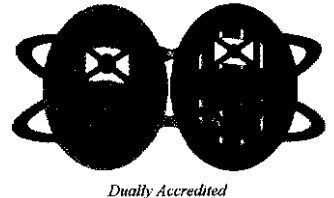




Highlands County Sheriff's Office

Sheriff Susan Benton

434 Fernleaf Avenue
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org



January 20, 2016

Honorable Major Sharon Schuler
City of Avon Park
110 E. Main Street
Avon Park, Florida 33825

Ref: Notice of Intent To Terminate: FIRST MODIFICATION AND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR ADMINISTRATIVE AND MANAGEMENT LAW ENFORCEMENT ASSISTANCE PROVIDING FOR AN AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE HIGHLANDS COUNTY SHERIFF'S OFFICE AND THE CITY OF AVON PARK, FLORIDA

Dear Honorable Mayor Schuler:

On May 28, 2013 you and I representing the City of Avon Park and the Office of Sheriff, respectively entered into an agreement identified above and herein referred to as "Agreement". Article 12 of the Agreement provides for a Term through January 31, 2017.

Article 13, paragraph 13.1 outlines the termination of contract provisions. Therefore, in accordance with the Agreement, I hereby give written notice of intent to terminate the Agreement. Further, this notice is required to be hand delivered and/or sent by Certified Mail, Return Receipt Requested to the City Manager. Both delivery methods will take place. The notice of termination is made now to cover the 365 day provision.

With the transition to a newly elected Sheriff, this action will allow the incoming Sheriff options should they choose to re-new or terminate the Agreement, rather than being held to another year of Agreement due to the lengthy notice provision.

Should you have any questions or concerns, please contact General Counsel Mike Durham. He can be reached at 863-2343.

Respectfully,

Susan Benton
Sheriff

c: Michael Durham, General Counsel
Mark Schrader, Chief Deputy

Weighing in on the race for county sheriff

/ Last Modified: Jan 13, 2016 08:30AM

I have remained silent about it, but the city has a significant interest in the outcome of the sheriff's race.

Look, we have a \$1.3 million annual relationship with the current sheriff. There is no other municipal stakeholder in this county with this type of financial investment into this agency.

This city investment pays for several deputies that are dedicated exclusively to covering the city limits of Avon Park with higher service levels.

The city and sheriff contractual relationship is there because of Sheriff (Susan) Benton and her top level command staff. It has been a good partnership, going on four years.

With this election of a new sheriff, if there are any drastic changes from capricious individuals, or if the agency loses its accreditation or goes backwards in policing practices, we are prepared and ready to make any needed adjustments. This may be the case, as it all starts at the top with the new sheriff's vision for the agency. The current vision in place by Sheriff Benton and Chief (Mark) Schrader is one that the city embraces.

She accredited the agency as one of her top priorities in her vision. That's not easy to attain and maintain. In my opinion, any aspiring candidate from her own agency could be a likely qualified candidate as they understand the direction and values.

I also like Lake Placid's Chief (James) Fansler and his brand of community policing services. Like the Avon Park Public Safety officers, the Lake Placid Police Department also enforces their town local ordinances. We do the same personalized service with our community policing program through our public safety officers. It's about quality of life, and peace of mind for city residents. Avon Park is the only agency in the county with officers certified in three disciplines: police, EMT, and fire services.

I make no bones about it: The changing of the guard at the sheriff's office could mean a change with the city. If we pull out, the sheriff will lose \$1.3 million for the added patrolling of Avon Park. Should the agency fall under the leadership of an individual who lacks the values and vision currently in place, there would be zero hesitation from this office to recommend to the city council to terminate the contract with the sheriff and increase the service level and staffing of the Avon Park Public Safety Department.

Julian Deleon is city manager of Avon Park. He can be reached at jdeleon@avonpark.cc. Guest columns are the opinion of the writer, not necessarily those of the News-Sun staff.

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**INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE AND MANAGEMENT LAW ENFORCEMENT ASSISTANCE
BETWEEN
THE HIGHLANDS COUNTY SHERIFF'S OFFICE
AND
THE CITY OF AVON PARK, FLORIDA**

This Interlocal Agreement (hereinafter "Interlocal Agreement") is made by and between the City of Avon Park, a municipality of the State of Florida whose municipality is wholly located within the boundaries of Highlands County, Florida (hereinafter referred to as "City") and Susan Benton, as Sheriff of Highlands County, a Constitutional Officer of the State of Florida (hereinafter referred to as "Sheriff") to provide comprehensive law enforcement services and administrative and management assistance to the City's Police Department as part of those comprehensive law enforcement services.

WITNESSETH:

WHEREAS, Public agencies (including the Sheriff and the City) are authorized by Chapter 163 Florida Statutes, to enter into contracts for the performance of service functions of public agencies but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The Sheriff and the City expressly deny any intent, express or implied, in this Interlocal Agreement to provide for a delegation by the City of such constitutional authority, statutory duties or City Charter obligations to the Sheriff; and

WHEREAS the Sheriff is the chief law enforcement officer and the conservator of the peace in Highlands County, and

WHEREAS, the City is desirous of obtaining law enforcement administrative and management assistance through this Interlocal Agreement from the Sheriff; and

WHEREAS, the City is desirous of a high level of professional law enforcement assistance and services; and

WHEREAS, the City shall maintain ultimate supervision and control over law enforcement services within the City; and

WHEREAS the City, in June of 2012 requested that the Sheriff submit a proposal to the City for long-term law enforcement service agreement ("Service Agreement"); and

WHEREAS, pursuant to Section 768.28(18), Florida Statutes, neither the Sheriff nor the City waives any defense to sovereign immunity or increases the limits of liability, upon entering into this Interlocal Agreement regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise; and

WHEREAS, the City desires that the law enforcement administration and management assistance be performed upon the terms and conditions hereinafter set forth; and



QUOTED COPY
SUSAN BENTON, SHERIFF
BY *[Signature]*
DATE 12-18-12

NOW, THEREFORE, in consideration of the obligations hereinafter set forth and the legal sufficiency of which is hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – INSURANCE

The Sheriff and the City will maintain sufficient general liability, automobile liability, and workers compensation insurance as required by law for their own respective acts or omissions.

ARTICLE 2 – LIABILITY

Both Parties agree that each shall be responsible for the actions and omissions of their own agents, officers and employees in accordance with State law. Neither the City nor the Sheriff waives any protection provided by sovereign immunity, including but not limited to protection provided pursuant to section 768.28 FS.

ARTICLE 3 – SERVICES

3.1 During the ninety (90) day transitional period of this Agreement, the Sheriff agrees to provide comprehensive law enforcement services within the City and the Sheriff shall supervise and direct day-to-day law enforcement activities of the City's Police Department.

3.2 The promises exchanged herein constitute the consideration hereunder.

ARTICLE 4 – INDEPENDENT CONTRACTOR

The Sheriff, for the purposes of this Interlocal Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the Sheriff.

ARTICLE 5 – TERM

5.1 This Interlocal Agreement shall remain in full force and effect commencing upon the later of the date approved by the City at a public meeting or the date this Agreement is executed by the Sheriff, and ending upon the termination of this Agreement in accordance with the terms herein.

5.2 The terms and conditions of this Interlocal Agreement and any amendment hereto are contingent upon the approval of the City and the Sheriff as memorialized in a written addendum or amendment to this Interlocal Agreement.

ARTICLE 6 – COMPENSATION / REIMBURSEMENT

6.1 During the ninety (90) day transitional period, the Sheriff will perform the duties described herein at no charge. Upon the Sheriff hiring any current City police officer during the ninety (90) day transitional period, the City will pay or otherwise reimburse the Sheriff for all related personnel expenses and provide the Sheriff with all equipment currently provided to a City police officer to perform the officer's respective duties. Except for wear and tear reasonable

for law enforcement services, the Sheriff shall maintain the equipment in good order and condition, and in the event of termination of this Agreement, shall return all equipment.

6.2 Upon the conclusion of the ninety (90) day transitional period, the City agrees to pay the Sheriff a maximum sum of \$983,280.00 annually, paid monthly, for law enforcement services during the term of this Interlocal Agreement.

6.3 As part of the compensation to the Sheriff, the City shall lease the building and office equipment presently utilized by the City for its police Department (hereinafter, "Police Building") to the Sheriff as provided in the lease attached as Exhibit "A" ("Lease").

6.4 As part of the Sheriff's compensation and upon hiring additional law enforcement officers, including current City police officers, to fulfill the terms of this Interlocal Agreement, the City shall provide each officer with a fully equipped police vehicle, as well as related law enforcement equipment.

6.5 In addition to the compensation provided above, the City agrees to add to the annual budget a sum of \$75,000 per year as a reserve for contingency; these funds will cover reasonable unforeseen emergencies while providing services to the City. This additional compensation will be available to the Sheriff upon consultation with the City Manager. In no event, however, shall the City pay the Sheriff any more than the compensation described herein and up to the full \$75,000 contingency sum when appropriate, regardless of any of the Sheriff's expenses for providing law enforcement services to the City, including without limitation emergency costs, loss of equipment or other contingencies.

ARTICLE 7 – TERMINATION

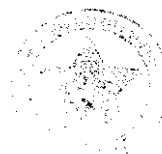
The City or the Sheriff may terminate this Interlocal Agreement with or without cause upon thirty (30) days written notice to the other party of intent to terminate this Interlocal Agreement. If such termination occurs, the Sheriff shall return the City Building and all City vehicles and equipment to the City as provided herein and in the Lease, and the City shall compensate the Sheriff as provided herein, prorated for the remaining period through the termination date.

ARTICLE 8 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

8.1 The Sheriff, by her execution hereof, does hereby represent to the City that she has full power and authority to make and execute this Interlocal Agreement pursuant to the power so vested in her under the Constitution and Laws of the State of Florida.

8.2 Nothing herein contained and no obligation on the part of the Sheriff to be performed hereunder is intended to in any way be contrary to or in contravention of any policy of insurance or surety bond required of the Sheriff pursuant to the laws of the State of Florida or any policy, rule, or Ordinance of the County or the City or the laws of the State of Florida.

8.3 The Mayor for the City of Avon Park, Florida, by the signing hereof, does represent to the Sheriff that the Mayor has full power and authority to make and execute this Interlocal Agreement on behalf of the City.



8.4 Nothing herein contained and no obligation on the part of the City to be performed hereunder is intended to in any way be contrary to or in contravention of any policy, rule, or Ordinance of the County or Charter or Ordinance of the City or the laws of the State of Florida. In the event that a change of laws creates such contravention, this Agreement will terminate with the Sheriff being compensated through the termination date.

ARTICLE 9 – NOTICE

The persons to receive notice under this Interlocal Agreement are:

CITY OF AVON PARK:

City Manager
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825

SHERIFF'S OFFICE:

Susan Benton
Highlands County Sheriff's Office
434 Fernleaf Avenue
Sebring, Florida 33870

ARTICLE 10 – NON-ASSIGNABILITY

The Sheriff shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the City Manager for the City of Avon Park, Florida, which consent must be evidenced by a duly passed resolution.

ARTICLE 11 – THIRD PARTIES

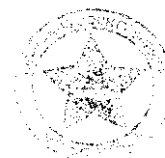
In no event shall any of the terms of this Interlocal Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Interlocal Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 12 – JOINT PREPARATION

The preparation of this Interlocal Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.


ARTICLE 13 – ENTIRE INTERLOCAL AGREEMENT

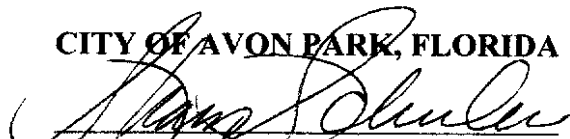
The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Interlocal Agreement is executed or by resolution of the City.




IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials on the date so indicated.

ATTEST:


Cheryl Tietjen, City Clerk

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

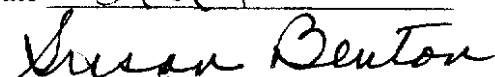
APPROVED AS TO FORM AND CORRECTNESS:


Gerald T. Buhr, City Attorney

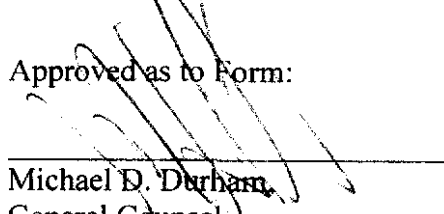
SHERIFF SUSAN BENTON

Date

8/12/12


Sheriff Susan Benton

Approved as to Form:


Michael D. Durham
General Counsel
Highlands County Sheriff's Office




CERTIFIED COPY
SUSAN BENTON, SHERIFF
BY 
12-18-12

EXHIBIT A

Building and Premise Lease Between The City of Avon Park, Florida and The Highlands County Sheriff's Office

THIS BUILDING AND PREMISE LEASE is made and executed as of the 8th day of August, 2012 between The City of Avon Park, a municipal corporation, hereinafter referred, to as "LESSOR", and the Highlands County Sheriff's Office, hereinafter referred to as "LESSEE."

Section 1. Demise, Description and Use of Premises.

In consideration of the sum of Ten and NO/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee and Lessee rents from Lessor, upon the following terms and conditions and for the purpose of providing long term law enforcement services to the Lessor and for no other purpose, the following described real property located in Highlands County, Florida ("Premises"), to wit:

See Exhibit "1" Site Plan with address, attached hereto and made a part hereof.

As used herein, the term "Premises" refers to the real property described in the Site Plan and any improvements located thereon from time to time during the term hereof.

Section 2. Commencement and Term.

The term of this Lease, shall commence on the date of occupation of the Police Building pursuant to the INTERLOCAL AGREEMENT FOR ADMINISTRATIVE AND MANAGEMENT LAW ENFORCEMENT ASSISTANCE BETWEEN THE HIGHLANDS COUNTY SHERIFF'S OFFICE AND THE CITY OF AVON PARK, FLORIDA ("Interlocal Agreement") to which Agreement this Lease is Exhibit "A". This Lease and Lessor shall vacate the Premises and this Lease shall terminate upon the termination of the Interlocal Agreement, and the Interlocal Agreement shall terminate upon the termination of this Lease.

The term of this Lease shall continue until the termination date as provided in the Interlocal Agreement. Under no circumstances whatsoever shall the Sheriff retain possession of the Premises if the Sheriff is not providing law enforcement services pursuant to the active Interlocal Agreement.

If this Lease is terminated, the Lessor will pay to the Lessee the value of amortized structural improvements to the subject property based upon the remaining useful life of said improvements.

Section 3. Basic Rent.



Lessee hereby agrees to pay to Lessor as its Basic Rent for the leased Premises, the sum of Ten and NO/100 Dollars (\$10.00) each year during the term of this Lease, due the 1st of October of each year.

Section 4. Taxes, Fees or Assessments.

Lessor agrees to pay all taxes, fees, assessments or other charges arising from or pertaining to this Lease.

Section 5. Pollution Liability.

The Lessor is responsible for any clean up or mitigation responsibilities or expenses required on the Premises, which are related to any previous use and operations.

Section 6. Permitted Uses; Shared Use.

Lessee shall be entitled to utilize the Premises as a law enforcement facility. The Sheriff recognizes that the City may, from time to time, retain city employed police officers as part of the City's authority for ultimate law enforcement supervision and control, and the Sheriff agrees to share the Premises and accommodate such officers for reasonable workspace within the Premises.

Section 7. Assignment and Sublease.

Lessee may not assign all or a portion of this Lease or sublease the whole or any part of the Premises, including portions of any improvements erected thereon by Lessor or Lessee or other portions of the Premises for any purpose without the consent of Lessor.

Section 8. Improvements, Repairs, Additions, Replacements to the Premises.

The Lessee accepts the Premises AS-IS, WHERE-IS, after Lessee's own inspections of the Premises. Through the term of this Lease, the Lessee shall have the right (but not the duty) to construct, erect, or reconstruct any and all manner of buildings, works, or improvements upon the Premises as are permitted by the then applicable zoning, Subdivision and Building Ordinances of the applicable jurisdiction. Lessee and Lessor will consult in good faith as to any necessary activity as described in this Section for the mutual benefit of each party and the public.

Lessor shall furnish power, water and sewer utility services, and shall pay for repair or replacement of air conditioning equipment, as well as performing all major repairs to the building such as structural repairs and roof repair or replacement. The Lessee shall maintain the premises in good repair, and provide and pay for all other nonstructural expenses for maintaining the building. Lessee agrees that Lessor may conduct inspections of the Premises at any time.

Section 9. Insurance.

Lessor covenants to provide, during the entire term hereof at Lessor's own cost and expense comprehensive insurance covering, defending and protecting Lessor and Lessee as their interest

may appear, against any liability whatsoever, occasioned by or occurring on or about the premises or any appurtenances thereto.

Damage to and destruction of improvements. The Sheriff shall, at all times during the term of this Agreement and at the Sheriff's sole expense, keep all improvements that are now or in the future a part of the Premises, insured against loss or damage by fire and other casualty and extended coverage hazards for the full replacement value of the improvements, with loss payable to City and Sheriff as their interests may appear. Any loss adjustment shall require the written consent of both City and Sheriff.

Definition of full replacement value. The term "full replacement value" of improvements as used in this Agreement shall mean the actual replacement cost of improvements from time to time, less exclusions provided in the normal fire insurance policy. In the event either party believes that the full replacement value has increased or decreased, it shall have the right, but, except as provided below, only at intervals of not less than three (3) years, to have the full replacement value re-determined by the fire insurance company which is then carrying the largest amount of fire insurance carried on the leased Premises, referred to below as "impartial appraiser". The party desiring to have the full replacement value re-determined by the impartial appraiser shall promptly on submission of the determination to the impartial appraiser give written notice of it to the other party to this Agreement. The determination of the impartial appraiser shall be final and binding on the parties to this Agreement, and Sheriff shall promptly increase, or may decrease, the amount of the insurance carried pursuant to this section as the case may be to the amount determined by the impartial appraiser. The determination shall be binding for a period of three (3) years, until it is superseded by addendum between the parties to this Agreement or by a subsequent re-determination by an impartial appraiser. Each party shall pay one-half of the fee, if any, of the impartial appraiser. If during any such three-year period Sheriff shall have made improvements to the Premises, City may have the full replacement value re-determined at any time after the improvements are made at Sheriff's expense, regardless of when the full replacement value was last determined.

Section 10. No Indemnification.

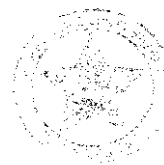
Lessor and Lessee are each responsible for their respective acts or omissions and of their employees and agents, giving rise to any liability whatsoever, occasioned by or occurring on or about the premises or any appurtenances thereto.

Section 11. Time.

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

Section 12. Lessor's Title/Possession.

Lessor covenants that Lessor has fee simple title to the Premises with full right and authority to make this Lease. Lessee shall be delivered possession of the Premises; and Lessee shall have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto



belonging under the terms and conditions herein and during the term of this Lease including all extension terms.

Section 13. Care of Premises.

Lessee shall not violate any of the zoning or other governmental restrictions now or hereafter placed upon the said real property.

Lessee will maintain premises in good working condition to include general cleaning, lawn maintenance and like minor upkeep.

Lessor is responsible for all structural repairs and maintenance to the buildings and parking lots along with all plumbing, electrical, communication infrastructure, fixtures, devices, mechanical equipment including maintenance and repairs caused by normal wear and tear.

Section 14. Lessor or Lessee Default.

If Lessor or Lessee fails to perform or observe any requirement or covenant of this Lease to be performed and observed and such default continues for a period of thirty (30) days after written notice thereof from the non-defaulting Party, the other Party shall have the option of terminating this Lease upon thirty (30) days written notice to the other without waiving any other legal rights hereunder.

Section 15. Waivers.

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same of any other provisions.

Section 16. Notices.

All notices or other communications permitted or required to be given under this Lease shall be given in writing, and delivered to the parties at their respective addresses as set forth below, in one of the following ways, at the option of the party giving the notice: (i) by hand delivery; (ii) by certified or registered mail, return receipt requested and proper postage prepaid; (iii) by a nationally recognized overnight courier service such as Fed Ex. Addresses for Notices shall be the same as provided in the Interlocal Agreement.

Section 17. Governing Law.

This Lease and the performance of the covenants and terms there shall be governed, interpreted, construed, and regulated in accordance with the laws of the State of Florida and venue for any action shall be in Highlands County, Florida.



Section 18. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, Lease shall be valid and be permitted by law. This section shall be enforced to the fullest of this extent

Section 19. Sales Taxes.

Lessor will pay all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any amount required to be paid or paid for hereunder is subject to such a tax, Lessor shall promptly pay the same and any penalties and interest payable thereon.

Section 20. Covenants Binding the Respective Parties.

Except as herein expressly provided, the covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 21. Disposition of Improvements on Termination of Lease.

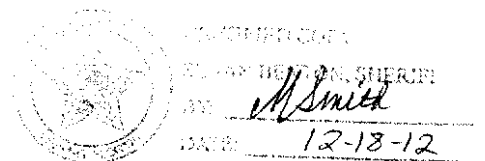
On termination of this Lease for any cause, Lessor shall become the owner of any building or improvements on the Premises. If Lessee is not in default, Lessee shall however have the right to remove any' furniture, fixtures, equipment or other things belonging to the Lessee which may be removed from the premises without changes to any of the buildings or improvements hereinafter located on the Premises.

Section 22. Attorney's Fees and Costs.

In connection with any litigation arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including reasonable attorneys' fees through and including any and all appellate actions. [this is here for our respective insurance carriers]

Section 23. Waiver of Trial by Jury.

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises.



Section 24. Additional Terms and Conditions.

In the event of judicial or mutual termination of this Lease, Lessee shall provide Lessor with a Release and Surrender Agreement with two witnesses, in recordable form, to remove the Memorandum of Lease as a cloud on the title within seven days of written demand therefor.

The preparation of this Interlocal Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 25. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Section 26. Mold.

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Lessee agrees to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the Premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.

Lessee shall maintain and repair as provided herein, or report in writing to Lessor, any visible or suspected mold; all air conditioning or heating problems or spillage; musty odors, water leaks overflows; discoloration of walls, baseboards, doors, window frames, leaking ceiling; moisture dripping from or around any vents, a/c condenser lines; loose, missing or failing grout or caulk around showers, sinks, faucets, countertops, or windows; any and all moisture accumulations that could cause or facilitate mold growth.

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Lessee agrees to clean the areas in a manner that will remove the mold and prevent re-growth.

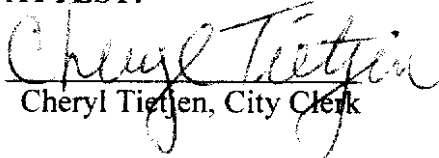


TERMINATION OF TENANCY: Lessor reserves the right to terminate the tenancy and Lessee agrees to vacate the Premises in the event Lessor in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Lessee or other persons and/or Lessee actions or inactions are causing a condition which is conducive to mold growth.

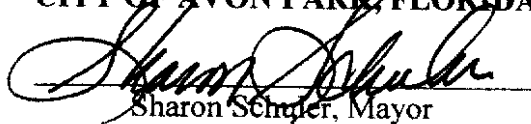
VIOLATION OF ADDENDUM: If Lessee fails to comply with this section, Lessee can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Lessee's failure to notify Lessor of any mold, mildew or moisture problems immediately in writing. Violation shall be deemed a material violation under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies it possesses against Lessee at law or in equity and Lessee shall be liable to Lessor for damages sustained to the Premises. Lessee shall hold Lessor harmless for damage or injury to person or property as a result of Lessee's failure to comply with the terms of this section.

IN WITNESS HEREOF, the parties hereto cause these present to be signed by their duly authorized officers.


ATTEST:


Cheryl Tietjen, City Clerk

CITY OF AVON PARK, FLORIDA


Sharon Schuler, Mayor

APPROVED AS TO FORM AND CORRECTNESS:


Gerald T. Buhr, City Attorney

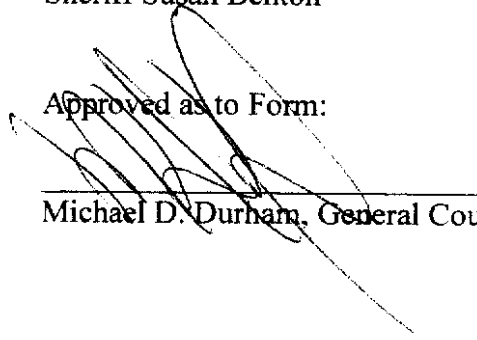
HIGHLANDS COUNTY SHERIFF DEPARTMENT

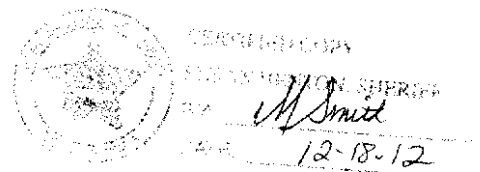
SHERIFF SUSAN BENTON


Sheriff Susan Benton

Date 5/6/12

Approved as to Form:


Michael D. Durham, General Counsel



**FIRST MODIFICATION AND AMENDMENT
TO THE INTERLOCAL AGREEMENT FOR ADMINISTRATIVE
AND MANAGEMENT LAW ENFORCEMENT ASSISTANCE
PROVIDING
FOR AN AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE HIGHLANDS COUNTY SHERIFF'S OFFICE
AND
THE CITY OF AVON PARK, FLORIDA**

This First Modification and Amendment to the Interlocal Agreement (hereinafter "Agreement") is made by and between the City of Avon Park, a municipality of the State of Florida, whose municipality is wholly located within the boundaries of Highlands County, Florida (hereinafter referred to as "CITY") and Susan Benton, as Sheriff of Highlands County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF") and is effective this 28th day of May in the year 2013.

WITNESSETH:

WHEREAS, the CITY and SHERIFF have continued to work cooperatively under the Interlocal Agreement and seek to modify the Interlocal Agreement to provide for an agreement for law enforcement services or Agreement; and

WHEREAS, certain sections of the original Interlocal Agreement have become moot by operation of time or otherwise and the CITY and SHERIFF find it necessary to modify said original Interlocal Agreement and enter into an agreement for law enforcement services or Agreement; and

WHEREAS, the CITY continues its desire of maintaining a high level of professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the CITY also desires that the law enforcement services be performed such that the citizens of the CITY retain the sense of community they enjoy; and

WHEREAS, the SHERIFF has agreed to provide the CITY a high level of professional law enforcement services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the CITY is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF; and

WHEREAS, the CITY, after evaluation of options for the provision to its residents of the municipal law enforcement services enumerated herein, has made a determination that the interests of its residents will be best served by contracting with the SHERIFF and the CITY is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF; and

WHEREAS, the SHERIFF is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions; and

WHEREAS, Public agencies (including the SHERIFF and the CITY) are authorized by Section 163.01(14), Florida Statutes, to enter contracts for the performance of service functions of public agencies but shall not be deemed authorized the delegation of the constitutional or statutory duties of county or city officer. The parties expressly deny any intent, express or

implied, in this Agreement to provide for a delegation by the CITY of such constitutional authority or statutory duties to the SHERIFF; and

WHEREAS, pursuant to Section 768.28(18), Florida Statutes, neither the SHERIFF nor the CITY waives any defense to sovereign immunity or increases the limits of liability, upon entering into this Agreement; and

WHEREAS, nothing contained in this Agreement for Law Enforcement Services ("Agreement") modifies, amends or otherwise affects the terms or conditions of the Interlocal Agreement for Administrative and Management of Law Enforcement Assistance, unless specifically provided or otherwise creates a conflict with such Interlocal; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

A. Patrol Unit shall mean one staffed marked patrol car and all standard equipment as defined by the SHERIFF'S General Orders.

B. Service shall mean comprehensive law enforcement services provided each day of the year on a twenty-four (24) hour per day basis.

ARTICLE 2 – LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services

A. The SHERIFF will no longer provide administrative or management assistance to the CITY'S Police Department as a result of successfully completing the transition period.

B. The SHERIFF will provide to the CITY, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the CITY to the extent and in the manner herein described.

C. The SHERIFF will assign personnel to provide professional law enforcement services consistent with the Agreement set forth herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.

D. The SHERIFF will provide 16.5 members of the Sheriff's Office to serve the CITY in a variety of professional law enforcement specialties.

E. The SHERIFF will provide to the CITY additional law enforcement services as mutually agreed upon by the SHERIFF and the CITY, as the needs dictate.

F. The SHERIFF will additionally provide to the CITY when necessary, at no additional cost to the CITY, the following expertise, services, and facilities:

1. Uniform Patrol;
2. Investigations;
3. Crime Scene;
4. School Resource;
5. Administrative Support;
6. Records Retention of those documents related to services under the Interlocal Agreement and amendments thereto created and effective since August 6, 2012;

7. Property and Evidence Unit responsibilities of those items related to services under the Interlocal Agreement and amendments thereto since August 6, 2012;
8. Canine Support;
9. Emergency Operations and the Special Weapons and Tactical Team (SWAT), and Crisis Negotiation Team;
10. Training Section;
11. Task Force Personnel;
12. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
13. Administrative Investigations (Internal Affairs);
14. Emergency and Unusual Occurrences (i.e. hurricanes, tornadoes, etc.);
15. Any other such units or services as the SHERIFF may provide normally.

G. The SHERIFF shall provide the CITY, upon the request of the CITY, such supplemental law enforcement services of a deputy sheriff(s) beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty deputy sheriff(s). Compensation shall be determined based upon the costs of services.

H. The SHERIFF will maintain a minimum of two patrol units assigned to the CITY for road patrol purposes. All patrol units assigned to the CITY will remain within the CITY, unless otherwise directed by the SHERIFF based upon the necessity to cover a public safety emergency.

I. The CITY does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the SHERIFF, so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein, shall be deemed to be sworn officers of CITY while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Agreement.

J. The CITY has maintained its Police Department to cover special events and additional services. The SHERIFF is not under contract or otherwise responsible to provide additional resources to support any special events. The CITY may enter into additional service agreements with the SHERIFF to provide for these services.

K. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services as described and contemplated herein.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 The SHERIFF or her designee will make reasonable attempts to attend the CITY'S public City Council meetings during the term of this Agreement.

3.2 The SHERIFF or her designee and the CITY'S City Manager or a person of similar authority agree to meet once, at least every quarter of the calendar year, during January, April, July, and October. The SHERIFF and the CITY will prepare a joint agenda for the meeting to outline the discussion topics as they relate to the law enforcement services under this Agreement.

3.3 The SHERIFF or her designee will provide quarterly briefings to the City Council during a regularly scheduled public meeting regarding the law enforcement services under the Agreement.

ARTICLE 4 – CONSIDERATION

4.1 The total amount due for the first twelve (12) months of all services beginning October 1, 2012, through September 30, 2013, shall be based on an annual amount of \$983,280.00.

A. From October 1, 2012 through March 31, 2013 the Sheriff will invoice for law enforcement services rendered on a monthly basis to the CITY and the CITY will pay for the law enforcement services rendered on a monthly basis.

B. From April 1, 2013 through September 30, 2013 the Sheriff will receive six equal payments in the amount of sixty-six thousand thirteen dollars and fifty-one cents (\$66,013.51) from the City for law enforcement services.

4.2 The total amount due for law enforcement services for subsequent years will be paid in 12 equal installments due the first day of the month during the fiscal year. The total amount due shall be based upon the proposal submitted by the SHERIFF to the CITY during the CITY'S budget process. The ensuing annual proposals will not exceed a 3% increase above the total amount approved for each fiscal year unless negotiated with the CITY and approved by the City Council. This amount does not include any reserve for contingency or capital (vehicle) purchases set separately by the SHERIFF and the CITY. During the month of May each year, during the term of the Agreement, the SHERIFF will provide to the CITY an annual budget proposal for law enforcement services provided under this Agreement. On or before July 30th of each year during the term of this Agreement, the SHERIFF and CITY will execute an appropriate writing memorializing the new fiscal year budget for the law enforcement services.

4.3 Additional law enforcement services requested by the CITY, as set forth within Article 2 of this Agreement, shall be compensated monthly at actual wage rate in that contract year.

ARTICLE 5 – PUBLIC RECORDS and EVIDENCE

5.1 The SHERIFF is not the custodian of any records, public or otherwise, or any evidence related to any investigations by the CITY'S Police Department.

5.2 All requests for records created by or under the authority of the CITY'S Police Department or requests to view evidence of the CITY'S Police Department will be the responsibility of the CITY to process. The SHERIFF will not process any such requests.

ARTICLE 6 – CODE ENFORCEMENT

6.2 The CITY has maintained its Code Enforcement Department for the primary enforcement of its Local Regulations.

ARTICLE 7 – EDUCATION and FINES

7.1 Law Enforcement Education Funds.

A. All law enforcement education funds levied and collected by the Clerk of Court and earmarked for the CITY pursuant to Section 938, Florida Statutes, shall be made available to the SHERIFF by the CITY and used by the SHERIFF for law enforcement education purposes of supplementing training for deputies assigned to the CITY.

7.2 Chapter 316, Florida Statutes, Fines.

A. All fines and forfeitures levied and collected pursuant to Chapter 316, Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the CITY consistent with the distribution requirements of Section 318.21, Florida Statutes.

ARTICLE 8 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

8.1 The SHERIFF, by her execution hereof, does hereby represent to the CITY that she has full power and authority to make and execute this Agreement pursuant to the power so vested in her under the Constitution and Laws of the State of Florida to the effect that:

A. This Agreement shall be enforceable by the SHERIFF and the CITY accordingly, and to the extent of the provisions hereof.

8.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the Laws of the State of Florida.

8.3 Nothing herein contained is in any way contrary to or in contravention of the CITY or the laws of the State of Florida.

ARTICLE 9 – NON-ASSIGNABILITY

9.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the City Manager, which consent must be evidenced by a duly passed resolution.

ARTICLE 10 – THIRD PARTIES

10.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 11 – JOINT PREPARATION

11.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 12 – TERM

12.1 This Agreement shall remain in full force and effect commencing retroactive to August 6, 2012 and ending January 31, 2017, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Agreement are contingent upon the approval of the elected SHERIFF.

12.3 In the absence of a notice of termination in accordance with this Agreement, this Agreement shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the CITY.

ARTICLE 13 – TERMINATION

13.1 The CITY or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement; provided, however, that notice of such termination shall not be effective until after receipt of a three hundred sixty-five day (365) written notice. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the City Manager. If such termination occurs, the SHERIFF shall return the CITY Building and all CITY vehicles purchased by the CITY and equipment to the CITY as provided herein and in the Lease, and the CITY shall compensate the SHERIFF as provided herein, prorated for the remaining period through the termination date.

13.2 In the event of termination or upon expiration of this Agreement, the CITY shall have the option to purchase from the SHERIFF any equipment, fixtures, and furnishings furnished by the SHERIFF to perform the services provided under this Agreement. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

13.3 In the event the City Council terminates the Law Enforcement Services contract, the SHERIFF and the CITY agree there will be no lapse in law enforcement services, and agree to mutually coordinate, and cooperate through a transition period.

ARTICLE 14 – ENTIRE AGREEMENT

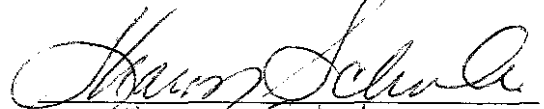
14.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials on the date so indicated.

ATTEST:

CITY OF AVON PARK, FLORIDA


Cheryl Tietjen, City Clerk


Sharon Schuler, Mayor


APPROVED AS TO FORM AND CORRECTNESS:




Gerald T. Buhr, City Attorney

SHERIFF SUSAN BENTON

Date 5/30/13


Susan Benton,
in her official capacity
as Sheriff of Highlands County, Florida

Approved as to Form:


Michael D. Durham, General Counsel
Highlands County Sheriff's Office

**SECOND MODIFICATION AND AMENDMENT
TO THE INTERLOCAL AGREEMENT FOR ADMINISTRATIVE
AND MANAGEMENT LAW ENFORCEMENT ASSISTANCE
PROVIDING
FOR AN AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE HIGHLANDS COUNTY SHERIFF'S OFFICE
AND
THE CITY OF AVON PARK, FLORIDA**

This Second Modification and Amendment to the Interlocal Agreement effective August 6, 2013 (hereinafter "Agreement"), is made by and between the City of Avon Park, a municipality of the State of Florida, whose municipality is wholly located within the boundaries of Highlands County, Florida (hereinafter referred to as "CITY") and Susan Benton, as Sheriff of Highlands County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF") and is effective this 19th day of November in the year 2013.

WITNESSETH:

WHEREAS, the CITY and SHERIFF desire to enter into a temporal amendment of the Agreement and specifically amend Section eight (8), paragraph two (2), of Exhibit A (page 7 of 12) of the Agreement (Building and Premise Lease Agreement Between The City of Avon Park, Florida and The Highlands County Sheriff's Office); and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1- BUILDING & PREMISE LEASE
("EXHIBIT A" OF THE AGREEMENT)**

- 2.1 The parties agree to amend Section eight (8), paragraph two (2) of Exhibit A of the Agreement (Building and Premise Lease Agreement Between The City of Avon Park, Florida and The Highlands County Sheriff's Office), whereas the SHERIFF, as Lessor, shall furnish payment for the power of the building and premises, while the CITY, as Lessee, shall furnish payment for water and sewer utility services for the building and premises nunc pro tunc August 6, 2012.

ARTICLE 2 - ENTIRE AGREEMENT

- 2.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed. All terms and conditions of the Agreement remain in full force and effect.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials on the date so indicated.


ATTEST:

CITY OF AVON PARK, FLORIDA


Cheryl Tietjen, City Clerk 11/14/13

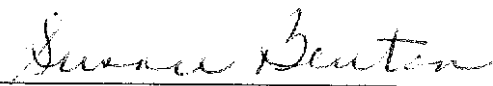
 11/14/13
Sharon Schuler, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

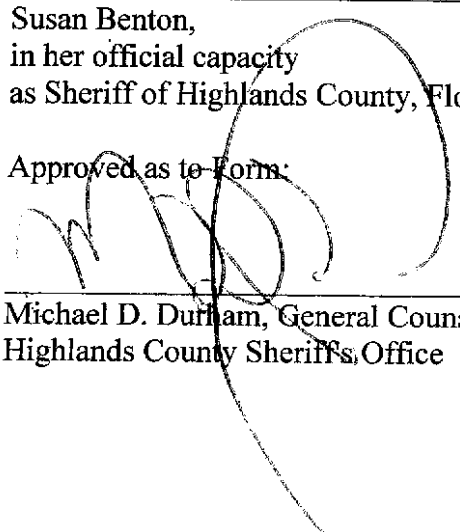

Gerald T. Buhr, City Attorney 11/14/13

SHERIFF SUSAN BENTON

Date 10/11/13


Susan Benton,
in her official capacity
as Sheriff of Highlands County, Florida

Approved as to Form:


Michael D. Durham, General Counsel
Highlands County Sheriff's Office

I, Cheryl Tietjen, City of Avon Park, Highlands County, Florida do hereby certify the within and foregoing to be a true and correct copy of the in full original as it appears on record in and for Highlands County, Florida and that the same is in full force and effect.

WITNESS, my hand and seal of said City of Avon Park at Avon Park, Florida this 15th day of November, 2013.

City of Avon Park by Cheryl Tietjen
(Title)
city clerk