

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between The School Board of Pinellas County, Florida, 301 4th Street SW, Largo, Florida, hereinafter referred to as the "Board," and Coptic Orthodox Diocese of the Southern United States, St. Mary and St. Mina Coptic Orthodox Church Corporation, 2930 County Road 193, Clearwater, Florida, 33759, hereinafter referred to as the "Church;"

WHEREAS, the Board owns and operates the Bernice Johnson Service Center, 2929 County Road 193, Clearwater, Florida, 33759 hereinafter referred to as the "Center;" and

WHEREAS, the Center desires to use the Church's parking facilities for staff parking and for overflow parking needs, and the Church desires to use the Center's parking facilities for overflow parking needs; and

WHEREAS, the Board owns and operates the Paul B. Stephens Exceptional Student Education Center, 2935 County Road 193, Clearwater, Florida, 33759, which may also desire to use the Church's parking facilities for overflow parking needs; and

NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement will be for a period of five (5) years beginning July 11, 2016 and ending July 10, 2021.
2. The Church will have the non-exclusive use of the Center's parking facilities at locations and on dates and times as scheduled with the Center's Director, or the Director's designee.

3. The Center will have the non-exclusive use of the Church's parking facilities at locations and on dates and times as scheduled with Father Kyrillos Makar, or his designee.

4. The Board and Church agree to be responsible for the safety of their own invitees, licensees or participants in their respective programs in cases of accidental injury. The Church will provide the Board proof of liability insurance coverage in the amount of at least \$1,000,000. The Board will provide the Church, if requested, proof of insurance coverage or self-insurance in the amounts set forth in Florida Statutes. 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, the parties 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.

5. The parties agree to maintain the other's facilities and surrounding area in a clean and sanitary condition after use by the parties. The Church and all its invitees will abide by all Board policies, including those policies which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited.

6. The Board and Church will not assign or sublet the other party's facilities.

7. 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.

8. The Board and Church agree that in the event of unforeseen questions arising out of the use of the premises by the parties, said questions will be settled in writing between the Superintendent of Schools and Church's Father Kyrillos Makar, or their designees.

9. All written notices to the Board and the Church will be sufficient if sent by the parties in the United States mail, postage paid, to the following addresses:

For Board:

Real Estate Department
Pinellas County Schools
Walter Pownell Service Center
11111 S. Belcher
Largo, FL 33773

For Church:

Father Kyrillos Makar
St. Mary and St. Mina
Coptic Orthodox Church
2930 County Road 193
Clearwater, FL 33759

Note: The remainder of the page is intentionally left blank.

IN WITNESS WHEREOF, the parties have hereunder placed their hands and seals on the date first above written.

**THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA**

By: _____
Print Name: Peggy L. O'Shea, Chairperson

Attest: _____
Superintendent

**ST. MARY AND ST. MINA COPTIC
ORTHODOX CHURCH**

By: _____
Print Name: _____

Attest: _____
President

Approved As To Form:

Daniel Kaprielian
School Board Attorney

Exhibit "A"

Additional Parking for
School Board Use

St. Mary and St.
Mina Coptic
Church

Bernice Johnson Service Center

Paul B. Stephens ESE

