

## SECURITY GUARD INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 15th day of, between, Kyle Pfender hereinafter referred to as "Security Guard" and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred as the "Board", under the following terms, conditions and mutual promises and consideration.

1. The Board contracts with Security Guard to perform resident security guard services at Pine View commencing on November 6, 2012. Either party may terminate this Agreement, without cause, upon giving the other party thirty (30) days written notice.
2. During the term of this Agreement, Security Guard shall be entitled to reside in the mobile or residential home owned by the Board, located on the grounds of Pine View. Security Guard shall provide all furnishings for the mobile or residential home at his/her own expense, and such furnishings shall remain the property of Security Guard. The Board shall furnish the washer, dryer, stove, and refrigerator which shall remain the property of the Board.
3. The Board shall provide electricity, water, sewage, trash collection and maintenance for the mobile/residential home facilities to the Security Guard at a **monthly charge of \$500.00** subject to annual review. Security Guard agrees to pay the Board, without demand, the **fee on the first day of each calendar month** of this Agreement. If the commencement date of Security Guard's work as resident security guard is not on the first day of a calendar month, the fee for the period between the commencement date of such employment and the first day of the following month shall be prorated on a per diem basis at the monthly fee set forth above and shall be payable on the commencement date of employment.
4. Upon execution of this Agreement, Security Guard shall deposit with the Board, the sum of \$500.00, which shall be held by the Board, without accrual of Interest, as the first security deposit. **Within 60 calendar days, the Security Guard shall deposit with the Board an additional \$500.00, without accrual of interest, as the second and final deposit.** If the Security Guard damages the mobile/residential home, the Board, at its option and without any prejudice to any other remedy which the Board may have, may apply the entire deposit or so much thereof as is necessary to compensate the Board toward payment of any loss or damage sustained by the Board due to damage of the mobile home. Security Guard shall upon demand restore the security deposit to the original sums deposited. If there are no outstanding fees and Security Guard leaves the mobile/residential home in a clean and orderly condition, normal wear and tear excepted, and the security deposit shall be returned in full to Security Guard upon termination of this Agreement. The Board shall maintain the mobile/residential home in reasonable repair but in no event shall the Board be responsible for maintenance necessitated by acts of misuse or neglect. **Security Guard shall notify the Director of Security of needed repairs in writing within a reasonable time. The Board shall have the right to inspect the mobile/residential home at reasonable times upon request.**
5. Security Guard at his/her own expense shall have a telephone installed in his/her name in the mobile/residential home. Security Guard shall maintain such telephone during the period of this Agreement and shall furnish the Director of Security, the School Site principal, and the Board Security Department with the telephone number. In addition, the Security Guard shall furnish the Board with alternate telephone number(s), pager numbers and cell phone numbers.

6. The Board shall provide a utility/storage shed (approximately eight foot by ten foot) for the use of Security Guard. The Board shall provide either a TV antenna or, at the Board's sole option, connect the mobile/residential home to the school site's cable TV line.
7. Security Guard shall be responsible for loss or damage to the contents of the mobile/residential home if caused by the negligence of the Security Guard, his/her family, or guests. In no event will the Board be responsible for loss or damage to personal property of the Security Guard.
8. The Board shall provide a designated parking area for the use of Security Guard to accommodate two non-commercial passenger motor vehicles. At no time shall Security Guard or any occupants of the mobile/residential home have more than two non-commercial motor vehicles on the School Site. This provision does not preclude Security Guard's guests from parking at the School Site while visiting Security Guard.
9. Security Guard and any occupants of the mobile/residential home shall not park any boats, trailers, commercial vehicles, or similar equipment such as debilitated motor vehicles on the School Site without prior written approval of the Director of Security and the School Site principal.
10. Pets are not allowed in the mobile/residential home or on the School Site without the express written consent of the Director of Security and the School Site principal.
11. The mobile/residential home may be used only for the personal residence of Security Guard, his/her spouse and children. Security Guard shall not be prohibited from harboring guests in the mobile/residential home temporarily, but must notify the Director of Security and the School Site principal, in writing, of the number of such guests, their name(s), and of the duration of their stay.
12. Security Guard shall conduct himself/herself and require his/her family and guests to conduct themselves in a manner that does not disturb or interrupt any School Site function or activity or disturb the neighbors.
13. Security Guard agrees not to use the mobile/residential home for any commercial or business purpose but shall only use the mobile home as a single family residence. Security Guard may not alter, remove, or add anything to the mobile/residential home.
14. In his/her position as resident security guard, Security Guard shall personally patrol the premises of the School Site and check exterior entrances to all buildings on the School Site to insure that they are securely locked, and that no unauthorized entry has been made. Security Guard shall inspect the grounds and buildings for evidence of vandalism, burglary, trespass, fire, or other unusual event or condition. If any such evidence is detected, the Security Guard shall immediately call for the assistance of law enforcement or fire fighting agencies, as appropriate, shall report such matter to the School Site principal or designee and the Security Department, and shall take such other steps as are reasonably available to protect the School Site property. Unless the Security Guard is a sworn law enforcement officer, the Security Guard shall not under any circumstances attempt to confront or restrain any person, nor take any action which subjects Security Guard or others to risk of injury, except where Security Guard or another is in

immediate danger. In that event, Security Guard may take reasonable action to protect against injury to himself/herself or another.

15. Security Guard shall perform the duties described in paragraph 14 above, once during the nighttime hours, each day of the week including Saturdays, Sundays, and holidays, and in addition thereto shall make a similar daytime inspection on days when the school is not open. The time required for Security Guard to perform these duties varies according to conditions. The Security Guard shall complete a (daily or weekly) campus security report (Attachment A ) and forward the originals to the Director of Security and a copy to the School Site principal every Monday morning. In cases where immediate action should be taken, the daily campus security report may be forwarded immediately to the Director of Security and School Site principal.
16. Any Security Guard who is a current Florida certified law enforcement officer shall respond immediately to any notification by School Board Security of any burglary/intrusion alarm that has been activated at the School Site.
17. Security Guard agrees to maintain his/her regular residence in the mobile/residential home on the School Site, and to be reasonably vigilant for: (a) violations of state , county and local statutes and/or ordinances and Board rules or policies (b) activities that are dangerous, illegal, or improper, or (c) suspicious events, persons or activities, during such times as he/she is present on the School Site.
18. Security Guard shall be free at any time to temporarily leave the School Site to attend to personal matters. Security Guard shall inform in writing the Director of Security and the School Site principal or designee and the Security Department in advance of any absence of 48 hours or more.
19. Security Guard shall advise unauthorized visitors that the School Site is officially closed after sunset and shall ensure that these individuals have left the School Site.
20. Unless Security Guard is a currently Florida certified law enforcement officer, he or she shall, at his/her own expense, be fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools.
21. The direct supervision of Security Guard shall be the responsibility of the School Site principal.
22. Security Guard shall not be allowed to carry any firearms on the School Site unless he/she is a current Florida certified law enforcement officer.
23. Pursuant to Section 83.42(1), Florida Statutes , it is expressly understood by the Board and the Security Guard that no residential tenancy or landlord/tenant relationship is created by this Agreement. This Agreement is not intended to constitute lease of the mobile/residential home. Either party may terminate this Agreement at any time giving 30 calendar days prior written notice to the other party. Upon termination of this Agreement, Security Guard shall remove his/her personal property from the mobile/residential home, surrender any tools and equipment furnished to him/her by the Board and return all keys for the mobile/residential home to the Director of Security or his designee. Security Guard shall leave the mobile/residential home in a

clean and orderly condition, normal wear and tear excepted. The security deposit shall be returned within a reasonable amount of time after the mobile/residential home has been inspected by the Facilities Department. Any loss, damage, outstanding utility and/or monthly user fees shall be deducted from the security deposit.

- 24. Any notices or reports given or required to be given in connection with this Agreement shall be delivered: as to the Board to Director of Security at 1960 Landings Blvd., Sarasota, Florida 34231, and copied to the School Site principal; as to the Security Guard at the mobile/residential home.
- 25. This Agreement specifically voids, cancels, and supersedes any prior written or other agreement or contracts previously made between Security Guard and the Board or its representative.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

By: \_\_\_\_\_  
School Site Principal

\_\_\_\_\_  
Security Guard

By : \_\_\_\_\_  
Interim Director of Safety & Security

By: \_\_\_\_\_  
As Chair of the Board

Approved for Legal Content  
October 26, 2004, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH\_\_\_\_\_