

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 15, 2007

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

Staff Contact Person: John W. King

AGENDA ITEM WORDING: Approval to enter into a one-year residential lease agreement with [redacted] to continue residing in the [redacted].

ITEM BACKGROUND: [redacted] was first recommended by the Sheriff's office to lease the [redacted] last year. That lease is now terminating and the Sheriff's office has again recommended him for another lease.

PREVIOUS RELEVANT BOCC ACTION: On July 19, 2006, the BOCC approved a one-year lease with [redacted].

CONTRACT/AGREEMENT CHANGES: New Residential Lease

STAFF RECOMMENDATIONS: Approval

TOTAL COST \$ N/A

BUDGETED: Yes No

COST TO COUNTY: \$ N/A

SOURCE OF FUNDS: Revenue

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

APPROVED BY: County Atty. *CLH* OMB/Purchasing *PO* Risk Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MEMORANDUM

DATE: July 23, 2007

TO: Dent Pierce, Division Director
Public Works

FROM: John W. King, Sr. Director
Lower Keys Operations

RE: Agenda Item – August 15, 2007 BOCC Meeting
[REDACTED]
[REDACTED]

[REDACTED] was first recommended by the Sheriff's office to lease the [REDACTED] last year, and the BOCC approved the lease at the [REDACTED] meeting. That lease is terminating and the Sheriff's office has again recommended [REDACTED] to continue leasing the [REDACTED] [REDACTED]

I hereby request to enter into a one-years residential lease agreement with [REDACTED] to reside in the [REDACTED]

JWK/jbw

Enclosures

**RESIDENTIAL LEASE
WITH LAW ENFORCEMENT OFFICER**

[REDACTED]

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 on the second floor of Operations Building, commonly known as [REDACTED] located on [REDACTED] an unrecorded subdivision on [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 situated on the [REDACTED] commonly known as [REDACTED] located on [REDACTED], an unrecorded subdivision on [REDACTED], Monroe County, Florida.

2. **TERM.** The term of this agreement is one year commencing on **AUGUST 2, 2007** and running through **AUGUST 1, 2008**. 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 rent 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 am 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 are 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 are 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

[REDACTED]
City, State Zip

[REDACTED]
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 Mario Di Gennaro


WITNESS for DEPUTY:

J B Walters
Signature

JOB WALTERS
Print Name

DEPUTY

Deputy Signature


Print Name

WITNESS for DEPUTY:

Nancy Johnson
Signature

Nancy Johnson
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 08-08-2007

Sheriff



Monroe County Sheriff's Office

Richard D. Roth, Sheriff

5525 College Road

Key West, Florida 33040

(305) 292-7000 FAX: (305) 292-7070 1-800-273-COPS

www.keyssso.net

SUBSTATIONS

Freeman Substation
30950 Overseas Hwy.
Clayton Key, FL 33042
(305) 745-3184
FAX (305) 745-3761

Marathon Substation
3103 Overseas Hwy.
Marathon, FL 33050
(305) 289-2430
FAX (305) 289-2497

Islamorada Substation
57000 Overseas Hwy.
Islamorada, FL 33066
(305) 853-7021
FAX (305) 853-9372

Roth Building
50 High Point Road
Lavernier, FL 33070
(305) 853-3211
FAX (305) 853-3205

DETENTION CENTERS

Key West Det. Center
5501 College Road
Key West, FL 33040
(305) 293-7300
FAX (305) 293-7353

Marathon Det. Facility
981 Ocean Terrace
Marathon, FL 33050
(305) 289-2420
FAX (305) 289-2424

Plantation Det. Facility
53 High Point Road
Plantation Key, FL 33070
(305) 853-3266
FAX (305) 853-3270

SPECIAL OPERATIONS

P.O. Box 500975
Marathon, FL 33050
(305) 289-2410
FAX (305) 289-2498

AVIATION DIVISION

10100 Overseas Hwy.
Marathon, FL 33050
(305) 289-2777
FAX (305) 289-2776

COMMUNICATIONS

2796 Overseas Hwy.
Marathon, FL 33050
(305) 289-2351
FAX (305) 289-2493

July 20, 2007

Monroe County Public Facilities Maintenance
3583 South Roosevelt Boulevard
Key West, Florida 33040

Attention: Jo B. Walters

I recommend renewing the lease for [REDACTED] for the Monroe County house located at [REDACTED]

I appreciate your assistance and please feel free to contact me if you have any further questions at 745-3184.

Sincerely,

Captain Chad R. Scibilia
Commander, Sector One



EXHIBIT B

CERTIFICATE OF INSURANCE

REQUESTED

Lawton Chiles
LAWTON CHILES
GOVERNOR

James T. Moore
JAMES T. MOORE, COMMISSIONER
FLORIDA DEPARTMENT OF
LAW ENFORCEMENT

STATE OF FLORIDA
**THE COMMISSION ON
CRIMINAL JUSTICE STANDARDS
AND TRAINING**

Hereby awards to

**BASIC RECRUIT CERTIFICATE
CERTIFICATE OF COMPLIANCE
LAW ENFORCEMENT OFFICERS
740 HOURS**

For having fulfilled the requirements for training
as prescribed in Chapter 943
of Florida Statutes

William A. Liquori
WILLIAM A. LIQUORI, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION

A. Leon Lowry II
A. LEON LOWRY II, DIRECTOR
DIVISION OF CRIMINAL JUSTICE
STANDARDS AND TRAINING