

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2013, by and between SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 – 4th Street SW, Largo, Florida, 33779-2942, herein called the "Board" and BROOKWOOD FLORIDA – CENTRAL, INC., 901 Seventh Avenue South, St. Petersburg, Florida, 33705-1998, herein called "Brookwood".

WHEREAS, the Board owns and operates Campbell Park Elementary School, 1051 – 7th Avenue South, St. Petersburg, Florida, 33705, herein called the "School"; and

WHEREAS, Brookwood owns and operates a facility for Adolescent Girls, located at 901 Seventh Avenue South, St. Petersburg, Florida, 33705; and

WHEREAS, to enhance the appearance of the School, the Brookwood facility and the Community; the Board desires to paint a portion of the block wall located between the School and the Brookwood facility; and

WHEREAS, the Board and Brookwood are 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, Brookwood permits the Board to paint the facade of the Brookwood facility wall that faces the School and along the top of said wall, in the location shown on Exhibit "A" attached, under the following terms and conditions;

1. **Term of Agreement:** The term of the agreement will be for a period of ten (10) years beginning June 17, 2013 and ending June 16, 2023.
2. **Painting:** The Board will paint approximately 290 linear feet of the portion of the

Brookwood facility block privacy wall that faces the school, in the location shown on Exhibit "A." Only the top and facade facing the School will be painted. The Board will paint said wall a color that complements the School exterior. The Board painting includes pressure washing and sealing, and the Board will repair hairline cracks. The Board will not perform any masonry work or repair large holes or ongoing maintenance to the wall.

3. **Costs:** The Board will pay all costs for painting the portion of the Brookwood facility exterior wall as described in Paragraph 2 and will repaint said wall on the Board's normal maintenance timelines for the duration of this agreement.

4. **Maintenance of Wall:** The parties agree that Brookwood is responsible for maintaining the wall, except for instances of damage caused by the Board's employees, agents, volunteers, invitees, licensees, or participants.

5. **Hold Harmless:** The Board and Brookwood 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, Brookwood and the Board agree 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.

6. **Proof of Insurance/Required Limits of Liability:** The Board will provide to Brookwood, if requested, proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

7. **Termination of Agreement:** 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 (5) days from receipt of said notice, then the Agreement 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.

8. **Assignment:** This Agreement may be assigned by Brookwood with the written permission of the Board's Superintendent of Schools, or designee.

9. **Attorney Fees:** In the event litigation is necessary to enforce any of the terms or conditions of this Agreement, the prevailing party will be entitled to recover its costs and expenses, including reasonable attorneys' fees from the non-prevailing party.

10. **Unforeseen Questions:** Unforeseen questions will be decided by Brookwood's Business and Finance Director and the Board's Superintendent of Schools, or their designees.

11. **Notices:** All written notices to Brookwood and the Board concerning the Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the addresses as follows:

For Board:

Real Estate Department
Pinellas County Schools
Walter Pownall Service Ctr
11111 S. Belcher Road
Largo, Florida 33773

For Brookwood Florida - Central, Inc.:

Business and Finance Director
Brookwood Florida – Central, Inc.
901 Seventh Avenue South
St. Petersburg, Florida 33705-1998

12. **Headings:** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

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

**BROOKWOOD FLORIDA -
CENTRAL, INC.**


**SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

Chairperson

Attest

Superintendent

Approved as to Form



School Board Attorney

EXHIBIT A