

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 - 4th Street SW, Largo, Florida herein referred to as BOARD and the WEST CENTRAL FLORIDA COUNCIL, BOY SCOUTS OF AMERICA, INC., herein referred to as BSA;

W I T N E S S E T H :

WHEREAS, BSA is the largest voluntary organization in the world for boys in kindergarten through grade 12; and

WHEREAS, BSA program levels include Cub Scouts, Boy Scouts, and Explorer Scouts; and

WHEREAS, BSA has used the Board's school facilities as meeting places, and desires to continue said use; and

WHEREAS, BSA 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 Board agrees to permit BSA meetings at various school sites under the following terms and conditions:

1. The term of this Agreement will be for a period of five (5) years, beginning August 28, 2016, and ending August 27, 2021.

2. BSA will be permitted the use of Board facilities in all elementary schools and elementary-age centers one school-day evening each fall for BSA's Join Scouting Night at a date and time to be approved by the principal or director of each facility. BSA will pay the Board

direct costs for Join Scouting Night in one payment to the Board's Accounting Department, said payment to be calculated by the Board's Real Estate department, based on the number of schools used.

3. Subsequent BSA meetings to be held at Board facilities during the year must be scheduled in advance and are subject to approval by the school principal or center director. A Facility Use Authorization Form (see Exhibit "A"), will be initiated and considered an attachment to this Agreement. BSA may be required to pay direct costs, such as utilities and personnel. The Facility Use Authorization Form will be prepared by the Board's Real Estate and department and list the dates and times of use and costs to be paid by BSA. Failure of BSA to obtain a Facility Use Authorization Form when using a Board facility will not diminish or eliminate BSA's obligations under the terms and conditions of the agreement. Recurrent non-compliance by the BSA to obtain a valid Facility Use Authorization Form will be cause for termination of the Agreement.

4. Additional BSA facilities or Board Facilities or alternative uses of Board facilities not specifically approved in this agreement may be added with the written approval of the Boy Scout Council Scout Executive and the Superintendent of Schools, or their specific designees.

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

6. BSA will pay Board's direct costs, for any use that occurs when a plant operator is not

already on scheduled to be on duty or utilities are required beyond scheduled run times.

7. BSA 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 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.

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

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

10. 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 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.

11. The Board and BSA agree that in the event of unforeseen questions arising out of the use of said facilities or questions of use, questions will be settled in writing between the Superintendent and the Boy Scout Council Scout Executive or their specific designees.

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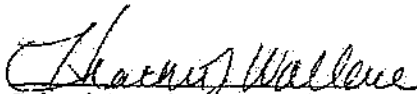
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WEST CENTRAL FLORIDA COUNCIL
BOY SCOUTS OF AMERICA, INC.

By _____
Boy Scout Council Scout Executive

Attest:

Approved as to form:


School Board Attorney

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By _____
Chairperson

Attest:

Secretary

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: August 28, 2016
To: Agency
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and Agency, effective date

Requestor:
Description of Use:
Facility(ies): **SAMPLE – Note: This form will be completed by the Real Estate department 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: Director, Accounting
Director, Auditing
Area Superintendent
School Representative
School Bookkeeper
Agency Representative

RPC #