

**Agreement
Between
The School Board of Pinellas County, Florida
and
The City of St. Petersburg, Florida**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of July, 2013, by and between The School Board of Pinellas County, Florida ("School Board") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

Witnesseth:

Whereas, the City and the School Board wish to establish the parameters wherein the City will provide limited funding to reimburse the School Board for a portion of the salary of a School Board employee that will provide services to the City under the title of Education Service Managing Director ("Director") in consideration for the Director assisting the City in educational programs designated by the City ("Educational Programs").

NOW THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Term and Renewal. The term of this Agreement ("Term") shall be deemed to have commenced on August 1, 2013 and shall expire on July 31, 2014. The Term may be extended upon mutual written agreement of the Parties.

2. City's Duties. The City shall:

A. Provide \$44,276.00 in funding during the Term which shall be used to fund a portion of the Director's salary provided by the School Board and which shall be paid at the rate of \$3,689.66 per month.

B. Subject to Paragraph 5.A. below, pay any monthly invoice received from the School Board pursuant to this Agreement within thirty (30) days of receipt of such invoice.

C. Provide office space to include desk, phone, phone extension, internet access, use of printer and copy machine.

D. Maintain accurate books and records related to the performance of this Agreement and allow the School Board to inspect and audit same upon reasonable notice. The City shall maintain all such books and records for the time period required by Florida Public Records Laws.

3. School Board's Duties. The School Board shall:

A. Provide a School Board employee to act as the Director and provide the minimum services set forth in Exhibit A hereto for the Educational Programs.

B. Invoice the City monthly during the Term in the amount of \$3,689.66.

C. Provide quarterly reports regarding the subject of this Agreement containing such information as may reasonably be required by the City.

D. With respect to the performance of this Agreement, the School Board shall comply with all applicable current and future federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including Florida Public Records Laws (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)(a)-(d)). The School Board also shall ensure that the Director complies with applicable City policies and procedures related to internet access and security. In the event that the School Board receives a public records request pursuant to Chapter 119.0701(2)(a)-(d), Florida Statutes, the School Board shall notify the City Clerk in writing. The School Board will process each request per the School Board's policies and procedures, provided, however, that the School Board shall inform the City in writing of public records released or disclosed.

E. Maintain accurate books and records related to the performance of this Agreement and allow the City to inspect and audit same upon reasonable notice. The School Board shall maintain all such books and records for the time period required by Florida Public Records Laws.

4. School Board Employee. The Director shall be an employee of the School Board and the School Board shall be responsible for complying with all applicable Laws concerning such employee, including but not limited to providing workers' compensation insurance as required by Florida statute. The School Board shall also be responsible for all matters related to the supervision and discipline of the Director. At no time shall the Director be deemed to be an employee or agent of the City.

5. Funding.

A. The amount of funding provided by the City pursuant to this Agreement shall not exceed \$44,276.00, payable only pursuant to the terms and conditions of this Agreement.

B. The City and the School Board shall have no obligation to extend the Term.

C. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred,

which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

6. Termination. This Agreement may be terminated by either party upon seven (7) days written notice that the other party failed to perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

7. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any other section of this Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and no change will be valid unless made pursuant to a written amendment to this Agreement duly executed by the Parties.

9. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by providing ten (10) days prior written notice of such change to the other party in accordance with this paragraph.

City of St. Petersburg
Tish Elston, City Administrator
P.O. Box 2842
St. Petersburg, Florida 33731

School Board of Pinellas County, Florida
Jan Urbanski, Ed.D., Director, Special
Projects Office
P.O. Box 2942
Largo, Florida 33779-2942

10. Waiver. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written amendment to this Agreement duly executed by the Parties.

11. Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County in which case the action shall be

brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

12. Due Authority. Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person(s) executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

13. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

14. Assignment. This Agreement is not assignable.

15. City Consent and Action.

A. For the purposes of this Agreement, any required written permission, consent, approval or agreement (“Approval”) by the City means the Approval of the Mayor or his designee unless otherwise set forth herein or unless otherwise required by applicable Laws and such Approval shall be in addition to any and all permits and other licenses required by applicable Laws or this Agreement.

B. For the purposes of this Agreement, any right of the City to take any action permitted, allowed or required by this Agreement may be exercised by the Mayor or his designee, unless otherwise set forth herein or unless otherwise required by applicable Laws.

16. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the legal relationship of principal and agent or of partnership or of joint venture between the Parties. Further, it is understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

17. Liability and Insurance.

A. The School Board and the City agree to be responsible for the negligence of their respective employees’ when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board or City. Nothing herein shall be construed as consent by the School Board

or City to be sued by third parties for any matter arising out of or related to this Agreement.

B. The School Board shall carry the types and amounts of insurance required by applicable Laws.

18. Survival. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

IN WITNESS WHEREOF the Parties have caused this document to be executed by their duly authorized representatives on the day and date first above written.

Witnesses:

Sign: _____

Print: _____

Sign: _____

Print: _____

**The School Board of Pinellas County,
Florida**

By: _____

Print: _____

Title: _____

Attest:

By: _____

Print: _____

Title: _____

Approved As To Form:



School Board Attorneys Office

Witnesses:

Sign: Shawnese Reed

Print: Shawnese Reed

Sign: Edna McDowell

Print: EDNA McDOWELL

City of St. Petersburg, Florida

By: Tish Elston

Tish Elston

As Its: City Administrator

Attest

Eva Andujar

Eva Andujar, City Clerk

Approved as to Content and Form:

City Attorney (designee)

00178584



Exhibit A – Scope of Work

Services To Be Provided by the Education Service Managing Director to the City:

- Advocate for schools in the City of St. Petersburg
- Serve as a conduit between the City of St. Petersburg and Pinellas County Schools to provide services and/or resources that will promote highest student achievement
- Develop and maintain professional contacts with the education community
- Consult with personnel of other agencies including discussion of mutual and independent activities, appraisal of proposals, and evaluation of school and educational programs
- Coordinate regularly scheduled visits to schools in the City of St. Petersburg
- Serve as a liaison between school leadership and the City of St. Petersburg
- Oversee mentor recruitment, training, and placement for students in the City of St. Petersburg
- Coordinate with Pinellas County Education Foundation in assigning corporate sponsors to schools in the City of St. Petersburg
- Confer with School Board, Pinellas County, state and local educational agencies to coordinate and enhance services to schools in the City of St. Petersburg
- Direct coordination of assigned school and public affairs programs with community groups, programs, and non-profit agencies
- Seek and coordinate grant initiatives and other economic assistance opportunities related to educational services for the schools in the City of St. Petersburg
- Oversee coordination and implementation of City of St. Petersburg efforts to secure and administer educational related funding