

AGREEMENT

**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of January 2021 by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and R'Club Child Care, Inc., hereinafter referred to as "R'Club;"

**WITNESSETH:**

**WHEREAS**, Coordinated Community Services and the former Community Pride Child Care has provided a pre-K program since 1959; and

**WHEREAS**, R'Club acquired the assets of Coordinated Community Services effective May 30, 2014, and one such asset is the contract for provision of the pre-K program; and

**WHEREAS**, the R'Club's pre-K program is aligned with one of the Board's highest student achievement goal indicators, namely, the percentage of students assessed ready to start kindergarten; and

**WHEREAS**, the Board will provide a site to the R'Club where the pre-K program will be conducted with the understanding that R'Club assumes any and all costs associated with the use of the Board's site; and

**WHEREAS**, the Board and R'Club are willing to cooperate in this matter under certain conditions and provisions as herein set forth;

**NOW, THEREFORE**, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board hereby permits R'Club to use according to the terms, conditions, and covenants herein contained, the parking lot and grounds of the following described property:

1235 Holt Avenue  
Clearwater, FL  
Parcel # 10-29-15-00000-130-0100, containing .8 acres mol hereinafter referred to as the "Site".

1. **Term:** The term of this Agreement will be for a period of five (5) years beginning July 1, 2021 and ending June 30, 2026
2. **Governmental Regulations:** R'Club will observe and adhere to all applicable federal, state, and local governmental regulations. R'Club will obtain any necessary licenses, permits or insurance, including worker's compensation, which is required per statute.
3. **Costs:** R'Club accepts the Site in an "as-is" condition. R'Club will pay all costs for operating and maintaining all improvements on the Site. Such costs include but are not limited to operations, supervision, security, custodial, maintenance, repairs, supplies, insurance, and utilities such as electricity, water, sewer, telephone, trash, and garbage. The Board is not responsible to provide replacement facilities due to any interruption of use of R'Club's program for any cause.
4. **Safe and Sanitary Conditions:** R'Club will operate and maintain the Site in a safe and sanitary condition.
5. **Improvements/Alterations:** Improvements, alterations, or changes to real property by R'Club will not be made until complete plans of said improvements have been submitted to the Board's Real Estate Department and said plans are approved in the manner prescribed by Board rule. All expense or cost to install, operate, maintain, inspect, and remove the aforementioned improvements will be made at R'Club's expense. Upon termination or expiration of this Agreement, R'Club may elect to remove any and all improvements at R'Club's expense, unless other arrangements with the Board have been made. Any improvements left on the Site upon termination or expiration of this agreement will become the property of the Board.
6. **Restriction of Use:** R'Club will abide by Board policies that the consumption of tobacco products or alcoholic beverages, including any outside areas, is prohibited. R'Club will establish and maintain procedures to convey this information to all of its participants and invitees.

7. **Inspection of Premises:** R'Club will inspect, and continually monitor during the course of the Agreement, the Site to determine that the Site is in a safe, sanitary, and usable condition, and that the use of the Site by R'Club does not appear to be detrimental to individuals or the facility. The Board may enter the Site upon reasonable notice to R'Club for inspection and other reasonable purposes.

8. **Hold Harmless:** R'Club, for itself, its officers, employees, agents, successors and assigns, shall, in addition to any other obligation to indemnify the Board, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of or related to any actual or alleged;

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of R'Club, anyone directly or indirectly employed by R'Club, or anyone for whose acts R'Club may be liable in connection with the program and/or performance of this Agreement; and/or

B. violation of law, statute, ordinance, governmental administrative order, rule or regulation by R'Club in connection with the program and/or the performance of this Agreement.

The indemnification obligations hereunder shall include without limitation attorneys' fees and costs incurred by the Board in connection with any such claim or cause of action and/or the enforcement of this article. This article will survive the termination of the Contract.

9. **Proof of Insurance/Required Limits of Liability:** R'Club will furnish to the Board a Certificate of Liability Insurance in the minimum amount of \$1,000,000, listing the School Board of Pinellas County, Florida, as additional insured. The Board's Real Estate Department will be listed

as Certificate holder on said certificate.

10. **Termination of Lease:** 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 without cause 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. **Sublease/Assignment:** This Agreement will not be assigned or sublet by R'Club. R'Club hereby agrees that the Site will only be used for pre-K child-care/educational purposes or as otherwise agreed to in writing by R'Club and the Board.

12. **No Improper Use:** R'Club agrees to make no unlawful, improper, or offensive use of the Site.

13. **Unforeseen Questions:** Unforeseen questions will be decided by R'Club's Executive Director and the Board's Superintendent of Schools, or their designees.

14. **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.

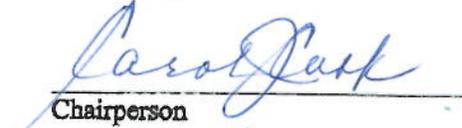
WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**R'CLUB CHILD CARE, INC.**

  
Executive Director

  
Attest

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

  
Chairperson

  
Superintendent

Approved as to Form

  
School Board Attorney