

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the School Board Of Pinellas County, Florida, 301 - 4th Street SW, Largo, Florida herein referred to as the "Board" and ACT, Inc., herein referred to as "ACT."

WITNESSETH:

WHEREAS, ACT has used the Board's school facilities as testing sites, and desires to continue said use; and

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

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the Board agrees to permit ACT to meet at various school sites under the following terms and conditions:

1. The term of this Agreement will be for a period of one year, beginning September 1, 2013, and ending August 31, 2014.
2. ACT will be permitted the use of Board facilities at dates and times to be approved by the principal or director of each facility.
3. ACT will reimburse the Board for the direct costs associated with custodial wages at rates determined by school district staff. The Board will invoice ACT two (2) times a year, said payment to be calculated by the Board's designated representative, based on the number of schools and number of custodial hours used. ACT will send their reimbursements to the Board's accounting department according to the following schedule.
 - a) Fall (first) semester reimbursement is due by February 15th and covers the period beginning with the first day of the fall (first) semester and ending with the last weekday of the fall (first) semester.
 - b) Spring (second) semester reimbursement is due by July 15th and covers the

period beginning with the first day of the spring (second) semester and ending with the Friday of the final-day-of-school week of the spring (second) semester.

4. ACT will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. ACT 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.

5. ACT agrees to indemnify and hold harmless the Board, its officers, agents, and employees, from and against any and all claims and causes of action whatsoever, including personal injury and property damages, as well as attorneys' fees and costs, arising out of or relating to ACT's performance under this Agreement, except to the extent that such claim or cause of action arises out of the negligence of the Board, its officers, agents, and employees, while acting within the scope of their agency or employment. ACT 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 agrees to be responsible for its own acts of negligence, or its respective agents' or employees' acts of negligence when acting within the scope of their agency or employment, and agrees to be liable for any damages proximately caused thereby; provided, however, that the Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a 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 Board will provide, if requested, to ACT proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes. ACT's duty to indemnify and hold harmless shall survive termination of this Agreement.

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

7. ACT agrees that the Board's officers, agents, and staff will have the right to enter and inspect the Board's facilities and the operations being conducted thereon at reasonable times.

8. 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 action required to cure the breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then the contract will terminate ten (10) 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 (30) days from the receipt of said notice by the other party.

9. The Board and ACT 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 Superintendent and ACT's Chief Executive Officer, or their specific designees.

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

ACT, INC

By _____
Chief Executive Officer

SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By _____
Chairperson

Attest:

Superintendent

Approved as to Form

David K. [Signature]
School Board Attorney