by the tenant when the lease is returned. The pamphlet, which we only have one copy of, must also be given to the tenant. We are holding all documents in our office for you to pick up on Wednesday, July 1, 1998.

Please contact me if you have any questions or if I can be of any further assistance.

PM/klm
Attachments - as stated

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Office of County Attorney
1112 Manatee Avenue West, Suite 969, P.O. Box 1000, Bradenton, FL 34206

(941) 745-3750 • fax (941) 749-3089

**RESIDENTIAL LEASE
BETWEEN
MANATEE COUNTY
AND
PAUL DANNY SMITH, PARK RANGER**

This is a lease between MANATEE COUNTY (hereafter referred to as "COUNTY") and PARK RANGER PAUL DANNY SMITH, a Park Ranger employed by the County (hereafter referred to as "RANGER").

WHEREAS, the Board of County Commissioners of Manatee County (hereinafter "COUNTY") has determined that it is necessary and in the best interests of the COUNTY to provide for the presence of a uniformed Park Ranger and Patrol Vehicle within the boundaries of Duette Park on a regular basis to enhance surveillance and management responsibilities and has required RANGER to occupy and reside on the property described herein; and

WHEREAS, the security of Duette Park can more reasonably be secured and protected by the assignment of a Park Ranger to work and live in the area.

NOW, THEREFORE, in consideration of the above promises and the covenants and provisions contained herein, the parties agree as follows:

1. The COUNTY hereby leases to RANGER and the RANGER hereby leases from COUNTY the property in Manatee County, Florida, located at 2649 Rawls Road, Parrish, consisting of a house and the surrounding property to Rawls Road on one side and extending for 100 feet on all other sides (hereinafter the "PREMISES").

2. Term & Termination: The term of this Lease shall commence on the 15th day of July, 1998, and may be terminated by COUNTY by providing RANGER with written notice one (1) month prior to the date on which the Agreement is terminated or upon change in RANGER's employment by COUNTY. "Change in RANGER's employment" as used herein refers to

termination by COUNTY, a change in RANGER's job description, transfer to a different position or any other change pursuant to which RANGER is no longer required to occupy the PREMISES as a result of actions of the COUNTY, but excludes termination or resignation or other changes in employee's status at the request of RANGER. In the event of a change in RANGER's employment status by COUNTY, RANGER's right to occupy and reside on the PREMISES shall terminate as of the last day of the next full pay period after the effective date of the change in RANGER's employment. In the event RANGER resigns or voluntarily terminates employment or changes his employment status with the COUNTY, then RANGER's right to occupy the PREMISES shall terminate as of the date RANGER's employment terminates or employment status changes.

3. Holding Over: If RANGER fails to vacate the PREMISES upon termination, RANGER shall be responsible for all damages, losses and costs incurred by COUNTY, including but not limited to all attorney fees, court costs, and costs of any nature associated with the eviction and removal of RANGER, and RANGER shall pay double the agreed to daily rental rate of \$20.00 for each day or portion thereof RANGER continues to occupy the PREMISES after termination.

4. Consideration: RANGER accepts the PREMISES as part of the terms and conditions of his employment and shall not be required to pay rent except as otherwise provided herein.

5. RANGER shall not assign any right granted herein and shall not sub-lease the PREMISES.

6. Use: It is understood and agreed between the parties hereto and RANGER covenants that said PREMISES during the continuance of the Agreement shall be used and occupied for residence, and small personal garden and for no other purpose or purposes. The RANGER agrees to cause the PREMISES to be operated for such use during the entire term of this Agreement, unless

prevented from doing so by causes beyond RANGER's control, and to conduct his actions at all times in a reputable manner. This Agreement is made on the express condition that the PREMISES shall be used only in conformance with applicable laws and ordinances. RANGER shall not make or permit any offensive or unlawful use of said PREMISES. All rights of RANGER hereunder may be terminated by the COUNTY in the event the PREMISES are used in any manner not authorized herein.

7. Surrender: Upon termination of this Lease, RANGER shall surrender and deliver the PREMISES in good order, condition and repair, and shall restore the PREMISES and all improvements located thereon to a condition equal to the condition that existed at the time RANGER entered into this Agreement, normal wear and tear excepted. Any personal property, fixtures and improvements of RANGER that shall remain on the PREMISES after the termination of this Lease, at the option of the COUNTY, may be deemed to have been abandoned and may either be retained by the COUNTY or disposed of without accountability, except the COUNTY may charge RANGER for the expense of such disposal.

8. Damage or Destruction (Personal Property): The responsibility for insuring against loss of or damage to any personal property of RANGER placed or stored on the PREMISES shall be borne by RANGER and RANGER shall not look to the COUNTY for any damage or loss during the term of this Lease.

9. Risk of Loss: All risk of loss of or damage to the PREMISES from fire, wind, storms and other perils, and all responsibility for insuring against such losses shall be borne by COUNTY. The COUNTY shall not be responsible for any loss, or for insuring against any loss by fire or other casualty, of personal property, fixtures, furniture or equipment belonging to RANGER. Should all

or part of the leased PREMISES be rendered untenable and incapable of use, by fire or other casualty, COUNTY may, at its option, (1) make necessary repairs, (2) terminate this Lease immediately, or (3) permit Park Ranger to continue under this Lease without making repairs.

10. Utilities: RANGER shall initiate, contract for and obtain in RANGER's name, electricity and trash removal services and RANGER shall pay all costs associated with these services promptly upon notice that such charges are due. COUNTY shall be responsible for providing a safe source of potable drinking water and the provision of a septic tank and the maintenance of such service, except to the extent any well or septic tank is damaged by the negligence of RANGER. Any other utilities or services necessary or desirable shall be contracted for and paid for by RANGER.

11. Improvements: RANGER shall make no improvements or alterations, including any changes in landscaping. Any such improvements and alterations shall be in a workmanlike manner and in compliance with all applicable Federal, State and local laws and requirements. Improvements or alterations of the PREMISES shall remain with the PREMISES without compensation to RANGER.

12. Repairs and Maintenance: RANGER shall be responsible for maintenance of the PREMISES and keeping the PREMISES in good order and repair. Such maintenance shall include maintenance of the lawn and landscaped areas adjacent to the residence; the interior of the residence, including carpets and floor coverings, interior walls and wallpaper, wood and painted surfaces, doors and trim, which shall be kept in a clean condition, free of soil, stains, odor and burns. No change or alteration in the existing colors of the painted exterior and interior surfaces or roofing shall be permitted. RANGER has examined the PREMISES and found the PREMISES to be free of any deficiencies or defects in the condition of the PREMISES or any damage to, or unclean condition

of any fixture, appliance or improvement on the PREMISES. COUNTY shall be responsible for maintenance of the structure, appliances, heating, electrical, mechanical and plumbing, except for damages caused by RANGER.

RANGER will not make any alterations, improvements or additions in or to the PREMISES, or install any equipment of any kind that will require any alteration of or addition to, or additional use of the water, heating, air-conditioning, or electrical or other building systems or equipment.

RANGER shall promptly pay for all charges of labor, services and materials used in connection with any improvements or repairs to the PREMISES undertaken by RANGER. Any mechanics liens against the PREMISES, arising out of work performed by or for RANGER are hereby expressly prohibited and in the event of the filing of any Claim of Lien, RANGER shall promptly satisfy same or secure it by a bond; and RANGER shall in any event protect COUNTY's interest in the underlying real estate and shall hold COUNTY harmless against any such claims.

13. Possession: RANGER shall be granted possession of the PREMISES immediately upon the commencement date of this Agreement and shall be entitled to full use of said PREMISES. All terms and conditions set forth herein shall immediately commence upon the signing of this Agreement by all parties.

14. Indemnification: RANGER shall indemnify, keep and save harmless the COUNTY, their agents, officials and employees, from and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including court costs and attorney fees, which may accrue against the COUNTY as a consequence of entering into this Lease, or which may result from the activities of RANGER, RANGER's family members, agents, assigns, invitees or other persons

using the PREMISES under the terms of this Lease, except for claims arising out of any willful or negligent acts of COUNTY.

The indemnity hereunder shall continue until such time as any and all claims arising out of RANGER's activities and operations under the terms of this Lease have been finally settled, regardless of when such claims are made. In the event that any action, suit or proceeding is brought against the COUNTY upon any liability arising out of this Lease, the COUNTY shall promptly give notice thereof, in writing, to RANGER, by certified mail, return receipt requested.

15. Liability Insurance: RANGER shall procure and maintain liability insurance throughout the term of the Lease. Such insurance shall name Manatee County as an additional insured and shall provide coverage for any claim or judgment by any one person in an amount of no less than One Hundred Thousand (\$100,000.00) Dollars, or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the COUNTY arising out of the same incidents or occurrence in an amount of at least Two Hundred Thousand (\$200,000.00) Dollars. Certificates of Insurance evidencing the insurance coverage required herein shall be on such form as is acceptable to COUNTY's Risk Manager and shall be filed with COUNTY's Risk Manager prior to occupancy of the PREMISES.

16. Access: The COUNTY shall have the right to inspect the PREMISES from time to time to determine its condition provided that notice has been given to RANGER at least forty-eight (48) hours prior to such inspection. This requirement may be waived by the COUNTY's Risk Manager if such insurance is not available.

17. Pets: A limited number of personal pets and domestic animals will be permitted on the PREMISES with the written permission of the COUNTY's agent, providing RANGER has made suitable arrangements to provide for the control of fleas and pests.

18. Enforcement of Lease: All terms and conditions of this Lease may be enforced by the COUNTY and RANGER in accordance with all applicable provisions of law.

19. Default: If the RANGER should fail to keep and perform any of the terms, covenants, conditions or provisions in this Agreement to be kept and performed by the RANGER, COUNTY shall notify RANGER of the default and its demand to cure the default. Upon receipt of notice RANGER shall have fifteen (15) days from the date of receipt to cure a default, or if the default could not reasonably be cured within fifteen (15) days, to commence or take such steps as are necessary to cure such default, and pursue the cure continuously until the default is finally cured. Upon RANGER's failure to either cure a default or to take steps that are necessary to cure a default, the COUNTY may declare the term ended and re-enter the PREMISES and retake possession of the PREMISES by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The RANGER covenants and agrees that upon termination of the term, the RANGER will immediately surrender and deliver up the PREMISES peaceably.

In the event RANGER defaults as set out above or elsewhere in this Agreement, all reimbursements of monies due from RANGER shall become immediately due and payable in full and if not so paid, may be withheld from any sums due RANGER from COUNTY. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover all damages and costs, including attorneys fees and costs.

20. Signs: RANGER agrees that no signs other than identifying the address and residential occupant may be installed on the PREMISES.

21. Radon: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additionally information regarding radon and radon testing may be obtained from your county health department.

22. Lead Paint: COUNTY and RANGER have signed a Lead Disclosure Form, attached hereto as Attachment 1.

23. Authority to Execute: Each of the parties covenant that it has lawful authority to enter into this Lease.

24. Notice and Agents: Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same is received if hand-delivered or at the time that the same shall be deposited in the United States mail, postage prepaid, addressed as provided below until either party provides written notice of a different agent or address:

If to COUNTY:	Manatee County c/o Director of Parks & Recreation Post Office Box 25010 Bradenton, Florida 34206
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If to RANGER:	Paul Danny Smith 2649 Rawls Road Parrish, Florida 34206
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25. Employment: The terms and conditions of RANGER's employment shall not be altered or changed by this Agreement but shall continue to be governed by the laws, rules,

regulations, policies and procedures of the COUNTY and the rights of the Board of County Commissioners to amend or modify such laws, rules, regulations, policies and procedures.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed on the date below given.

WITNESSES:

RANGER:

Date: _____

ATTEST: R. B. SHORE

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: _____
Clerk of the Circuit Court

By: _____
Chairman
Date: _____

Sample Disclosure Format for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.
_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date
_____	_____	_____	_____