

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

THIS AGREEMENT made and entered into this ___ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter “**COUNTY**”, and **NICHOLAS J. McCLELLAND**, whose address at the time of signing this Agreement is [REDACTED], hereinafter “**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, COUNTY has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

WHEREAS, COUNTY offers a reasonable agreement to provide living accommodations in exchange for work in and around the natural lands properties; and

WHEREAS, CARETAKER is desirous of living in the residence on COUNTY’s [REDACTED] [REDACTED] in exchange for work in and around the property; and

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

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties for the mutual benefit of COUNTY and CARETAKER the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Grant of Use. COUNTY agrees that CARETAKER may reside in and utilize for residential purposes a residence owned by COUNTY that is in compliance with applicable Federal, State, and local laws. The location of said residence is in the [REDACTED], the address of which is [REDACTED], hereinafter referred to as the “Residence”.

Section 3. Rent.

(a) The parties agree that according to U.S. Housing and Urban Development FY 2022 Fair Market Rent Calculation Methodology, the rent for a two (2) bedroom residence in the Orlando-Kissimmee-Sanford metropolitan service area is \$1,422 per month. CARETAKER shall pay rent to COUNTY of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) per month. CARETAKER shall make payments on or before the first (1st) day of each month during CARETAKER’s occupancy of the Residence or elsewhere on the Property more particularly described in attached Exhibit A, which is incorporated by reference and referred to in this Agreement as the “Property”. If CARETAKER fails to provide a monthly rent payment by the fifth (5th) day of each month of Residence, then COUNTY may evict CARETAKER from the Residence or be dismissed as a CARETAKER of the Property. CARETAKER shall make all rental payments payable to the Seminole County Board of County Commissioners. COUNTY agrees 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 11 of this Agreement and Exhibit B attached and incorporated by reference in this Agreement.

(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, 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, CARETAKER shall be subject to eviction or dismissal as caretaker of the Property, as well as termination of this Agreement.

Section 4. Term. The term of this Agreement is from February 1, 2023 to February 1, 2026, notwithstanding the date of execution of this Agreement.

Section 5. Utilities.

(a) COUNTY shall be responsible for providing installation, deposit, and utility connections including electrical, water, and septic that will exclusively accommodate the Residence. CARETAKER shall be responsible for the payment of all charges related to the use of these utilities for the duration of this Agreement.

(b) CARETAKER shall have a land line telephone installed within the Residence and shall keep it operational for the duration of this Agreement. CARETAKER shall be responsible for the deposit required, installation expenses, and all telephone bills. CARETAKER shall make the telephone number available to COUNTY. If CARETAKER has a cell phone, that number shall also be provided to COUNTY.

(c) 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 and cooling system. COUNTY is responsible for replacement of the heating and cooling system if it becomes beyond repairable condition.

Section 6. Utility Lines. COUNTY shall provide for the maintenance and repair of utility lines up to the point of connection to the Residence.

Section 7. Other Improvements. 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 and in writing by COUNTY.

Section 8. Residence Maintenance and Inspection.

(a) CARETAKER shall be responsible for maintaining the Residence, curtilage and immediate grounds, 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) CARETAKER shall keep the exterior of the residence, including the curtilage and yard free and clear of any obstruction, rubbish, or litter and maintain the area in a neat, orderly and attractive manner. CARETAKER shall store tools and objects in the Residence or in an approved shed when not in use.

(c) CARETAKER shall allow COUNTY to inspect all parts of the Residence and to enforce or carry out any provision of this Agreement upon twenty-four (24) hours written notice to CARETAKER, or immediately in case of an emergency. COUNTY shall notify CARETAKER as soon as possible of any emergency entry. CARETAKER shall provide COUNTY with keys to all spaces within the Residence and surrounding area on the Property.

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

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

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

Section 9. Use of Residence.

(a) 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) Motor vehicles are only allowed upon paved roads and driveways. CARETAKER shall only operate motorized vehicles on the Property for patrolling or for the purpose of performing security inspections on the surrounding wilderness area in the Property. No family, friends, or other guests of CARETAKER may operate motorized vehicles on the surrounding wilderness area in the Property.

(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. Failure to remove prohibited vehicles within seven (7) days of written notification from COUNTY shall result in the vehicle being towed from the property at the owner's expense.

(d) A COUNTY-owned off-road utility vehicle such as a golf cart, UTV, or other similar vehicle, may be stored on site and may be used by CARETAKER for the purpose of patrolling, performing security inspections, and performing light maintenance activities. No family or guests of CARETAKER shall ride in, on, or operate said vehicle.

(e) Auxiliary vehicles or vessels such as campers, trailers and boats are prohibited from being stored outside the Residence or other locations on the Property.

Section 10. Family and Guests.

(a) CARETAKER shall be responsible for their own acts and omissions and for the acts and omissions of CARETAKER family members, and guests. CARETAKER, family members, and guests visiting the Residence with CARETAKER consent shall 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.

(b) CARETAKER shall require any adult occupants of the Residence to complete the Caretaker Residence Adult Occupant Form, referred to and incorporated by reference as Exhibit E, for any adult over eighteen (18) years of age residing in the Residence.

Section 11. CARETAKER Duties.

(a) CARETAKER shall assist COUNTY with protection and maintenance of the Residence and the Property. Specifically, 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, for an anticipated minimum time of eight (8) hours per week to include:

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

(2) Acting as a deterrent 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, illegal activities or unusual incidents to COUNTY by providing all appropriate information. CARETAKER shall submit to COUNTY a completed Accident/Incident Loss Report, attached

and incorporated by reference as Exhibit D to this Agreement. Accident/Incident reports must be submitted to COUNTY by email or hard copy within twenty four (24) hours of the incident.

(4) Informing users of the Property when and if they are in violation of applicable user policies.

(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, parking area 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) Notify COUNTY at least forty-eight (48) hours in advance of any planned absence from the Property exceeding twenty-four (24) hours. CARETAKER shall arrange for an area patrol of the Property through the Seminole County Sheriff's Office.

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

(10) Furnishing information or reports regarding the Residence and Property to COUNTY on forms provided by COUNTY as needed or when incidents occur.

(11) Maintaining an accurate account of time spent providing caretaker responsibilities on forms provided by COUNTY, as described in Exhibit C, attached and incorporated by reference to this Agreement.

(b) CARETAKER shall supervise the Property and must immediately report by telephone any trespassers to the proper law enforcement agency and to COUNTY. CARETAKER has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain trespassers on the Property shall only be exercised by duly appointed and sworn law enforcement officers as defined by Section 943.10(1), Florida Statutes (2018), as it may be amended from time to time.

(c) Defined performance of all of duties as outlined in Exhibit B are payments-in-kind for rent, no monetary claims for services furnished by CARETAKER will be honored by COUNTY, unless otherwise expressly agreed to by written amendment to this Agreement.

Section 12. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CARETAKER to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find CARETAKER an employee of COUNTY, and CARETAKER shall be entitled to none of the rights, privileges, or benefits of Seminole County employees, including coverage under COUNTY's workers' compensation insurance program.

Section 13. Termination.

(a) CARETAKER and COUNTY agree 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 termination to the other party

as described in Section 15 of this Agreement. Except as otherwise provided, termination is not effective until thirty (30) days after the delivery of notice to the other party.

(b) 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 COUNTY.

(c) COUNTY, acting through its County Manager or Deputy County Manager, may terminate this Agreement for cause 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 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 COUNTY and shall not create any cause of action or liability for damages against COUNTY.

(d) COUNTY, acting through its County Manager or Deputy County Manager, may also terminate this Agreement for cause 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 CARETAKER failed to perform the required caretaking responsibilities as specified in Exhibit B. In the event that it is later determined that the asserted performance failure did not occur, this Agreement shall be deemed to have been terminated for convenience by COUNTY and shall not create any cause of action or liability for damages against COUNTY.

Section 14. Insurance and Indemnification.

(a) 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. COUNTY may maintain its own protection against such claims arising out of its ownership of the Residence and Property. CARETAKER shall provide proof of current and valid insurance coverage to COUNTY on or before the first day of January each year.

(b) Each party shall defend and bear the responsibility to defend any claims against own negligence. Nothing in this Agreement shall be construed by any person as a waiver of COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes (2018), which may be amended from time to time.

(c) Pets. CARETAKER may maintain a maximum of two (2) pets at the Residence and Property only if approved in advance and in writing by COUNTY. CARETAKER agrees to the following requirements in order to keep an animal at the Residence or on the Property.

(1) Prohibited pets include animals that require a license from the Florida Fish and Wildlife Conservation Commission, large livestock, and non-native species to the Property.

(2) CARETAKER shall have full responsibility to maintain licenses, tags, other registration requirements, and renter's insurance covering pets, relating to pets kept at the Residence or on the Property.

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

(4) CARETAKER agrees to hold harmless, indemnify, and defend 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. CARETAKER agrees to maintain insurance which will protect COUNTY from all liability stemming from existence of such animal at the Residence or on the Property.

(5) CARETAKER shall pay an additional TEN AND NO/100 DOLLARS (\$10.00) per month, per pet, in rental fees.

(6) CARETAKER shall comply with all applicable animal control ordinances, codes, or laws and shall keep any such animal under constant supervision, either penned, leashed, or inside the Residence at all times. CARETAKER shall secure all pets inside the Residence when CARETAKER is not present, including times when CARETAKER is elsewhere on the Property.

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



Section 15. Notices.

(a) Any notice delivered with respect to this Agreement, including rental payment, must be in writing to the following parties and addresses:

As to CARETAKER:

Nicholas J. McClelland



As to COUNTY:

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

(b) All notices must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person designated above, or (ii) when deposited

in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address for the party set forth above, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section.

Section 16. Assignments or Subletting. Neither party to this Agreement shall assign this Agreement or any interest arising, without the written consent of the other party. CARETAKER shall not sublease or offer any short-term rental leasing of the Residence in the absence of express, prior written approval of COUNTY.

Section 17. Ethical Conduct.

(a) 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 provisions of Part III, Chapter 112, Florida Statutes (2018), as this statute may be amended from time to time, relating to ethics in government.

(b) CARETAKER agrees to abide by Section 220.115, Seminole County Code, prohibiting kickbacks or other unethical conduct involving COUNTY personnel. Violations of these ethics provisions will result in immediate termination of this Agreement by COUNTY.

Section 18. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared severable.

Section 19. Modification or Amendment. This Agreement and the Exhibits attached may only be modified or amended by a mutually agreed upon written instrument, executed by both parties.

Section 20. Surrender of Lease Residence.

(a) Upon expiration of the terms of this Agreement or upon the earlier termination of this Agreement, CARETAKER shall peaceably and quietly surrender and deliver the Residence to COUNTY in good order, condition, and repair, except for reasonable wear and tear and damage by fire or other casualty.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Agreement, whichever occurs first, CARETAKER shall not remove any permanent improvements, installations, fixtures, equipment, alterations, and additions, whether originally or subsequently placed in the Residence or on the Property by CARETAKER. Title to these items will and without further act of either party, vest in COUNTY. If requested by COUNTY, CARETAKER at its expense shall remove those items, as requested by COUNTY, from the Residence or Property and promptly repair, at CARETAKER's expense, any resulting damage to the Residence or Property. CARETAKER shall remove such items and make such repairs within the last thirty (30) days of the term or immediately upon any earlier termination of this Agreement. If CARETAKER does not timely remove the items following COUNTY's request to do so under this subsection 20(b), COUNTY may remove them for the account of CARETAKER, and CARETAKER shall promptly reimburse COUNTY for the cost of the removal as Additional Rent upon demand.

(c) At the option of COUNTY, any fixtures or personal property not removed by CARETAKER under this Section 20 on or before the expiration of the Agreement term or earlier

termination of this Agreement will become the property of COUNTY. If COUNTY elects such option, then title to these items will automatically vest in COUNTY without further action of either party.

Section 21. Quiet Enjoyment. COUNTY covenants that so long as CARETAKER pays the rent and performs the covenants under this Agreement, CARETAKER is entitled to peaceful and quiet possession and enjoyment of the Residence for the term of this Agreement, subject to the provisions of this Agreement.

Section 22. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement of the parties, both written and oral, and may not amended, altered, or otherwise modified except in writing signed by the parties.

Section 23. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signature of the parties.



*[The balance of this page is left intentionally blank.
Signatures and attestations begin on the following page.]*

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

WITNESSES:

CARETAKER:

By: _____

NICHOLAS J. McCLELLAND

Print Name

Date: _____

Print Name

STATE OF FLORIDA]

]

COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____, by Nicholas J. McClelland, who is personally known to me or who has produced _____ as identification.



Print Name _____

Notary Public in and for the
County and State Aforementioned

My commission expires: _____

(Signatures and attestations continued on the following page.)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

GLK

12/12/22

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Attachments:

- Exhibit A – Description of Property
- Exhibit B – Schedule of Duties
- Exhibit C – Time Accounting Form
- Exhibit D – Accident/Incident Loss Report
- Exhibit E – Residential Occupants

