

CITY COUNCIL AGENDA FORM

REQUESTED COUNCIL MEETING DATE: 03/18/08

SUBJECT:	RENEWAL OF PROPERTY MANAGE ALL FLORIDA REALTY SERVICES, HALIFAX TRAILER PARK	
DEPARTMENT:	CITY MANAGER/Economic Developr	nent & Redevelopment
RECOMMENDED To approve the rei Services, Inc. for the	MOTION: newal of the Property Management Agr he remaining period of Park operations,	eement with All Florida Realty through May 2010.
Florida Realty Se provided property several other Citywas for a two (2) written notification proposed. As ea Agreement will be Staff is satisfied w	c, the City entered into a Property Marvices, Inc., of Holly Hill. Since that management services to the City for acquired properties in the Riverwalk a year period with annual renewals upon to All Florida. No changes or amendry closure of the park does not appeared a property to sustain park operations the the performance of All Florida Realtonmends the renewal of the subject cough May 2010.	time, All Florida Realty has the Halifax Trailer Park and area. The original agreement approval of the Council and dments to the Agreement are ar possible, this Management arough May 2010. y Services under this contract,
ATTACHMENTS:	Ordinance Resolution	Budget Resolution
OtherX Si	upport Documents/Contracts	
DEPARTMENT FINANCE DEPARTM LEGAL DEPARTMEN CITY MANAGER		Date: 03-05-08 Date: 3-5-08 3/18/08
COUNCIL ACTION:	[] Approved as Recommended	[] Disapproved
[] Tabled Indefinitely	y [] Continued to Date Certain	[] Approved with Modification

- Note -1st Kensual Contract Starta 4/1/2000

CITY PROPERTY MANAGEMENT AGREEMENT

This Agreement made this 23 day of ______, 2002, by and between the City of Port Orange, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as the "City," and All Florida Realty Services, Inc., whose address is 152 Ridgewood Avenue, Holly Hill, Florida 32117, hereinafter referred to as the "Manager."

SECTION 1 EMPLOYMENT OF MANAGER

The City, by the terms of this Agreement, agrees to contract with the Manager to manage various properties owned by the City and leased to third parties. The complete list and description of the other properties to be managed is more specifically identified in Exhibit "A" hereto. The properties to be managed are referred to collectively as "the Listed Properties." The City shall promptly provide the Manager with any and all written leases and other necessary documentation relating to the Listed Properties promptly after the execution of this Agreement. The City reserves the right to add additional properties from time to time to the Listed Properties which the Manager is to mange under the terms and conditions herein. The City shall implement this right by providing written notice, along with the necessary information, to the Manager at the address indicated for Notices hereinbelow. Any such properties added by such notice shall henceforth be deemed "Listed Properties" for purposes herein.

In consideration of the compensation to be paid by the City as set forth below, the Manager agrees to contract with the City to manage the Listed Properties and in that regard agrees to the terms and conditions of this Agreement.

SECTION 2 COMPENSATION OF MANAGER

- A. The Manager shall receive from the City a monthly compensation of the greater of eight and one-half percent (8.5%) of the previous month's rent for all properties and other receipts collected by the Manager, or \$650.00; provided, however, that if the total receipts collected for any month fall below \$7,000.00, the City reserves the right to renegotiate the minimum rate of \$650.00 set forth above, and, if the parties cannot reach agreement as to the renegotiated rate, to terminate this agreement upon thirty (30) days written notice.
- B. The City shall pay the Manager no later than thirty (30) days after receipts have been delivered to the City as provided for in subsection 9(b) of this Agreement.

SECTION 3 ACCESS TO MANAGER

A. The Manager shall have office hours at the Manager's address Monday through Friday from 8:30 through 5:30 and Saturday 10:00 through 3:00.

The Manager shall provide a means for tenants at each of the Listed Properties to have access to the Manager for emergencies on a twenty-four (24) hour basis, seven (7) days a week.

B. The Manager shall provide the City and update as may be necessary a written list, including phone numbers, of those employees who will exercise responsibility for meeting the Manager's access obligations.

SECTION 4 RESPONSIBILITIES OF MANAGER

- A. The Manager will be responsible for the proper management and maintenance of the Listed Properties. The Manager shall have full authority and responsibility for management and control of the Listed Properties.
 - 1. The scope of authority shall include the following for each individual Listed Property:
 - (a) Advertising premises which are vacant and available for lease, at the City's expense.
 - (b) Tenant screening and selection.
 - (c) Renting or leasing of turn-over properties, under leases and extensions of existing leases which the Manager may negotiate in accordance with rent schedules and terms approved by the City.
 - (d) Collection of rent. The Manager shall not guarantee that rent payments due shall be made, but shall make every reasonable effort to collect rents when they become due.
 - (e) Follow up in cases of nonpayment of rent. Such follow-up may include serving issuance of legal late-rent notices and vacate notices upon tenants, and bringing eviction and/or rent collection actions with legal assistance of or arranged through the City Attorney's Office for the City. Attorney's fees and court costs shall be paid by the City.
 - (f) Monitoring of any applicable rules [such as the Halifax Trailer Park rules] which may be applicable.
 - (g) Responding to tenant complaints.
 - (h) Maintenance and repair of the Listed Properties any facilities thereon as needed, subject to lease terms. The Manager shall develop maintenance schedules and supervise personnel as may be necessary, to ensure proper cleanliness and routine maintenance. The Manager may write take work or service orders or requests for minor repairs and maintenance of common areas, structures and grounds. The Manager may assign such work or service orders or requests to maintenance personnel, with follow-up sufficient to ensure proper completion within a reasonable length of time. The Manager may negotiate and, after the City's approval, contract for and supervise the performance of all necessary maintenance contracts. The City shall bear the cost of Manager's maintenance and repair activities. The Manager shall be required to obtain prior approval from

- the City for any maintenance or repair activity, emergency repairs excepted, which costs more than Three Hundred Dollars (\$300.00).
- (i) Purchase, after competitive pricing, of all necessary materials and supplies, and maintenance and security of a small inventory of supplies necessary for ongoing maintenance. The City shall bear the cost of all materials and supplies purchased. The Manager shall be required to obtain prior approval from the City for any purchase which costs more than Three Hundred Dollars (\$300.00).
- (j) Keeping an inventory of all capital and noncapital items of personal property that have a value of Five Hundred Dollars (\$500.00) or more. Such inventory will include descriptions (with model and serial numbers, where appropriate), value, condition and location.
- (k) Establishment and maintenance of a record system as further described in section 9 of this Agreement.
- (I) Establishment of separate accounts for rental income and security deposits and compliance with applicable law respecting such deposits as further described in section 9 of this Agreement.
- (m) Development of an annual operating budget.
- (n) Establishment of a separate account containing such sums as the City may approve for expenses associated with the foregoing obligations.
- (o) Such other general authority and powers as may be necessary or expedient to carry out the management and operation of the Listed Property.
- 2. In meeting the obligations of this Agreement, the Manager shall comply with all applicable provisions of any lease agreement relating to the Listed Property in question.

SECTION 5 INDEPENDENT CONTRACTORS

The City and the Manager are and shall be deemed independent contractors.

SECTION 6 PERSONNEL

The Manager is to supervise and hire and, when necessary, discharge any personnel required in the proper management of the Listed Property in question. All such personnel will be the employees of the Manager. The City will not be responsible for payment of wages and procurement of appropriate employee insurance, or for tax reporting for such personnel.

SECTION 7 TERM; TERMINATION

- A. This Agreement will be in effect for a period of two (2) years. Prior to the expiration of the initial two-year term, the City shall have the option to renew this Agreement for an additional one (1) year term, and thereafter for successive one (1) year terms. The City shall exercise the option to renew by providing a written notice to the Manager at least forty-five (45) days prior to the expiration of the then current term. The City shall only provide such notice upon authorization of the Port Orange City Council. Notwithstanding the foregoing, this Agreement will terminate ninety (90) days after either party provides the other party written notice of termination, except the City reserves the right to terminate upon thirty (30) days written notice under the circumstances described in Section 2A hereinabove..
- B. In addition to terminating the Agreement as provided in subsection (a) of this section, the City shall have the right to terminate this Agreement based on the Manager's material breach of this Agreement. The City's termination of this Agreement based on the Manager's material breach shall not relieve the Manager from the Manager's obligation to forward to the City any sums collected on the City's behalf, nor shall such termination be deemed to impair any other rights or remedies which the City may have against the Manager.

SECTION 8 NOTICES

Any notice required to be given pursuant to this Agreement must be in writing and mailed by registered or certified mail, return receipt requested to the address set forth below for the receiving party, which address may be changed from time to time by written notice.

Notice to the City:

Office of the City Manager

City of Port Orange 1000 City Center Circle Port Orange, Florida 32129

Notice to the Manager:

All Florida Realty Services, Inc.

152 Ridgewood Avenue Holly Hill, FL 32117

SECTION 9 RECORD KEEPING AND OPERATIONS

- A. It shall be the duty and responsibility of the Manager to maintain all records of all payments made and receipts collected on behalf of the City during the term of this Agreement. The Manager shall hold the records available for purposes of inspection and copying by the City at all reasonable times. All such records shall be deemed public records and the Manager will be responsible for complying with the Public Records Act, Chapter 119, Florida Statutes (1997).
- B. All monies received by the Manager for or on behalf of the City shall be deposited in a separate trust account to be maintained by the Manager with SunTrust Bank, 3865 Nova Road, Port Orange, FL 32127. The Manager shall remit to the City

monthly on or before the 15th day of each month, all funds (other than security deposits and other refundable deposits) held by the Manager for the City's account and not applied to the payment of the City's expenses as provided for in this Agreement after retention in such separate trust account of such reserves as the City may authorize for working capital and other contingencies.

C. If the security deposits or other funds are required by law to be held in a segregated account and are, by law, allowed to be held by the Manager such deposits or funds shall be held in a special separate account at SunTrust Bank, 3865 Nova Road, Port Orange, FL 32127. Monies held by the Manager for the City's account shall be in no event be commingled with the Manager's own funds or with funds held by the Manager for the account of other parties, and all such funds so held for the City's account shall be trust funds in the hands of the Manager.

SECTION 10 COMPLIANCE WITH APPLICABLE LAW

The Manager will manage the Listed Property referenced herein, in full compliance with the requirements of applicable law, including all applicable federal, state or municipal statutes, regulations or ordinances prohibiting discrimination in rental housing. The Manager is hereby authorized to take those steps deemed appropriate to effectuate all applicable federal, state or local statutes, regulations or ordinances prohibiting discrimination in rental housing.

SECTION 11 BOND OF MANAGER

- A. The Manager agrees to furnish to the City, at the Manager's expense, a fidelity bond of a reputable insurance company in a sum satisfactory to the City providing for the faithful accounting of all rents and other monies collected by the Manager under this Agreement.
- B. At the City's request, the Manager shall procure, at the Manager's expense, a fidelity bond in the amount of not less than one hundred thousand dollars (\$100,000) for all employees of the Manager who regularly have under their control or are responsible for monies of the City.

SECTION 12 SUBMISSION OF FINANCIAL REPORTS

- A. For each Listed Property, the Manager shall prepare, in conformance with generally accepted accounting principles, and furnish to the City the following financial reports:
 - (1) The later of ten (10) days or by the second Friday after the end of each month, a detailed balance sheet and statement of all cash receipts and disbursements for the month and cumulative fiscal year to date in connection with the operation of the Listed Property, together with a list of all accounts payable and receivable as of the last day of such month; and
 - (2) Within thirty (30) days after the end of each fiscal year ending September 30, a detailed balance sheet and statement of cumulative cash receipts and

disbursements for the fiscal year, comparing such receipts and disbursements with the preceding year's receipts and disbursements and with the approved budget for the fiscal year. Accompanying this financial information shall be a list of all accounts payable and receivable for the beginning and end of the fiscal year. The Manager shall maintain its records in an organized, easily accessible fashion so as to minimize the time required to perform such audits.

B. The annual report called for in Paragraph (a)(2) of this section shall be subject to audit by a certified public accountant, provided the Manager certifies that the reports are true and accurate to the best of the Manager's knowledge. The time which the Manager spends with the auditor shall be considered part of the Manager's services under this Agreement.

SECTION 13 INSURANCE

- A. The Manager will obtain and maintain at the Manager's expense the following insurance coverages, and will provide Certificates of Insurance to the City prior to commencing operations under this Agreement to verify such coverages:
 - (1) Workers' Compensation The Manager will provide Workers' Compensation coverage for all of the Manager's employees at any of the Listed Properties referenced herein, and in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$500,000 for Employers' Liability.
 - (2) Employees' Honesty Insurance The Manager will provide not less than \$100,000 limit.

The insurance coverages shall name the City as additional insured, and shall contain a provision which forbids any cancellation, changes or alterations in the coverages without providing thirty (30) days' prior written notice to the City.

B. The City shall, at the City's sole expense, provide commercial general liability and property insurance for the Listed Properties included herein, in such amounts as the City in its sole discretion deems reasonable. Coverage shall include the Manager as additional insured.

SECTION 14 MISCELLANEOUS PROVISIONS

- A. The Assistant City Manager for the City shall be the City's agent in administering the provisions of this Agreement.
- B. The City shall comply with the Florida Prompt Payment Act in making any payments due under this Agreement.
- C. The Manager's rights and obligations under this Agreement are not assignable or transferrable.
- D. No amendment, modification or waiver of any term of this Agreement shall be effective unless in writing and signed by both parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition.
- E. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, Florida, and no other location. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
- F. This Agreement contains the entire agreement between the parties with respect to the management of the Listed Properties referenced herein. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates below.

Printed Name: Shirley M-Kelly

Printed Name: Consulve Terry

Attest: Ke

City of Port Orange, Florida, a florida municipal corporation

By: Dorothy L./Hukill, Mayor

Attestr Xenneth W. Tarker Kenneth W. Parker, City Manager

WITNESSES:

Printed Name: Rosaynot, Clory

Printed Name: SHERRY M. TARR

All Florida Realty Services, Inc., a Florida corporation

By: / Rivey C. Luham Nancy C. Durham, Vice-President

(corporate seal)

C:\Legal\AGREEMEN\All FL Realty Prop Mgmt

EXHIBIT "A" DESCRIPTION OF LISTED PROPERTIES (TO BE PROVIDED)

Note: See attached descriptions which are complete and being added to the contract for approval

EXHIBIT "A"-1

Lot 2 except the North 90 feet of the West 110 feet, and Lots 3 and 4 Block 1 except U.S. 1 Right-of-Way and Submerged land lying NE and abutting Lots 2, 3 and 4 being 80 feet on the N/L and 165 feet on the S/L, Hand Tract Port Orange, as Recorded in Map Book 3 Page 185, Public Record Volusia County, Florida.

Tax Parcel # 6303-10-01-0020

Halifax Labele Home Park

EXHIBIT "A"-3

The South 50 feet of Lot 2 and Riparian Rights, except the West 260 feet, Mary Routh Smith Subdivision, Port Orange, per Map Book 6 Page 53, Public Records, Volusia County Florida.

Parcel # 5334-09-00-0021

wilson

House North of Chamber Bldg. Closing 12/20/99

EXHIBIT "A"-4

THE EAST ½ LOT 4 & RIP RTS, BLOCK B, AS RECORDED IN WILSON PORT ORANGE PER MAP 15 PAGES 3 AND 4, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA...

PARCEL # 6303-11-02-0040

phillips

Historical House

EXHIBIT "A-5"

DESCRIPTION
A PORTION OF LOT 2, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A CERTIFIED TRUE COPY OF WHICH IS RECORDED IN MAP BOOK 15, PAGE 215 OF SAID PUBLIC RECORDS, SAID PORTION OF LOT 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 50 FEET OF THE WEST 260 FEET OF SAID LOT 2 RUN N20°
57'29"W, A DISTANCE OF 69.90 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE N69'02'31"E, ALONG SAID NORTH LINE, A DISTANCE OF 144.58 TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE,
SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, \$19'43'44"E, A DISTANCE OF 21.88 FEET; THENCE, CONTINUING ALONG SAID MEAN HIGH WATER LINE, \$27'02'15E, A DISTANCE OF 20.84 FEET; THENCE, CONTINUING ALONG SAID MEAN HIGH WATER LINE, \$52'37'01"E A DISTANCE OF 32.07 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 50 FEET OF SAID LOT 2; THENCE, DEPARTING SAID MEAN HIGH WATER LINE AND ALONG THE NORTH LINE OF THE SOUTH 50 FEET OF SAID LOT 2, \$59'02'31"W, A DISTANCE OF 163.15 FEET TO THE POINT OF BEGINNING.

Parcel #5334-09-00-0020

hoffmeister

EXHIBIT "A-6"

The East ½ of Lot 5 and Riparian Rights, Block B. Wilson Port Orange as recorded in Map Book 1 Page 154, Public Records, Volusia County, Florida.

Parcel # 6303-11-02-0052 3858 Halifax Dr

robinson