



Department of Public Works
SANTA ROSA COUNTY, FLORIDA

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M E M O R A N D U M

TO: Tony Gomillion, County Administrator
FROM: Stephen Furman, Public Works Director
DATE: March 16, 2016
SUBJECT: East Milton Park Caretaker's House

DISCUSSION

Discussion of repairs and future occupancy of the caretaker's house at the East Milton Park.

BACKGROUND

The caretaker's home at the East Milton Park was occupied by a Santa Rosa County Deputy from November 2006 until December 2015. During this time, \$300/month rent was paid to the county. Items needing repair and/or replacement were identified after the deputy moved out of the house. The estimated cost for the repairs is provided in the backup documentation. The Sheriff's Department has identified a new potential renter, but repairs will need to be made prior to occupancy.

If the Board moves forward with a new lease on this property, staff recommends that the needed repairs be approved, with funding coming from the rental payments already received. Also, we recommend that the current lease language be modified to address some of the issues in Ms. Simmons emails dated February 23, 2016.

The county also has resident caretakers at the Benny Russell Park and the Navarre Marine Beach Park. The rental rates are different for each of the properties because the accommodations are substantially different.

Stephen Furman

From: Stephen Furman
Sent: Tuesday, March 15, 2016 2:45 PM
To: Stephen Furman
Subject: FW: East Milton Park Caretaker House - Budget Request
Attachments: East Milton Caretaker - Criazzo.pdf; East Milton Caretaker House.docx

From: Tammy Simmons
Sent: Tuesday, February 23, 2016 10:54 AM
To: Stephen Furman <StephenF@santarosa.fl.gov>; Tony Gomillion <TonyG@santarosa.fl.gov>; Jayne Bell <JayneB@santarosa.fl.gov>
Cc: Henry Brewton <HenryB@santarosa.fl.gov>; Sabrina White <sabrinaw@santarosa.fl.gov>; Emily Spencer <emilys@santarosa.fl.gov>; Sonja Lusk <SonjaL@santarosa.fl.gov>
Subject: RE: East Milton Park Caretaker House - Budget Request

Attached you will find the agreement with Denae Criazzo which was the last caretaker at East Milton Park. Denae was in the home from November 16, 2006 until December 31, 2015, 40 months. Also attached is a word document prepared by Building Maintenance on the cost to prepare the East Milton Park Caretaker House for a new tenant. The total cost to make repairs is \$11,918; the lease was \$300 per month for a total revenue for her term of \$36,600.

In the past the Sheriff has submitted names of deputies for the caretaker homes; the theory was a deputy vehicle would be at the home for the presence of a deputy on site. Denae originally started with a deputy vehicle but within the last 3-4 years was driving an undercover vehicle. I have always felt that if the county has an employee that could benefit from the arrangement which includes responsibilities for the tenant; we should include them as potential tenants. The lease list caretaker responsibilities as well as county responsibilities.

One of the main concerns that I have had in the past is with animals and smoking within the home. The agreement addresses both issues; however, I have never had a tenant request permission to keep an animal inside. The last two tenants at East Milton had indoor animals based on the condition of the carpet and rooms they kept them in. Many times a deputy will have a service animal, which are typically large and kept within the home. The agreement states the home shall be a non-smoking environment. The county has no mechanism for inspections during the time a tenant is in a home. While Denae was not as responsive to myself; it is my understanding that she was very responsive to the East Milton Youth Association when they called upon her. In the beginning Denae was very responsive to the county but as time went by, she became less and less; as a matter of fact, the county Parks Department cleaned her yard including removing dead limbs prior to her moving out as the place became unsightly and my request to clean went ignored.

On the other hand, the caretaker at Benny Russell is very responsive, he responds to all emails and has never declined to perform any requested assignments.

Building Maintenance has reported to me that the caretaker at Benny Russell has a dog, the dog is confined to the front porch, which they report creates a smell. Outdoor pets are addressed; however, only with making sure the tenant provides adequate fence, adequate shelter and current on all vaccinations.

We have a caretaker located at Benny Russell Park and at the Navarre Beach Park. The Navarre Beach Division handles the Navarre Beach caretaker.

Guidance related to the overall tenant agreements:

- Some type of inspection of the home for cleanliness, animal issues, maintenance upkeep on a routine basis.
- Reasonable response time from tenant to county communications.
- Some type of reporting on responsibilities of tenant: lock/unlock of facility, inspection of facility, etc.

Tammy C. Simmons
Santa Rosa County Board of County Commissioners
Administrative Services Manager
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Milton, FL 32583
850-983-1858 Phone
850-623-1331 Fax

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

East Milton Caretaker House
Repair Estimates

New AC System	Bryant	\$5,035
	Goodman	\$4,685
Carpet		\$3,058
Doors		\$950
Paint		\$650
Window Pane		\$125
New Electrical Service (B&W)		\$1,050 Pipe/Wire
		\$1,450 Meter Can, Pipe, Wire
Miscell		\$650
(Flood Lights, Ceiling Fans, Vinyl Shutters)		

CARETAKER AGREEMENT

STATE OF FLORIDA,

COUNTY OF SANTA ROSA

WHEREAS, Santa Rosa County, Florida by and through its Board of County Commissioners operates and maintains that certain property known as the East Milton Park for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render service to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and the responsibilities for same may be performed through the retention of an independent contractor,

NOW, THEREFORE, THIS AGREEMENT, made between Santa Rosa County, Florida, by and through its Board of County Commissioners, as owner, hereinafter referred to as the "County", and Denae Criazzo, as an independent contractor, hereinafter referred to as "Caretaker".

WITNESSETH:

I. The County does hereby agree and contract with the Caretaker whereby Caretaker is required to furnish labor, security service, and maintenance to the area known and designated as East Milton Park as shown in Exhibit A, which shall consist of the hereinafter designated contractual duties:

(A) Caretaker shall be responsible for maintenance of the grounds around the Caretaker's dwelling by mowing the grass and keeping the area free and clear of litter.

(B) Caretaker shall be allowed to occupy and use the home located on the premises for his residence and the fenced in yard surrounding said home. Caretaker shall be responsible for all utilities and said accounts shall be in Caretaker's name.

(C) Caretaker shall acquire and maintain liability insurance for the home.

(D) The home shall be a non-smoking environment.

(E) Caretaker shall be responsible for the maintenance of security of the premises which shall include the locking and unlocking of the entrance gate at opening and closing hours, making sure park and buildings are secured (locked). This shall include reasonable inspection of all areas of the park on a regular basis. Unusual or suspicious activity shall be investigated and promptly reported to the County in a timely manner, or to the Sheriffs Department, if warranted, and written reports of the activity submitted to the County on the first working day following the incident.

(F) Caretaker shall check all entrances and exits after the closing of the park each day.

(G) Caretaker shall be required to turn on the lighting to the various facilities, when scheduled, and shutting it off after each use.

(H) Caretaker shall maintain the area around Caretaker's home and the fenced yard adjacent thereto in a clean and orderly condition.

(I) Caretaker shall be responsible for the maintenance of the grounds, pavilion, restrooms, recreational areas, and other facilities located on the park as scheduled and designated by the County.

(J) Caretaker shall keep no livestock on the premises. Domestic animals shall be limited to dogs or cats, with a limit of two (2). All domestic animals shall be confined within an adequate fence and adequate shelter shall be provided for the animals. Any indoor pets must be

approved by the county. Shelter(s) shall be provided at the expense of the Caretaker and shall remain the responsibility of the Caretaker. Any animal kept on the premises shall be kept current on all vaccinations, tests, and/or other health-related requirements, as required by Santa Rosa County.

(K) Caretaker shall adhere to and enforce all policy regulations as established by the Santa Rosa County Board of Commissioners.

(L) Caretaker shall not be permitted to operate any business, business service, or any activity that might be considered as a service for profit, utilizing any portion of the County property, the address of the park, or the telephone number of the park, for a business address, or any form of advertising for a business.

(M) Caretaker shall limit vehicles kept on the premises to personal vehicles of the Caretaker or his/her immediate family. Junk and/or abandoned vehicles shall not be permitted to remain on the property.

(N) Caretaker shall permit immediate family only to live in the home for extended periods of time (extended is defined as being in excess of sixty (60) days) unless permission is requested and obtained from the County. This shall not restrict normal visits from family and friends.

(O) Caretaker shall be held responsible for the action of any and all family members, including visiting relatives and friends, while on the park property.

(P) Caretaker shall be responsible for all assigned County equipment, including the operation of the same. All equipment must be operated in accordance with prescribed safety methods, as outlined by the County. Operation of the equipment by persons other than the

Caretaker, including family members, is prohibited unless written authorization is received from the County prior to that person operating the equipment.

(Q) Caretaker shall pay a monthly rental fee of \$300.00 payable the first of each month. These funds will be placed in an account to be used for improvements and repairs.

II. In return for his services, County agrees to provide Caretaker with use of the home and fenced yard. Caretaker shall at all times during the term of this agreement and at his own cost and expense, repair, replace and maintain the home, excluding the roof, electrical, heating and air conditioning systems which shall be the responsibility of the County. Caretaker acknowledges that the house and premises are in good repair as of initial occupancy.

Additionally Caretaker shall be responsible for all damage caused to the premises by Caretaker, his family, or their guests. Caretaker shall be responsible for all and accepts all risks for his personal property and any insurance desired for said personal property.

III. The services performed by Caretaker under this Agreement shall not be construed to constitute an employer-employee relationship with the County. The Caretaker shall be deemed an independent contractor of the County, with the liability of the County being limited solely as provided for herein for services performed pursuant to this Agreement. The County shall not be required to make any contributions on behalf of the Caretaker to any retirement plan or insurance plan or to make any withholdings for federal income tax and F.I.C.A.

IV. Caretaker shall indemnify, defend, and hold harmless the County against all claims and suits for injury or damage to any person or property whatsoever, including death, which may arise out of or in connection with the performance of this Agreement by Caretaker or his family and guests and from and against all claims, liens, and/or suits for labor and materials furnished to

the Caretaker, and will defend on behalf of the County any suits jointly against the County or alone for or arising out of any of the aforesaid causes.

V. Violation of any of the above duties requirements will be cause for termination of this Agreement.

VI. This Agreement represents the entire and integrated agreement between the County and Caretaker and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Caretaker and the authorized representative of the County.

VII. This Agreement shall commence on the 16th day of November, 2006, and shall be for a period of one (1) year. Either party to this Agreement shall have the right and privilege of terminating same without cause upon the giving of thirty (30) days written notice of intention to terminate. This Agreement shall automatically renew for regular periods of one year, provided neither party submits a notice of termination.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at Milton, Florida, this 17th day of November, 2006.

SANTA ROSA COUNTY, FLORIDA

ATTEST:

Mary M. Johnson
Clerk of Court

By: Thomas F. Stewart
Thomas F. Stewart, Chairman

CARETAKER

By: Denae Frazzo
Denae Frazzo

BCC Approved 11/16/06