



Alachua County Employee Housing Agreement

This Housing Agreement (the "Agreement") is entered on the date provided below by and between Alachua County (the "Employer" or "County"), a Charter County and political subdivision of the State of Florida, and Jamie Bass and Donaven Bass (collectively hereinafter referred to as the "Occupant"), and, together with the Employer, referred to as the "Parties".

Whereas, the Employer owns real property situated at 210 SE 134 Ave, Micanopy, Florida 32667, known as the Cuscowilla Nature and Cultural Retreat Center, which contains a residential unit improved and intended for use as a single-family residence for use by the Cuscowilla Manager (the "Property"); and

Whereas, Jamie Bass has been hired by the Employer as the Cuscowilla Manager; and

Whereas, a condition of the job position of the Cuscowilla Manager is to reside at or on the Property at Cuscowilla; and

Whereas, the Jamie Bass has agreed to reside at or on the Property while employed with the Employer as the Cuscowilla Manager.

For and in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. **Owner.** The Employer is the owner of the above-described Property which is located at the Cuscowilla Nature and Cultural Retreat Center, a 211-acre property with overnight facilities, mess hall, swimming pool, the Property, and including the grounds and facilities located at and around the Property. By way of this Agreement, the Parties agree that the Property shall only be occupied for residential purposes by the Occupants named above and any of Occupant's child/children.
2. **Term.** This Agreement is effective upon the date of execution of this Agreement by the Parties and the Parties agree that the use term for the Property will begin on: ____("effective date").

This Agreement will remain in effect beginning on the effective date and will remain in effect until terminated as provided herein.

3. **Maintenance.** The Occupant will maintain the Property in good repair, sanitary condition, and acceptable appearance. General repairs to the Property are to be done outside of work hours unless authorized by the Employer. The Occupant shall make no alterations to the Property without the prior written approval of the Employer, including painting, satellite dishes, wallpaper, installation of any permanent or temporary fixtures, etc. By signing this Agreement, the Occupant agrees the Property is in good order, repair, safe, clean and in tenantable condition.
4. **Utilities.** Electricity, water, sewer, and trash are furnished and paid for by the County as part of this Agreement. The Occupant is responsible for acquiring and paying for other utilities which may include phone, cable, and internet, including any deposits required.
5. **Insurance and Liability.** The Occupant is responsible for obtaining and carrying their own standard renters' insurance to cover the personal property and any damages the Occupant is liable for. Any property and vehicles kept on the Property is at the risk of the Occupant. The Parties agree that each shall be responsible for their own individual actions. THE COUNTY AND ITS EMPLOYEES, OFFICERS AND ELECTED OFFICIALS SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE OCCUPANT, THE OCCUPANT'S FAMILY, GUESTS, INVITEES, AGENTS OR ANY OTHER PERSON ENTERING THE PROPERTY AND CUSCOWILLA, AND OCCUPANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMINIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY OCCUPANT, THE OCCUPANT'S FAMILY, GUESTS, INVITEES, AGENTS OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FORM OR WITN ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PROPERTY OR OFF, AND OCCUPANT HOLDS HARMLESS THE COUNTY FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY OCCUPANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PROPERTY. The Employer will not be responsible for any loss or damage to the Occupant's personal property, including the Occupant's vehicles

and vessels and the Occupant's guest's vehicles while on the Property and Cuscowilla. The Occupant will indemnify and hold harmless the Employer and its employees, officers, and elected officials for any matter related to the Property. During the term of this Agreement, the Occupant will maintain in full force and effect liability insurance in the amount of not less than \$1,000,000, and renter's insurance sufficient to cover the Occupant's personal property, and will provide a copy of such coverage to the Employer within 30 days of execution of this Agreement. The Occupant agrees not to use, keep, or store on the Property any dangerous, explosive, toxic materials which would increase the probability of fire or which would increase the County's cost of insuring the Property.

One or both of the Occupants shall promptly notify the County either in writing or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, fires, vandalism or damages to the Property, Cuscowilla, or County property. Should an invitee or agent of Occupant suffer injury or damage to its, his or her person or property, the Occupant shall notify the County within a reasonable time of the observance or occurrence of such injury or damage.

6. **Guests.** The Occupant may have personal guests on the Property, but must not disturb the regular Camp activities or any other events held at Cuscowilla. Alcoholic beverages must be consumed within the Property only. The Occupant is not authorized to have personal guests in Cuscowilla facilities and equipment, beyond the Property, which includes, but is not limited to, the Cuscowilla pool, climbing tower, canoes/kayaks, buildings, and vehicles without prior written approval.
7. **Animals.** The Occupant may have the following animals on the Property: one dog currently owned by the Occupant and which has been approved by the County Manager. Any additional animals to reside on or in the Property must be approved by the County Manager. All animals must have current rabies vaccinations, County license, and must always be restrained while at Cuscowilla y unless inside the residence or within the privacy fence on the Property.
8. **Tobacco.** Smoking is not permitted anywhere in or on County Property.
9. **Inspection.** The Employer or an agent of the Employer may perform routine maintenance inspections on the Property. If, upon inspection, deficiencies or other issues are found, these issues will be brought to the Occupant's supervisor to be addressed immediately. The

Employer may inspect the Property with twenty-four hours prior written notice to the Occupant. The Employer shall be responsible for repairs to the interior and exterior of the Property such as repairs to appliances, plumbing, HVAC, electrical, etc.; The Occupant shall inform the Employer within twenty-four hours of discovery of any damage, regardless of cause. The Employer may also enter the Property for other lawful purposes, including in case of emergency. The Occupant shall be responsible for AC filters, light bulbs, general cleaning, etc.

10. **Parking.** Parking is included for the Occupant in the Cuscowilla public parking lot.
11. **Single-Family Residence.** The Occupant shall use the Property exclusively as a private single-family residence. Neither the Property or any part of it shall be used at any time during the term of this Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Occupant represents and warrants that they are not in the Military/U.S. Civil Service and Section 83.682, Florida Statutes is not applicable to this Agreement.
12. **Additional Residents.** This Agreement and the ability of Occupant to reside on the Property is contingent upon approval of a background check of Occupants, to the level and satisfaction of the County. Other than the minor child of Occupant, no other person may occupy, reside or otherwise stay on the Property unless and until the person has successfully completed a background check to the satisfaction of the Employer and has received written acceptance by the Employer.
13. **Amendment.** This Agreement may not be amended, released, discharged, rescinded, or abandoned, except by a written instrument duly executed by both Parties.
14. **Rules/Regulations.** The Occupant will comply with all federal, state and local laws, rules, ordinances and regulations. The Occupant will also comply with all County policies and procedures related to or for Cuscowilla. The Occupant is responsible for the conduct of their guests, family members, permittees and invitees.
15. **Representations.** The Employer makes no representations or guarantees to the Occupant concerning the security of the Property. The Employee agrees to immediately report all suspected or actual criminal activity to appropriate local law enforcement agencies and the Employer.

16. **Termination.** The failure of Occupant to comply with any provision of this Agreement will place Occupant in default. The following are examples of grounds of defaults and cause for termination upon which the Employer may immediately terminate this Agreement:

- a. Destruction of the Property;
- b. Termination or resignation of employment of Jamie Bass with the Employer;
- c. Evidence of involvement in illegal activities on the Property; or
- d. Failure to comply with the terms of this Agreement

At the time of default, the County may provide written notice and may terminate this Agreement for cause. The County may also terminate this Agreement without cause upon written notice from the County Manager or designee to the Occupant and the date of termination of this Agreement will be the date stated in such notice. Additionally, this Agreement may be terminated pursuant to paragraph 22 below.

17. In the event the Property is destroyed by fire, storm or other casualty, this Agreement shall be automatically terminated. In the event the Property is partially damaged by fire or other casualty, either of the Parties may cancel this Agreement by giving written notice to the other Party of its intention to terminate within fourteen (14) calendar days following the date of the partial damage to the Property. If the Property is partially damaged and if such partial loss or damage shall, in the judgment of the County Manager, render the Property inexpedient or impractical to repair, then this Agreement shall be automatically terminated.

18. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided to the Employer pursuant to Section 768.28, Florida Statutes.

19. **Waiver.** The failure of the Employer to insist on a strict performance of any term or condition of this Agreement or to exercise any right conferred in any one or more instances shall not be deemed a waiver of relinquishment of any right or remedy that the Employer may have had.

20. **Rights to Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement to any persons other than the parties hereto.

21. **Severability.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, (a) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without

materially altering the intention of the Parties, it will be stricken, (b) the validity, legality, and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (c) the remainder of this Agreement will remain in full force and effect.

22. **Entire Agreement.** This Agreement is intended by the Parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any other prior agreement between the Employer and Employee regarding use or occupancy of the Property or the like is null and void.
23. **Vacate Property.** Upon resignation of employment, termination, lay-off, or otherwise separation of Jamie Bass as Cuscowilla Manager, then this Agreement is terminated and the Jamie Bass, the spouse and children of Jamie Bass and any other individuals occupying the Property shall vacate the Property within 7 days of the date of resignation, termination or otherwise ending of the employment of Jamie Bass with Alachua County. The Occupant shall not be allowed to hold-over by any means. The Employee shall have the right to remove all personal property of the Employee from the Property at the expense of Occupant. If the Occupant fails to vacate the Property within 14 days, the Employer will seek eviction or other legal available remedy and the Occupant shall be liable for rent at the market value of the Property until they vacate the Property. **BY SIGNING THIS AGREEMENT, OCCUPANT AGREES THAT UPON VACATING, SURRENDER OR ABANDONMENT OF THE PROPERTY, AS DEFINED BY THE FLORIDA STATUTES, THE COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSAL OF OCCUPANT'S PERSONAL PROPERTY.** Any property abandoned on the Property becomes the Property of the Employer, and if there is any expense to remove abandoned property the Occupant will be charged. At the time of departure, the Occupant shall remove any and all personal items and shall surrender the Property to Employer in good order and condition, normal wear and tear excepted.
24. **Liens.** Occupant shall not have the right or authority to encumber the Property or permit any person to claim or assert any lien for the improvement or repair of the Property made by the Occupant. Occupant shall notify all parties performing work on the Property at Occupant's

request that this Agreement does not allow any liens to attach to the County's interest in the Property.

25. **Assignment and Sub-Letting.** Occupant shall not assign this Agreement, or any part of it, nor sub-let or grant any license to use the Property or any part thereof. Any assignment, sub-letting or license shall be absolutely null and void and shall, at the County's sole and exclusive option, terminate this Agreement.
26. **Radon Gas.** 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. Additional information regarding radon and radon testing may be obtained from your County health unit.
27. **Successor or Assigns.** The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, and administrators of the parties hereto.
28. **Attorney's Fees.** In the event the County determines, in its sole discretion, that it is necessary for the County to employ an attorney to enforce any condition or covenants hereof, including but not limited to gaining possession of the Property, Occupant agrees to pay all expenses so incurred, including reasonable court costs and attorney's fees.
29. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
30. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
31. **Violation.** Any violation of this Agreement may result in corrective action for the Occupant, including possible termination of employment.
32. **Notice.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served, and delivered, if delivered by hand, e-mail, or mailed by U.S. certified mail, addressed as follows:

Employer

Gina Peebles
Assistant County Manager-Chief of Staff
12 SE 1st Street
Gainesville, Florida 32601
gpeebles@alachuacounty.us

Occupant

Jamie Bass
Cuscowilla Manager
210 SE 134 Ave
Micanopy, FL 32667
jbass@alachuacounty.us

In witness whereof, the Parties hereto have executed this Agreement as of the day and year below written:

ALACHUA COUNTY, FLORIDA

BY: _____
Marihelen Wheeler, Chair
Alachua County Commission

ATTEST:

BY: _____
J. K. "Jess" Irby, Esq.
Clerk of Court

OCCUPANT:

BY: Jamie M. Bass
Date: 9/2/22

OCCUPANT:

BY: [Signature]
Date: 9/2/22

APPROVED AS TO FORM

County Attorney