



Town of \_\_\_\_\_  
**Micanopy**  
\_\_\_\_\_ Florida

**March 10, 2026**

**Agenda Item Title:**

Caretaker Residence Program – Authorization of Caretaker Services Agreement, Revocable License to Occupy, and Memorandum of Understanding with Alachua Conservation Trust

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**Background**

The Town owns property associated with the Micanopy Native American Heritage Preserve "Annex" (MNAHP) site that includes an existing residential structure. In order to provide regular oversight of the property and help protect Town assets, staff is proposing the establishment of a caretaker arrangement for the residence.

Under the proposed structure, an individual would be permitted to reside in the residence in exchange for performing regular inspections and basic oversight of the property. Duties would include weekly inspections, reporting of maintenance or safety concerns, monitoring for unauthorized activity, and assisting with minor upkeep of the surrounding grounds.

This arrangement would provide the Town with a consistent on-site presence, which can help deter vandalism or misuse of the property and ensure that maintenance issues are identified early.

To ensure the arrangement is structured appropriately and avoids creating unintended legal obligations, staff worked to separate the arrangement into three documents.

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## Proposed Agreements

### 1. Caretaker Services Agreement

The Caretaker Services Agreement establishes the caretaker as an independent contractor responsible for providing property monitoring and oversight services.

Key provisions include:

- Weekly inspections of the property and structures
- Reporting of damage, safety concerns, or suspicious activity
- Limited maintenance and grounds oversight
- Background screening requirement
- Required renter's insurance and personal liability coverage
- Indemnification and assumption of risk provisions
- Immediate termination for cause and 30-day termination without cause

The agreement makes clear that the caretaker is **not an employee of the Town** and that the residence is provided in exchange for services rather than wages or compensation.

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### 2. Revocable License to Occupy

The second document is a Revocable License to Occupy the residence.

This document is intentionally structured as a **license rather than a lease** in order to avoid creating a landlord-tenant relationship under Chapter 83, Florida Statutes.

Key provisions include:

- Occupancy tied directly to the Caretaker Services Agreement
- No tenancy or property interest created
- No homestead rights attach to the residence
- Use restrictions and guest limitations
- Responsibility for utilities
- Responsibility for damages caused by the licensee, guests, or pets
- Pre- and post-occupancy inspections
- A refundable \$500 property damage deposit
- Requirement to vacate the property upon termination of the agreement

This structure preserves the Town's ability to terminate the arrangement if necessary while protecting the Town's property interests.

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### **3. Memorandum of Understanding with Alachua Conservation Trust (ACT)**

Because the Town may offer this opportunity to an employee of the Alachua Conservation Trust (ACT), a Memorandum of Understanding has also been prepared.

The purpose of the MOU is to clarify the relationship between the Town and ACT and ensure that no confusion arises regarding employment status or liability.

The MOU provides that:

- The caretaker remains solely an employee of ACT
- No joint employment relationship is created with the Town
- The Town does not provide wages, benefits, or workers' compensation coverage
- Supervision of caretaker duties related to Town property remains with the Town Administrator
- ACT retains responsibility for its own employment matters and insurance coverage

This document helps ensure that the roles of the Town and ACT remain clearly defined.

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#### **Staff Recommendation**

Staff recommends that the Town Commission authorize the Town Administrator to implement the caretaker arrangement and execute the Caretaker Services Agreement, Revocable License to Occupy, and Memorandum of Understanding with the Alachua Conservation Trust, subject to review and approval by the Town Attorney.

Establishing this arrangement will provide additional oversight of the Town property, help protect Town assets, and allow the residence to be utilized in a way that benefits the Town.



Town of \_\_\_\_\_

# Micanopy

Florida

## TOWN OF MICANOPY

### CARETAKER SERVICES AGREEMENT

*(Independent Contractor Agreement)*

This Caretaker Services Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20, by and between the **Town of Micanopy, Florida**, a Florida municipal corporation (“Town”), and \_\_\_\_\_ (“Caretaker”)

#### 1. Purpose

The Town owns certain real property located at \_\_\_\_\_, Micanopy, Florida (the “Property”), which includes a residential structure (the “Residence”).

The Town desires to engage Caretaker to provide inspection, monitoring, and limited maintenance services for the Property. In consideration for such services, the Town will grant Caretaker a separate Revocable License to Occupy the Residence.

The services described herein constitute the primary consideration for this Agreement. Occupancy of the Residence is incidental and contingent upon performance of services.

#### 2. Independent Contractor Status

Caretaker is engaged as an independent contractor and not as an employee of the Town.

Caretaker acknowledges and agrees:

- Caretaker is not entitled to wages, salary, or monetary compensation.
- Caretaker shall not receive retirement benefits, insurance benefits, workers’ compensation coverage, unemployment compensation, or any other employment-related benefit.
- Caretaker has no authority to bind or obligate the Town.
- No employer-employee relationship, partnership, or joint venture is created.

Caretaker is solely responsible for any federal, state, or local tax reporting obligations arising from any imputed value associated with occupancy of the Residence.

### 3. Term

This Agreement shall commence on \_\_\_\_\_ and shall continue:

- For a one-year term ending \_\_\_\_\_, unless earlier terminated;  
OR  
 On a month-to-month basis.

This Agreement may be renewed upon written approval of the Town.

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### 4. Scope of Services

Caretaker shall perform the following services:

#### A. Weekly Inspection

Caretaker shall conduct a comprehensive inspection of the Property no less than once per week.

Inspection shall include, but not be limited to:

- Buildings and structural elements
- Fencing and gates
- Trails and grounds
- Signage and access points
- Evidence of trespass, vandalism, dumping, or illegal activity

Caretaker shall submit a written inspection report to the Town Administrator weekly. Photographs shall be included when damage or concerns are identified.

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#### B. Reporting of Emergencies

Caretaker shall immediately report:

- Fire hazards
- Structural damage
- Flooding
- Criminal activity
- Any condition posing risk to public safety

Caretaker shall notify appropriate emergency authorities when warranted.

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## **C. General Maintenance**

Caretaker may perform minor maintenance and repairs up to \$\_\_\_\_\_ annually without prior written approval.

All structural, electrical, plumbing, or major repairs must be pre-approved in writing by the Town.

Caretaker shall not make alterations or improvements to the Residence without written authorization.

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## **D. Grounds Maintenance**

Caretaker shall perform routine mowing, debris clearing, and minor landscape maintenance in designated areas.

If operating Town equipment, Caretaker does so at their own risk.

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## **5. Background Screening**

Prior to occupancy, Caretaker must:

- Submit to a criminal background check
- Pass a sex offender registry check
- Provide references
- Provide driving record (if operating Town vehicles or equipment)

The Town reserves the right to terminate this Agreement if screening results are deemed unsatisfactory.

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## **6. Insurance Requirements**

Caretaker shall maintain throughout the term:

- Renter's insurance
- Personal liability insurance with minimum coverage of \$500,000 per occurrence
- Proof of coverage annually
- Town named as additional insured

Failure to maintain required insurance constitutes material breach.

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## **7. Indemnification**

Caretaker shall indemnify, defend, and hold harmless the Town, its elected officials, officers, employees, and agents from and against any and all claims, damages, liabilities, losses, or expenses arising from:

- Caretaker's acts or omissions
- Injury to guests or third parties
- Animal-related incidents
- Operation of equipment
- Property damage caused by Caretaker
- Environmental violations caused by Caretaker

This provision survives termination.

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## **8. Assumption of Risk**

Caretaker acknowledges that the Property may contain natural hazards, wildlife, uneven terrain, and environmental conditions typical of conservation lands.

Caretaker voluntarily assumes all risks associated with residence and performance of services.

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## **9. Termination**

### **Immediate Termination**

The Town may terminate this Agreement immediately for:

- Criminal conduct
- Failure to perform duties
- Insurance lapse
- Safety hazard
- Misrepresentation
- Conduct detrimental to Town interests

### **No-Cause Termination**

Either party may terminate this Agreement with thirty (30) days written notice.

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## 10. Effect of Termination

Upon termination:

- Services cease immediately.
  - Revocable License to Occupy automatically terminates.
  - Keys must be returned within 48 hours.
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## 11. Public Records

This Agreement is subject to Chapter 119, Florida Statutes.

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## 12. Governing Law

This Agreement is governed by Florida law. Venue shall lie in Alachua County.

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Town of Micanopy

By: \_\_\_\_\_

Town Administrator

Caretaker

By: \_\_\_\_\_



Town of \_\_\_\_\_

**Micanopy**  
Florida

## TOWN OF MICANOPY

### REVOCABLE LICENSE TO OCCUPY

This Revocable License to Occupy (“License”) is entered into between the Town of Micanopy, Florida (“Town”) and \_\_\_\_\_ (“Licensee”).

#### 1. Grant of License

The Town grants Licensee a revocable, non-transferable license to occupy the residential structure located at \_\_\_\_\_ solely for residential purposes.

This License:

- Does not create a lease
- Does not create a tenancy
- Does not create a leasehold estate
- Is not governed by Chapter 83, Florida Statutes

Occupancy is contingent upon an active Caretaker Services Agreement.

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#### 2. Conditional Occupancy

If the Caretaker Services Agreement terminates, this License automatically terminates without further action.

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#### 3. No Property Rights

- **No Homestead Rights**
- Licensee acknowledges and agrees that the Residence is located on property owned by the Town of Micanopy and is being occupied solely under this Revocable License to Occupy.
- Licensee expressly acknowledges that this License does not create any ownership interest, tenancy, leasehold interest, or other property right in the Residence or the Property.
- Licensee further acknowledges and agrees that **no homestead rights shall attach to the Residence or Property**, and Licensee shall not claim the Residence as a homestead under the Constitution or laws of the State of Florida.

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- Licensee agrees that occupancy of the Residence is temporary and revocable and shall not be used as the basis for asserting any ownership, tenancy, or possessory interest in the Property.
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#### **4. Use Restrictions**

Licensee shall:

- Use Residence solely for residential purposes
  - Not sublease or rent
  - Not conduct commercial activity
  - Not use property for political campaign purposes
  - Not store hazardous materials
  - Not alter structure without written approval
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#### **5. Guests**

Guests staying more than ten (10) consecutive days require prior written approval.

Licensee is responsible for conduct of guests.

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#### **6. Pets**

Licensee may maintain \_\_\_\_\_ domestic animals.

Licensee is fully responsible for:

- Compliance with Town ordinances
  - Damage caused by animals
  - Injury to third parties
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#### **7. Utilities**

Licensee is responsible for all utilities and shall maintain accounts in Licensee's name.

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## 8. Condition of Premises

Prior to occupancy of the Residence, Licensee shall provide the Town with a **refundable property damage deposit in the amount of Five Hundred Dollars (\$500.00)**.

The deposit shall be held by the Town as security for the repair of any damage to the Residence or Property caused by Licensee, Licensee's guests, invitees, pets, or any person permitted on the Property by Licensee.

The deposit may be applied by the Town toward the cost of repairing damage beyond normal wear and tear identified during the post-occupancy inspection.

If repair costs exceed the amount of the deposit, Licensee shall remain financially responsible for the full cost of repair.

Any remaining balance of the deposit shall be returned to Licensee within **thirty (30) days** following the termination of this License and completion of the post-occupancy inspection, provided no outstanding damages or obligations remain.

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## 9. Access by Town

Residence is provided to Licensee in **"as-is" condition**, and the Town makes no warranty regarding the condition or suitability of the Residence except as required by law.

Prior to occupancy, the Town and Licensee shall complete and sign a **pre-occupancy inspection report** documenting the condition of the Residence and any existing damage or deficiencies.

Upon termination of this License or vacating of the Residence for any reason, the Town shall conduct a **post-occupancy inspection** to determine whether damage has occurred during Licensee's occupancy.

Licensee shall be financially responsible for any damage to the Residence or Property beyond normal wear and tear caused by:

- Licensee
- Licensee's guests or invitees
- Licensee's pets or animals
- Any person permitted on the Property by Licensee

The Town may apply the property damage deposit toward the cost of repairs. Licensee shall reimburse the Town for any repair costs exceeding the amount of the deposit.

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## 10. Revocation

The Town may revoke this License at any time upon written notice to Licensee for any of the following reasons:

- Termination of the Caretaker Services Agreement
- Breach of this License
- Safety or emergency conditions affecting the Property
- Direction of the Town Commission or Town Administrator
- Any conduct by Licensee that threatens the safety, integrity, or condition of the Property

Because this License does not create a tenancy or leasehold interest, Licensee acknowledges that the Town may require Licensee to vacate the Residence upon revocation of this License.

Unless otherwise specified by the Town, Licensee shall vacate the Property **within forty-eight (48) hours** of written notice of revocation.

Failure to vacate within the required time may result in the Town pursuing all remedies available under Florida law.

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## 11. Surrender

Upon termination:

- Keys returned
- Personal property removed
- Residence left clean and undamaged

Failure may result in removal at Licensee's expense.

Licensee shall leave the Residence in substantially the same condition as received, ordinary wear and tear excepted.

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Town of Micanopy

By: \_\_\_\_\_

Licensee

By: \_\_\_\_\_



Town of \_\_\_\_\_

**Micanopy**  
Florida

## MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**TOWN OF MICANOPY, FLORIDA**

**AND**

**ALACHUA CONSERVATION TRUST, INC.**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_, 20, by and between the **Town of Micanopy, Florida**, a Florida municipal corporation (“Town”), and **Alachua Conservation Trust, Inc.**, a Florida not-for-profit corporation (“ACT”).

### 1. Purpose

The Town owns certain property located at \_\_\_\_\_ (the “Property”), which includes a residential structure intended for use by a caretaker.

The Town may offer occupancy of the residence to an individual who is employed by ACT.

The purpose of this MOU is to clarify the relationship between the Town and ACT regarding such individual and to prevent any misunderstanding concerning supervision, liability, employment status, or authority.

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### 2. No Joint Employment

The parties expressly agree:

- The caretaker, even if employed by ACT, is **not an employee of the Town**.
- The caretaker is **not jointly employed** by ACT and the Town.
- No joint employment, partnership, or agency relationship is created between the Town and ACT.

Nothing in this MOU shall be construed to create an employment relationship between the Town and any ACT employee.

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[townhall@micanopytown.com](mailto:townhall@micanopytown.com)

### **3. Separate Agreements**

The caretaker shall enter into:

- A Caretaker Services Agreement directly with the Town; and
- A Revocable License to Occupy with the Town.

ACT is not a party to those agreements.

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### **4. Supervision and Direction**

The Town shall supervise and direct the caretaker only with respect to duties performed under the Caretaker Services Agreement relating to the Town's Property.

ACT retains sole supervisory authority over the individual with respect to ACT employment matters.

The Town shall not control, direct, or evaluate the caretaker's performance of ACT job duties.

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### **5. No Compensation by Town**

The Town shall not:

- Pay wages
- Provide benefits
- Provide retirement contributions
- Provide workers' compensation coverage
- Provide unemployment coverage

Any housing provided by the Town is exchanged solely for services under the Caretaker Services Agreement.

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### **6. Workers' Compensation and Insurance**

ACT acknowledges that:

- The caretaker is not covered under the Town's workers' compensation policy.
- Any injury arising out of ACT employment remains the responsibility of ACT.

The parties agree that any injury arising from the caretaker's services for the Town shall be addressed in accordance with the Caretaker Services Agreement.

Each party shall maintain its own insurance coverage and shall not rely upon the insurance of the other.

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## 7. No Authority to Bind

The caretaker shall have no authority to:

- Bind ACT when performing Town caretaker duties.
  - Bind the Town when performing ACT employment duties.
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## 8. Liability Allocation

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

Nothing herein shall be construed as a waiver of sovereign immunity by the Town pursuant to Section 768.28, Florida Statutes.

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## 9. Term and Termination

This MOU shall remain in effect unless terminated by either party upon thirty (30) days written notice.

Termination of this MOU does not obligate the Town to continue occupancy of the caretaker residence.

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## 10. No Third-Party Beneficiaries

This MOU is solely for the benefit of the Town and ACT and creates no rights in any third party.

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## 11. Governing Law and Venue

This MOU is governed by Florida law. Venue lies in Alachua County, Florida.

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Town of Micanopy

By: \_\_\_\_\_

Title: \_\_\_\_\_

Alachua Conservation Trust, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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