

VANDAL WATCH AGREEMENT

WHEREAS, the School Board of Palm Beach County purchased property as a land bank for a future high school that comprised of a residence and horse stables on forty-seven acres of property, and

WHEREAS, the School Board of Palm Beach County desires to secure this property from trespassers, and

WHEREAS, the School Board of Palm Beach County desires to limit the risk of injury to persons who may trespass on said property, and

WHEREAS, Eli Cano, a School District Law Enforcement Officer, performs the duties of a vandal watch person at West Technical Education Center and agrees to be relocated to said Lyons Road property.

NOW, THEREFORE, the parties agree as follows:

Eli Cano, who is employed as a sworn law enforcement officer for the School District of Palm Beach County, hereinafter referred to as “Employee”, hereby enters into this Agreement with the School Board of Palm Beach County, herein after referred to as “District”, in accordance with the terms and conditions set forth herein.

1) Duration of Agreement

- a) The terms of this Agreement shall be in effect until canceled with or without cause by either party by providing thirty (30) days written notice to the other party.
- b) Employee, his wife and dependent children, shall have the right to occupy for the term of this Agreement, the property owned by the District more particularly described in Exhibit “A” attached hereto.
- c) Employee’s occupancy of the property does not create any ownership interests, rights to claim for adverse possession, or any legal or equitable rights not specified herein.

- d) Employee has no authority to permit others to occupy or co-occupy the property for more than a 48-hour period without written consent of the District.

2) Responsibility of the Employee:

- a) Employee shall be responsible at his sole expense for all maintenance and repairs to the property.
- b) Employee shall be responsible at his sole expense for all utility fees.
- c) Employee shall provide vandal watch services during the evening, night, and early morning hours while the Employee is present and awake on the property. The Employee shall notify the School District Police Department of any suspected vandalism or trespass on the property.
- d) The Employee shall be responsible to the Chief of the School District Police Department and advise the Chief if he will be away from the property for more than five (5) consecutive days.
- e) No part of the property may be used by the Employee for the purpose of carrying on any business, profession, or trade, or for any purpose other than as a place of residence and as a place to provide vandal watch services as provided herein.
- f) Employee shall comply with any and all laws, ordinances, rules or orders of any governmental authority affecting the cleanliness, use, or occupancy of the property.

3) Responsibility of the District

- a) The District shall provide the existing house and allow Employee, his wife and dependent children, to reside in said house in return for his agreement to provide vandal watch services at this site. The District shall not be responsible for any repairs or maintenance to any portion of the house or surrounding yard.
- b) The District assumes no responsibility for the theft, destruction or loss of money, valuables, or other personal property belonging to, or in the custody of the Employee or any third party, for any cause whatsoever, whether such

losses occur in living spaces, public areas, or elsewhere on the property. The Employee is strongly encouraged to carry personal property insurance.

- c) The District shall not be responsible to the Employee, Employee's family, nor Employee's guests for any personal injury or damage arising out of the use of the premises under this Agreement.

4) Entry Upon Employee's Space

- a) The District may enter the Employee's house without prior consent of the Employee in case of emergency or when the Employee has abandoned the property. Notwithstanding anything to the contrary in this Agreement, District shall not have an obligation to monitor, inspect, nor evaluate the condition of the property for any purpose whatsoever, including, but not limited to, identifying or remediating any adverse conditions within the structure.

5) Insurance

- a) Prior to execution of this Agreement by the District, the Employee shall provide a certificate of insurance evidencing insurance coverages as required herein.
- b) The Employee shall maintain at his own expense General Liability Insurance. The Employee shall procure and maintain, for the term of this Agreement, General Liability Insurance. The insurance may be included in a renter's type package policy which includes property insurance for the Employee's personal property.
- c) The policy shall provide coverage for wrongful or negligent acts of the Employee which result in property damage, bodily injury, or legal liability resulting directly or indirectly from the performance of this Agreement or the Employee's presence on the property.
- d) The School Board of Palm Beach County shall be named as an additional insured. The policy will be primary over any other available insurance or self-insurance. The minimum limits of the coverage shall be \$3,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

6) Indemnification

- a) The Employee shall, in addition to any other obligation to indemnify the School Board of Palm Beach County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials and employees from and against all claims, actions liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting in whole or in part from any actual or alleged act or omission of Employee arising out of or in connection with this Agreement. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Employee under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the District to enforce this Agreement shall be borne by the Employee. The Employee recognizes the board nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

7) Hazardous Substances

- a) The Employee covenants and agrees that Employee shall not store, use, maintain, release, or dispose of hazardous materials, pollutants, or contaminants on the property in violation of any Federal, State, of local law, ordinance, rule, or regulation. The Employee shall indemnify, defend with counsel acceptance to the District and hold The School Board of Palm Beach County and their directors, officers, employees, invitees, and agents harmless from and against any claims damages, costs, and liabilities arising out of any hazardous wastes, toxic substances, or related materials (collectively "Hazardous Materials") on, under, or about the property which may have existed prior to and/or which may have existed prior to or which may have occurred subsequent to the commencement of this Agreement. The Employee further agrees to remove, maintain, and/or remediate any hazardous condition caused by the Employee at his sole expense, including, but not limited to, fines, liens, cost of remediation, studies, reports and/or third party claims, actions, or enforcement by any State, local, or Federal Agency with jurisdiction.

8) No Assignment

- a) The Employee shall not be permitted to assign this Agreement without prior written District approval. The District reserves the right to approve at its sole discretion any assignment of this Agreement.

9) Choice of Law and Forum

- a) This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the Laws of Florida, venue in Palm Beach County, Florida. The prevailing party shall be entitled to attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

10) Acknowledgment

- a) The Employee acknowledges that he has read, understood, and received copies of this Agreement, and has reviewed the District's policies which may be accessed at the School District's website. The Employee understands that by executing this Agreement, he will be bound by its terms and conditions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer as of the effective date hereof.

**The School Board of
Palm Beach County, Florida**

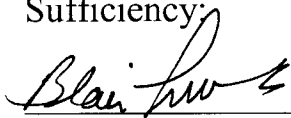
School District Employee

William G. Graham
School Board Chairman

Eli Cano

Arthur C. Johnson, Ph.D.
Superintendent

Approved as to Form/and Legal
Sufficiency:



Attorney for the Board

EXHIBIT "A"

The West 1/2 of Tract 54 and The West 1/2 of Tract 59, Less the South 10 feet, Block 28, Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page(s) 45, Public Records of Palm Beach County, Florida.

Tracts 55 and 56, Less the West 70 feet thereof, Tract 57, Less the West 70 feet, and Tract 58, Block 28, Palm Beach Farms Co. Plat No. 3, according to the map or plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.