

Elizabeth St. Pierre <estpierre@pinellas-park.com>

Youth Park

1 message

Wed, Feb 22, 2023 at 10:15 AM

[REDACTED]
To: "Elizabeth St. Pierre" <agarcia@pinellas-park.com>

Hello,

This is to let you know I am wanting to stay living in the Youth Park for at least the next 6 months. It is my hope to stay until at least 7/6/2024.

Thank you

--
[REDACTED]

Agreement

THIS AGREEMENT made and entered into this 1st day of April, 2023, by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter called "**City**", and [REDACTED], City of Pinellas Park [REDACTED], hereinafter referred to as "**Lessee**". ("City" and "Lessee" are hereinafter collectively referred to as "Parties"). The Parties acknowledge and bear witness that:

WITNESSETH:

WHEREAS, the City is the owner of certain property located at Youth Park, 4100 66th Avenue North, Pinellas Park, hereinafter referred to as the "Property"; and

WHEREAS, the **Lessee** wishes to continue to reside on the Property in his mobile home and the **City** believes that this may provide a deterrent to vandalism and other criminal activity on the Property;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged by the Parties, it is hereby agreed by and between the Parties as follows:

1. The **Lessee** shall, at his own expense, be allowed to have his existing mobile home living unit remain on the Property during the term of this lease. The Lessee shall not pay any rent to the **City** for occupancy of the Property pursuant to this agreement.
2. The **Lessee** shall be responsible for the payment of all utilities, including but not limited to water, sewer, garbage service and electrical service to the said mobile home site.
 - a. The **Lessee** agrees that he will assume all costs and risk for damages in owning and placing the mobile home on the Property; the mobile home shall be located at a site on the Property as designated by the **City**.
 - b. The **Lessee** hereby releases the **City**, its officials, officers, employees and agents of and from any and all damages to person or property arising out of or resulting from his residency upon the Property, including without limitation the placement of his mobile home thereon.
 - c. The **Lessee** recognizes and acknowledges that the premise upon which the **Lessee** is placing the mobile home consists of public park property owned by the City of Pinellas Park, and that he would therefore be prohibited from placing certain items in such locations such as political signs, religious signs or symbols, or other items that might be deemed to violate the civil or constitutional rights of the public at large, or be offensive to the decency and public morale of the **City** or visitors to the park. The **Lessee** agrees not to place or display any such items on or about the **Lessee's** mobile home where any such items could be viewed from the exterior of the mobile home, and the **Lessee** further agrees to remove any such signs, symbols, language or expressions that the **City** in its sole discretion, believes might be offensive or violate the rights of the public at large or common decency.

3. The **Lessee** agrees that he will provide general security services which he may legally provide to prevent vandalism and other criminal activity within the Park. [REDACTED]

[REDACTED] The **Lessee** shall notify the Pinellas Park Police Department Dispatch for assistance regarding any activity in the Park requiring Law Enforcement or Code Enforcement and shall notify the Parks and Recreation Division Director on any issue regarding maintenance in the Park.

- a. The **Lessee** will be responsible for, but not limited to, the following; opening the gates at sun-up, closing and securing the gates at dusk, securing all restrooms at dusk, cooperating at any City-sponsored event held at the Park. The **City** shall cooperate with the **Lessee** by notifying the **Lessee** in advance of any City sponsored or City-allowed events to be held within the park. Said duties may be subject to change and/or amendment from time to time.
 - b. In the event of absence from the Park the **Lessee** shall notify, by written notice, the Pinellas Park Police Department Dispatch and the Parks and Recreation Division Director prior to a vacation or leave from the Property.
4. The Parties agree that the Lessee is a representative of the **City** and, as such, shall maintain a high standard of conduct when interacting with others and shall not permit any **City** code violations to occur upon the leased premise. The parties further agree that the **Lessee**, in his capacity as a tenant on the premise, is not an employee, agent, or independent contractor of the **City**, but shall only occupy the herein described Property pursuant to the terms thereof.
5. The **Lessee** agrees to indemnify and hold the **City**, its officials, officers, employees and agents free and harmless of and from any and all claims or damages whatsoever arising out of or resulting from any injuries, damages or action, including a reasonable attorney's fee, taken by him pursuant to this Agreement.
6. The period of this Agreement shall be for six (6) months. This Agreement may be canceled at anytime during the period of this Agreement by either party upon ninety (90) days written notice to the other party. Written notice under this paragraph shall be delivered to the City at 5141 78th Avenue North, and to [REDACTED] at Youth Park, 4100 66th Avenue North, Pinellas Park, FL 33781. In the event that this Agreement is cancelled, the Lessee agrees to remove his mobile home unit and all of his personal property from the Property within the ninety (90) day period, at **Lessee's** own expense.
7. This Agreement shall not be modified except in writing signed by both Parties.
8. This Agreement shall be binding upon the Parties, their heirs, successors, assigns, and legal representatives.

IN WITNESS THEREOF, the Parties have executed this Agreement on the day and year first above written.

Witness

Witness

Date

ATTEST:

CITY OF PINELLAS PARK, FL

By: _____
Diane M. Corna, MMC
City Clerk

By: _____
Bart Diebold
City Manager **Date**

Approved as to form and correctness:

By: _____
City Attorney
City of Pinellas Park

City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

City Attorney's Office
Lauren C. Rubenstein
James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

January 20, 2023

Ms. Alexis Garcia
Economic Development Specialist
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #23-013
Youth Park Resident Agreement

Dear Ms. Garcia:

Our office has received and reviewed the above-referenced Agreement between the City of Pinellas Park and [REDACTED]. Our office would approve of the Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Diane M. Corna, MMC, City Clerk
Chief Michael Haworth, Asst. City Manager
Nick Colonna, Community Development Administrator
Aaron Petersen, Asst. Community Development Administrator
Erica Lindquist, Planning and Development Services Director

LCR/dh

23-013.01202023.LAG.Resident Agmt for Youth Park.wpd



PRINTED ON RECYCLED PAPER