

## VANDAL WATCH AGREEMENT

This Agreement made and entered into this 1<sup>st</sup> day of September, 2013, by and between The School Board of St. Lucie County, hereinafter called "The School Board" and Herman Tolbert hereinafter called "Vandal Watch".

### WITNESSETH:

WHEREAS, vandalism of the public schools of St. Lucie County, Florida is a concern; and

WHEREAS, The School Board has determined and does hereby determine that the locating on school grounds of a family living in a mobile home, may be a detriment to vandalism; and

WHEREAS, Vandal Watch is desirous to locate his/her mobile home and live on an area of the Frances K. Sweet Elementary School ("School") site, separated from the school.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed, and covenanted by and between the parties hereto as follows:

1. The School Board shall provide a Vandal Watch Space on the School site, separated from the school grounds, designated by the Superintendent (or his/her Designee) on which Vandal Watch shall locate his/her mobile home.
2. Upon the request of Vandal Watch, The School Board will allow the installation of up to one hundred (100) feet of four-foot chain link fence around the Vandal Watch Space at the expense of The Vandal Watch.
3. The School Board shall furnish only water, sewer, and electrical hook-ups to the Vandal Watch Space. It is the responsibility of the Vandal Watch to have final utility connections made to the Vandal Watch Space. Garbage service shall only be provided to Vandal Watch by The School Board if the particular Vandal Watch Space on which the Vandal Watch's mobile home is located has a contracted garbage service, Monthly fees or charges incurred by the Vandal Watch for the use of all such services shall be the expense of the Vandal Watch. The School Board shall not owe the Vandal Watch any duty for such services, except as expressly stated herein.
4. Except as hereinafter provided, any and all expenses and/or liability incurred in moving Vandal Watch's mobile home to or from the Vandal Watch Space, blocking, or maintaining said mobile home shall be the responsibility of the Vandal Watch, and Vandal Watch shall hold The School Board harmless for the same.
5. Vandal Watch shall locate his/her mobile home on the Vandal Watch Space, and shall maintain the same as his/her residence with his/her family. Vandal Watch shall directly inform the school administrator ("Principal") in advance of any absence of forty-eight (48) or more consecutive hours.
6. The Vandal Watch shall abide by the Vandal Watch Resident Guidelines attached hereto as Exhibit A. Vandal Watch shall not keep any animals, including but not

limited to livestock and/or pets; and shall not install any outbuildings, construct any permanent improvements nor locate any structures of any type whatsoever on any property of The School Board, including but not limited to the Vandal Watch Space provided for the Vandal Watch's mobile home, unless the Vandal Watch submits, in advance, a written request for location or maintenance of any such animals or items and such written request is approved by the Principal and by the Superintendent or a designee of the Superintendent ("Superintendent's Designee"). It is the obligation of the Vandal Watch to request in writing, in advance, any variance of these requirements. The Vandal Watch shall immediately remove at his/her expense any item or animal which is maintained on the Vandal Watch Space in violation of the foregoing rules and procedures.

7. The Vandal Watch shall be responsible for maintaining the mobile home and the Vandal Watch Space together with any improvements thereon, in a clean, orderly and sanitary condition at all times.
8. The Vandal Watch shall not operate or maintain on the premises, any business or commercial venture, but shall use the Vandal Watch Space only as a single-family residence.
9. The Vandal Watch shall, at his/her expense, have installed and maintain in his/her mobile home, a telephone in Vandal Watch's name, and shall furnish the Principal and the Superintendent with the number of such telephone.
10. The Vandal Watch shall keep a watchful eye on the school site and buildings, and shall immediately report by telephone any trespassers to the proper law enforcement agency, the Principal or a designee of the Principal ("Principals Designee") and the Superintendent or the Superintendent's Designee.
11. The Vandal Watch agrees to carry out written duties assigned by the Principal as approved, in advance, by the Superintendent.
12. The Vandal Watch shall allow The School Board to install a security monitor receiver, as available, in the Vandal Watch's mobile home at no cost to the Vandal Watch.
13. The Vandal Watch shall maintain a written log of his/her work done in connection with this Agreement, in substantially the form attached hereto as Exhibit B.. The Vandal Watch shall immediately report by telephone (911 or other emergency call) to the proper legal authority any such unusual, suspicious, or improper matter observed and the date, time and other details of such occurrence. The Vandal Watch shall log (1) the matters or events which are observed by the Vandal Watch reasonably determined by the Vandal Watch to be unusual, possibly unlawful, or dangerous with respect to the properties and facilities of The School Board and (2) the actions taken in response to the foregoing events or matters. The Principal shall be responsible to obtain on a monthly basis, a copy of the log kept by the Vandal Watch. Upon the Principal confirming that the Vandal Watch's log has been maintained as required, the Vandal Watch shall be reimbursed by up to \$100 of the Vandal Watch's monthly electric bill. In order to receive this reimbursement, the Vandal Watch must timely submit his/her electric bill to the Principal. Within 45 days thereafter, the Vandal

Watch shall receive reimbursement from the School Board of up to \$100 of the Vandal Watch's monthly electric bill.

14. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program for the express purpose of reducing vandalism on school property, and that this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event the Superintendent or the Superintendent's Designee terminates this Agreement, the entire costs for the removal of the Vandal Watch's mobile home shall be borne by the Vandal Watch.
15. Either party may, at that party's sole discretion and without cause, exercise the termination rights set forth in Section 14 of this Agreement without cause.
16. The Vandal Watch shall be responsible for the proper licensing pursuant to any and all governmental laws and regulations concerning the Vandal Watch's mobile home, and shall install and maintain proper tie-downs for the Vandal Watch's mobile home as required by Florida law.
17. The Vandal Watch shall conduct himself, and shall require his/her family and others on the premises with the Vandal Watch's consent to conduct themselves in a manner that does not disturb or interrupt any school function or activity, disturb the surrounding residents, or in any way that would constitute a breach of the peace. The Vandal Watch agrees that dependent children or guests to the Vandal Watch's mobile home shall not be granted access to any school buildings without consent of the Principal.
18. The Vandal Watch shall keep in full force and affect a homeowner's insurance policy with a minimum limit of liability in the amount of \$300,000, combined single limit evidenced by a Certificate of Insurance. The Certificate of Insurance shall provide for thirty (30) days notice to The School Board in the event of cancellation of such insurance. The minimum amount of liability coverage may be reduced at the sole discretion of the Superintendent or the Superintendent's Designee.

The Vandal Watch shall furnish copies of the Vandal Watch's insurance policies, which are required herein. The Superintendent or the Superintendent's Designee shall retain copies of the Vandal Watch's insurance policies. Vandal Watch's failure to deliver these policies to the Superintendent or the Superintendent's Designee Will be a breach of this Agreement. The Vandal Watch shall also provide a certificate of insurance to the School Board's Director of Risk Management located at 4204 Okeechobee Road, Ft. Pierce, Florida 34947.

The Vandal Watch hereby holds harmless, releases and indemnifies The School Board and all of its agents and employees from and against any and all claims by the Vandal Watch or any heirs or successors in interest of the Vandal Watch for any loss, damage, claim, or any other matter of any type whatsoever related to housing or the maintenance of the Vandal Watch's mobile home on property owned by the School Board, including but not limited to any damage to the mobile home caused by any outside condition, accident, conduct by any third party or other cause of harm or calamity with regard to the mobile home and its contents. The Vandal Watch shall additionally hold harmless and indemnify the School Board from and against any and

all claims by third parties which may be made against the School Board or any of its agents or employees for any matter related to or resulting from the activities of the Vandal Watch, any guest or family member of the Vandal Watch or any other person located on The School Board property due to a relationship with the Vandal Watch or the Vandal Watch's mobile home. This provision shall survive the termination of this Agreement.

19. The term of this Agreement is from September 15, 2013 until September 15, 2014, unless sooner terminated pursuant to the provisions of this Agreement. A new Agreement is required to be signed by The School Board and the Vandal Watch annually. In the event this Agreement expires without renewal, the Vandal Watch may remain on the Vandal Watch Space on a month to month basis with the terms of this Agreement governing.
20. The Vandal Watch agrees that this Agreement is personal to the Vandal Watch. No subleasing or assigning of this Agreement is permitted. The Vandal Watch has breached this Agreement if the Vandal Watch is absent from the property (without prior written permission of the Principal as set forth in Section 5 of this Agreement) for more than 48 consecutive hours or if the Vandal Watch moves away from or abandons the Vandal Watch's mobile home.
21. If there is a material and substantial breach of this Agreement, or, if the Vandal Watch has abandoned the property or is absent for more than 48 hours without proper justification, or, if any activity of the Vandal Watch (or any guest or family member of the Vandal Watch) is in violation of any of the requirements of this Agreement related to the health, safety and welfare of The School Board, its students or employees, then this Agreement may be terminated immediately upon notice by the Superintendent or the Superintendent's Designee. In such event, the Vandal Watch shall immediately take action to have the Vandal Watch's mobile home relocated at his/her expense, and agrees to immediately move himself/herself and his/her family members from the Vandal Watch Space until the relocation of the Vandal Watch's mobile home has been completed. The School Board shall not be responsible for any loss or damage to the personal property, including mobile home, of the Vandal Watch. If the Vandal Watch fails to remove the Vandal Watch's personal property, including mobile home, within sixty (60) days of the date of termination of the Agreement or abandonment of the property, whichever first occurs, the School Board may remove of such personal property as provided in Section 22 below.
22. Upon termination of this Agreement, the Vandal Watch will at once surrender possession of the Vandal Watch Space in as good condition as when first received, normal wear and tear excepted, and remove all of Vandal Watch's personal property therefrom, specifically including the mobile home, within sixty (60) days from the date of termination. Any personal property of the Vandal Watch not removed in accordance with this Section may be removed by the School Board for storage at the cost of the Vandal Watch. Failure on the part of the Vandal Watch to reclaim the Vandal Watch's personal property, including the mobile home, within sixty (60) days from the date of termination shall constitute an abandonment to the School Board for whatever disposition is deemed to be in the best interest of the School Board, and an acknowledgement that such personal property has no value in excess of the cost of the removal. Upon any such abandonment, the School Board shall, at its discretion,

remove, store, or dispose of such property at the Vandal Watch's expense.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS

THE SCHOOL BOARD OF  
ST. LUCIE COUNTY, FLORIDA

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_,  
Chairman

\_\_\_\_\_  
Print Name of Witness

ATTEST:

By: \_\_\_\_\_  
Michael Lannon, Superintendent

VANDAL WATCH/MOBILE HOME OWNER

\_\_\_\_\_  
Signature of Vandal Watch/Mobile Home Owner

\_\_\_\_\_  
Print Name of Vandal Watch/Mobile Home Owner

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### VANDAL WATCH RESIDENT GUIDELINES (LIVING ON SCHOOL PROPERTY)

The following procedures will be adhered to by the Vandal Watch as a condition of continued residence on the School site, separated from the school.

1. The area designated as the vandal watch location shall be kept neat in appearance. The mobile home must meet all mobile home codes of Florida and St. Lucie County. Mobile home skirting is required. Mobile home exterior appearance must be kept to a high standard. Items stored (personal belongings only) on location must be properly shielded by use of a suitable storage building (type of building and location must be approved by site administrator in advance).

Unlicensed vehicles may not be stored on resident property. Grass and other shrubbery must be maintained by cutting or trimming as needed.

Placement of fence, if desired, must be approved (type and location) by the facility administrator, in advance. The cost of the fence and installation thereof shall be the responsibility of The School Board.

2. The Vandal Watch and his/her family members must maintain a reasonable standard of dress, personal appearance, and general conduct and behavior.
3. The Vandal Watch must maintain proper conduct and supervision of family members and guests while on vandal watch location.
4. The Vandal Watch is required to adhere to all School Board Policies while on that location.

### DUTIES AND RESPONSIBILITIES

The Vandal Watch will be responsible for the security of the assigned area as follows:

#### A. Normal Work Days

From the time the custodian leaves in the evening until arrival of employees the following morning.

#### B. Non-Work Days

During the entire period in which the building is not occupied.

#### C. Security Checks (Physical)

The Vandal Watch shall make a physical inspection of the building after the custodial staff has departed to insure that all lighting is proper, doors and windows secure, HVAC system is operational, and that the building is empty of all occupants. If the

building is alarm equipped, it shall be set. Additional areas of responsibility, as determined by the building administrator, include but are not limited to the following duties:

Weekends and non-school day inspections shall be conducted as outlined above, except two (2) checks are required, one in the morning and another in the evening. Particular attention shall be directed to the HVAC system during inclement weather.

Work days and non-work days when inclement weather prevails, especially when temperature is below 30 degrees, the HVAC system will be checked two (2) times daily, morning and evening. (Work days, A.M. check shall be made at 5:00 A.M., in order to give heating repairmen time to respond prior to beginning of regular work day). This requirement may be waived at the discretion of the building administrator.

#### D. **ABSENCES**

This position requires that the Vandal Watch be physically present upon the site with the following exceptions:

1. Annual Leave — The dates and length of annual leave shall be submitted (well in advance) to the building administrator for his/her consideration.
2. Monthly Weekend — One weekend absence per calendar month is authorized provided approval is obtained as outlined in paragraph 1 above.
3. Other Absences — All other absences of unusual nature shall be cleared by the building administrator.

#### E. **RESPONSIBILITIES**

1. The Vandal Watch shall act as “eyes” and “ears”. In the event of unusual situations, the Vandal Watch shall request assistance from police or fire departments as required. Emergency notification shall be made from telephone listings furnished by the building administrator.
2. The purpose of the Vandal Watch Resident Program is prevention, not apprehension. In the event that the detention of a suspect would occur, the police are to be summoned immediately. Vandal Watch is not authorized to use any restraining devices. Care must be taken so as not to cause harm or injury to the public. Vandal Watch is not to place himself/herself in a situation that may cause harm or injury to himself/herself.

#### F. **ACCOUNTABILITY**

The Vandal Watch shall be accountable to the site administrator for performance at the site.

#### G. **INSURANCE REQUIREMENTS**

The Vandal Watch shall present a Certificate of Insurance to cover all personally owned property to be located or used upon School Board property.

**H. HOLD HARMLESS AGREEMENT**

The Vandal Watch agrees to assume full responsibility for and hold harmless the School Board, its agents, servants and employees from any legal liability, injury or damage to the person or property of the Vandal Watch family or others and to assume full responsibility of any damage to any School Board property or person in connection with the use of school property for security functions.

**EXHIBIT B**

VANDAL WATCH MONTHLY SECURITY LOG

**SCHOOL BOARD OF ST. LUCIE COUNTY**  
**VANDAL WATCH MONTHLY SECURITY LOG**

Name of School: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

Name of Tenant: \_\_\_\_\_

DATE	DESCRIPTION OF EVENT	ACTION TAKEN
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*Please attach additional pages if necessary.*

I hereby certify that the foregoing information is true and accurate:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_