

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 4th Street SW, Largo, Florida herein referred to as "BOARD" and the PINELLAS CLASSROOM TEACHERS ASSOCIATION, INC. 650 Seminole Blvd., Largo, Florida, herein referred to as "PCTA;"

WITNESSETH:

WHEREAS, PCTA has used various Board facilities for conferences and workshops; and

WHEREAS, the Board has used PCTA facilities, for meetings; and

WHEREAS, the PCTA and the Board are each willing to cooperate in this matter under certain conditions and provisions; and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the PCTA and the Board mutually agree to make their respective facilities available under the following terms and conditions:

1. The term of this Agreement will be for a period of five (5) years commencing February 12, 2010 and ending February 11, 2015. Said Agreement may be extended for additional five year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and the PCTA.

2. The parties agree to make available the facilities when the use thereof does not interfere or conflict with the regularly scheduled programs of said facility. The PCTA facility will be available for Board use no more than 2 times monthly. Additional Board usage shall incur a \$100 charge per event to cover the cost of utilities and custodial services. The use of facilities will not commence earlier than 8:00 a.m. or be used later than 7:00 p.m. for outdoor use and not later than 7:00 p.m. for indoor use. The use of facilities will be scheduled through the

appropriate PCTA staff and the principal or center director and must be approved by the PCTA executive director and superintendent of schools, or their designee. If one party desires to use the other party's facilities at a time other than when normally open, the using party will be required to pay the direct cost for said usage; e.g., utilities or custodial/supervisory wages. Said direct costs will be indicated on a Facility Use Authorization Form, a sample of which is attached as Exhibit "A", which will be prepared by the Board's Real Estate and Concurrency Services. Said form will be considered an amendment to this Agreement when executed by the PCTA executive director and the superintendent of schools, or their designees. Direct costs will only be collected when in excess of fifty (\$50.00) dollars.

3. PCTA and Board respectively will maintain facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. PCTA and all its invitees will abide by all Board policies on use of Board facilities, including policies, which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited.

4. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the Board's liability is subject to the limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as waiver of sovereign immunity by the Board, nor shall anything herein be construed as consent by the Board to be sued by any third party for any cause or matter arising out of or related to this Agreement. The PCTA will provide the Board a certificate of comprehensive general liability insurance coverage in the amount of at least \$1,000,000, listing the School Board of Pinellas County, Florida, as additional insured. The

Board will provide, if requested, to the PCTA proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

5. Each party will provide its own personnel for the supervision of the programs it conducts.

6. The PCTA and the Board further agree to make no unlawful, improper, or offensive use of the leased premises and all rights of the leasing party hereunder will be terminated by the PCTA or the Board in the event that such use is made thereof.

7. The PCTA and Board will not assign this Agreement or sublet the facilities or any part thereof without the written consent of the other party.

8. The PCTA and Board agree that each party and its officers, agents, and servants will have the right to enter and inspect the leased premises and the operation being conducted thereon at reasonable times.

9. This Agreement will remain in effect unless terminated by either party as follows:

- a. Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;
- b. Either party may terminate this Agreement by giving written notice to the other party that the Agreement will terminate thirty days from the receipt of said notice by the other party.

10. The Board and PCTA agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions will be settled in writing between the PCTA Executive Director, the Superintendent of Schools, or their specific designee.

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

PINELLAS CLASSROOM TEACHERS ASSOCIATION,
INC. (PCTA)

By: _____
Executive Director

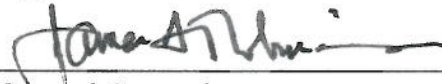
Attest:

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Chairperson

Superintendent

Approved as to Form:



General Counsel

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: January 26, 2010
To: Agency
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and Agency effective February 12, 2010 (5 yrs)

Requestor:
Description of Use:
Facility(ies): **SAMPLE – Note: This form will be completed by Real Estate & Concurrency Services and submitted for signatures.**

Dates & Times:
Supervision By:

Coordinator (& Phone #) for School Board:
Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

Wages:	\$
Direct Costs	\$ 000.00
Other (List)	\$
	\$ _____
Total	\$ 000.00

The facility owner/representative _____ will invoice _____ for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

Agency

School Board of Pinellas County, Florida

Authorized Representative Date
for Agency

Authorized Representative Date
for School Board
11111 S. Belcher Rd., Largo, FL 33773

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
Associate Superintendent (Region II-V)
School Representative
School Bookkeeper
Agency Representative

RPC #