

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 16, 2008

Division: Public Works

Bulk Item: Yes No

Department: Facilities Maintenance

Staff Contact Person/Phone#: John King/292-4531

AGENDA ITEM WORDING: Approval to terminate Lease Agreement with a Sheriff's Deputy at Location "A" and approval of a new lease with the Sheriff's Deputy to reside at Location "B" with rent of \$402.00 per month.

ITEM BACKGROUND: Due to upcoming construction of the Big Pine Fire Station, the fire rescue personnel needs to be relocated. The most suitable location for them is the house currently occupied by a Sheriff's Deputy. The Deputy has agreed to be temporarily relocated to another location, and staff recommends that the Deputy's rent remains at his current amount of \$402.00 per month instead of the previously BOCC approved higher rate of \$6.00 per square foot. When the new fire station is completed, the Deputy will be relocated to his original location.

PREVIOUS RELEVANT BOCC ACTION: On August 15, 2007, the Board approved the lease agreement with the Sheriff's Deputy for residential housing at Location "A".

CONTRACT/AGREEMENT CHANGES: New lease for one (1) year, commencing February 1, 2008, and terminating January 31, 2009, at \$402.00 per month.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A

BUDGETED: Yes No

COST TO COUNTY: \$0.00

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** \$402.00 **YEAR** \$4,824.00

APPROVED BY: County Atty. OMB/Purchasing Risk Management

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

**RESIDENTIAL LEASE
WITH LAW ENFORCEMENT OFFICER**

This Agreement is made and entered into by the parties, MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, ("County"), and [REDACTED], a Law Enforcement Officer(s) of the Monroe County Sheriff's Office, ("Officer").

WITNESSETH:

WHEREAS, the County owns a residential premises ("premises") situated at [REDACTED]

[REDACTED] Monroe County, Florida and;

WHEREAS, the County believes the presence of a law enforcement officer residing at the premises described in this agreement would deter vandalism and theft at the premises, and;

WHEREAS, the Officer desires to provide the law enforcement protection required under this agreement and further desires to reside on the premises, and;

WHEREAS, the County has decided that at the present time it is in the County's best interest to enter into a lease with the Officer(s) to provide the deterrence described;

Now, therefore, the parties agree as follows:

1. **PROPERTY.** County leases to the Officer the premises which is commonly known as [REDACTED], Monroe County, Florida.
2. **TERM.** The term of this agreement is one year commencing on **February 1, 2008** and running through **January 31, 2009**. There is no automatic renewal of this agreement. In the event that the Officer does not vacate the premises and surrender them to the County upon termination of the Agreement, Officer will be liable for rent at a rate of \$20.00 (Twenty Dollars) per square foot per month prorated for the time he/she continues to occupy the property, as well as County's expenses and reasonable attorney fees in obtaining possession of the property.
3. **USE.** The premises and shall be used solely for the purpose of a residential premise. If the premises are used for any other purpose, the County shall have the option of immediately terminating this agreement. The Officer shall not permit any use of the premises in any manner that would obstruct or interfere with any County function our duties.

The Officer will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. The Officer shall not cause, or allowed to be caused, any nuisance or objectionable activity of any nature on the premises. The Officer will not use or occupy said premises for any unlawful purpose and will, at the Officer's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises. The Officer acknowledges that if he or she ceases to be employed as a law enforcement Officer during the term of the lease, for any reason whatsoever, the lease is terminated.

Officer covenants and agrees that he will during the term of the Lease keep the premises in a good state of repair and in the current condition, and that upon the expiration of the lease he or she will return the premises to the same good state of repair as when he or she moved into the premises.

The Officer agrees that only his or her immediate family or an approved non-law enforcement roommate shall occupy the premises.

The Officer agrees to clean the premises at the end of the lease and to return it to the same condition that it was in when the Officer accepted the house. The Officer agrees to pay any fees that the County incurs to clean the premises if necessary after the officer vacates the premises.

4. **RENT AND SECURITY DEPOSIT.** For the use of the premises, the Officer shall pay the County the current rent for the [REDACTED] of Four Hundred and Two Dollars (\$402.00) per month, said payment due on the first day of the month. The Officer shall pay a security deposit in the amount equal to one months rent to the County prior to occupancy. The monthly payment shall be remitted to the Monroe County Clerk of Courts, Finance Department, 500 Whitehead Street, Key West, FL 33040.

5. **UTILITIES.** The Officer shall pay for the utilities including water, sewer/septic, electricity and solid waste collection. The cost of connections for the above described utilities shall be at the expense of the County.

The Officer shall arrange for and provide residential electric service, telephone service, and cable television service, at his or her own expense. The cost of connections for residential telephone service and cable television service shall be paid for by the Officer.

6. **CONDITIONS.** The Officer further agrees that, during the term of this agreement, the Officer is and will remain:

- a) Certified as a regular, fulltime law enforcement Officer by the Florida Criminal Justice Standards and Training Commission;
- b) a Deputy employed by the Monroe County Sheriff's office and empowered to make arrests under the laws of the State of Florida;

c) he or she will not sub-lease the premises nor assign any obligation, benefit or duty created under this Agreement, without written consent of the County.

d) he/she shall have a letter of permission from his/her Agency Head permitting Officer to execute Agreement which shall be attached to this Agreement as **Exhibit "A"**.

7. **DUTIES AND REPORTING.** The Officer shall, at least twice each 24 hour period, conduct an inspection and walk through of the property, and shall check for any signs of theft, vandalism, and shall question, and if necessary remove, any unauthorized or suspicious persons found on site.

The Officer shall also note in writing any damage, safety hazards, civil or criminal activity observed during his or her inspection and shall inform the Division Director of the County's Public Works Department of any such hazards in writing within 2 days or immediately if the inspection reveals a criminal act, or possible danger to a member of the public.

In addition to the above, a regular report on the inspections shall be forwarded to the Officer's superior and to the Division Director of Monroe County Public Works on the last day of each month or within 5 days thereof. The report shall contain the date and time of the inspection, what the inspection found, whether a citation or arrest report, or Notice to Appear or any other instrument was issued, a copy of any document issued shall be attached to the report, a notation as to the action taken by the Officer, and when remedied a notation of what was done.

8. **TERMINATION BY COUNTY.** This Agreement may be terminated before the expiration of a one year term, with or without cause and in the sole discretion the County, upon

- a) 60 days written notice by the County to the Officer,
- b) 30 days written notice by the County to the Officer when;
 - i) The Officer has left the employee of the Monroe County Sheriff's Office;
 - ii) The Officer is no longer certified as required by this agreement;
 - iii) The Officer fails to timely pay the County the amount described in this Agreement or fails to obtain or to keep telephone service as required under this Agreement;
 - iv) The Officer fails to conduct the walk around inspections required by this Agreement or fails to inform Monroe County Public Works of any observed safety hazards as required under this Agreement;
 - v) The Officer leases the premises or assigns any interest without the required consent under this agreement;
- c) 15 days notice by the County to the Officer in an emergency situation.

9. **TERMINATION BY OFFICER.** The Officer may terminate this Agreement upon 30 days written notice to the County if he or she transferred to a substation whose location would make it impractical to continue to reside at the residence or if the Officer leaves the employ of the share of the Monroe County Sheriff's Office; or upon 15 days notice by the Officer to the County in an emergency situation.

10. **INSURANCE AND HOLD HARMLESS.** The Officer agrees to carry \$10,000 (Ten Thousand Dollars) in personal liability coverage on the premises and shall provide evidence thereof by Certificate of Insurance. Officer will notify County upon receipt of any notice of reduction or termination of such insurance, and shall immediately obtain replacement insurance.

The Officer agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, or in connection with or by reason of the Officer utilizing property governed by this Agreement, except for such claims as may occur due to the Officer's performance of duties under section 8 of this Agreement.

11. **DAMAGE TO ANIMALS OR PLANTS BY PET(S).** The Officer shall have sole responsibility for any damage, harm, nuisance, claim or other liability which arises as result of the Officer(s) keeping pets or other animals on the premises, including the parking area upon which the rental premises is situated. This provision especially applies to the taking of endangered or threatened species of animals as a result of the action of the Officer's pet(s). Officer shall maintain proper restraint safeguards to ensure against takings and shall be solely liable for takings which occur; regardless of the degree of care the Officer has exercised to prevent any takings. Any repairs shall be paid for by the deputy within thirty (30) days of being given notice by the County of the cost of the damages.

12. **ALTERATIONS AND/OR MODIFICATIONS.** If Officer wishes to make any modifications or alterations to the premises he/she must first make the request in writing to the County, and receive written permission from the Division Director of Monroe County Public Works prior to making any alterations and/or modifications.

13. **NOTICE.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

For the County:
Dent Pierce
Division Director
Public Works
1100 Simonton Street
Key West, FL
Telephone: 305-292-4560

For the Officer:

Signature of Officer

Print Name

Address

City, State Zip

Telephone

14. **ATTACHMENTS.** The following documents are required to be attached to this Agreement:

- a) EXHIBIT A: Letter from Officer's Agency Head permitting Officer to execute Agreement.
- b) EXHIBIT B: Certificate of Liability Insurance
- c) EXHIBIT C: Copy of Officer's CJATC Certificate

This Agreement shall not be effective until signing by all parties and by attaching all fully completed Exhibits to the Agreement.

15. **OFFICER NOT AN AGENT OR EMPLOYEE OF THE BOARD:** It is specifically agreed that the Officer is not an agent or employee of the Board of County Commissioners; that the Officer agrees that he/she is not entitled to worker's compensation coverage, unemployment compensation, health or life insurance, retirement benefits, or social security benefits because of this Agreement; and that any acts performed under this Agreement by the Officer are strictly in his/her capacity and under his/her authority as a law enforcement Officer. This provision is not meant to limit the Officer's authority to make arrests, investigate alleged or actual crimes, or to enforce the state laws, and County Ordinances.

16. **WHOLE CONTRACT AND WAIVER.** This Agreement is the whole Agreement between the parties, and no prior or contemporaneous oral or written communications are part of the Agreement. If the County waives any breach of the contract, that waiver shall not waive the covenant or conditions breached not any later breach of any or part of the contract.

17. **MODIFICATIONS.** If the Officer wishes to make any modifications or alterations to the premises, he/she must first make the request in writing to the County, and receive permission from the Division Director of Public Works prior to making any alterations.

18. **GOVERNING LAWS/VENUE.** This Agreement shall be governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this agreement must be in Monroe County, Florida. The County and Officer specifically agree that neither the provisions of Chapter 733, Florida Statutes (Mobile Home Park Lot Tenancies) nor the provisions of Chapter 513, Mobile Home and Recreational Vehicle Parks) are to be applied as governing this Agreement or use as constructing provisions of this Agreement.

19. **MEDIATION.** The parties agree to mediate any disputes under this agreement, and further agree that they will not arbitrate any disputes.

20. **SEVERABILITY.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

Attest: DANNY L. KOLHAGE, CLERK BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy/Clerk

By: _____
Mayor Charles "Sonny" McCoy

WITNESS for DEPUTY:

DEPUTY:

Signature

Deputy Signature

Print Name

Print Name

WITNESS for DEPUTY:

Signature

Print Name