

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of April, 2023, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 4th Street SW, Largo, Florida herein referred to as "Board" and the PINELLAS COUNTY COUNCIL OF PARENT TEACHER ASSOCIATIONS, INC. herein referred to as "PCCPTA."

WITNESSETH:

WHEREAS, PCCPTA is a voluntary organization, contributing time, services, and funds to many schools; and

WHEREAS, PCCPTA has many school-based Parent Teacher Associations, herein collectively referred to as "PTAs," or singularly as "PTA," and

WHEREAS, PTAs have used the Board's school facilities for storage, mail boxes, meeting places and special events, and desire to continue said use; and

WHEREAS, PCCPTA and the Board are each 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, the Board agrees to permit PCCPTA, PTAs and other school-related groups as approved by the PCCPTA President and Superintendent of Schools, or their specific designees, to hold meetings and special events 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 1, 2023, and ending July 31, 2028.
2. PCCPTA will provide annually to the Board's Real Estate Department a list of Schools or PTAs participating in the PCCPTA blanket-insurance program.

3. Meetings and special events in school board facilities held by PCCPTA, PTAs and approved school-support groups, participating in the PCCPTA blanket-insurance program, must be scheduled in advance, with dates, times and nature of activity approved by the school principal or center director, or their specific designees and PTA representative or their specific designee.

4. Additional board facilities or alternative uses of board facilities not specifically approved in this Agreement may be added with the written approval of the PCCPTA President and the Superintendent of Schools, or their specific designees.

5. PCCPTA reserves the right to exclude or terminate any group's participation in PCCPTA insurance coverage. If a group withdraws or is removed from PCCPTA insurance coverage, PCCPTA will immediately provide written notice to the School Board's Real Estate Department of said withdrawal or removal.

6. No fee or charge will be paid by the using group for use of the board's facilities so long as all of the following conditions apply:

- a. Use of board facility has been approved per paragraph #3.
- b. The use is for regularly scheduled meetings: or approved by the PCCPTA President and Superintendent of Schools, or their specific designees.
- c. The use of inside facilities occurs when a board plant operator is already scheduled to be on duty.
- d. Access to a facility occurs during the regular school year; at dates and times as approved by the school principal, center director or their specific designees.

If PCCPTA and the Board agree to a use not covered in the above stated conditions and said use results in extra direct expense to the school or Board (e.g., utility or custodial costs), the using group will pay said direct expense. After the meeting or event has been approved by the school

principal or center director, but prior to the date of the meeting or event, the school will request the Board's Real Estate Department to initiate a Facility Use Authorization Form (see Exhibit "A"), which will be considered an attachment to this agreement.

7. PCCPTA will maintain board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. PCCPTA and all its invitees will abide by all board policies on use of board facilities, including policies which state that the consumption of tobacco or nicotine products, including electronic cigarettes, or alcoholic beverages on board property, including any outside areas, is prohibited.

8. PCCPTA and the Board 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, PCCPTA 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.

PCCPTA 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. PCCPTA's duty to indemnify and hold harmless shall survive termination of this Agreement.

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

10. PCCPTA agrees that the board's officers, agents and servants will have the right to enter and inspect the board's facilities and the operations being conducted thereon at reasonable times.

11. 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 receipts 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.

12. The Board and PCCPTA agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions will be settled in writing between the PCCPTA President, the Superintendent of Schools or their specific designees.

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

PINELLAS COUNTY COUNCIL OF
PARENT TEACHER ASSOCIATIONS, INC.

By: 

President

Attest:



Attestor

SCHOOL BOARD OF PINELLAS COUNTY,
FLORIDA

By: 

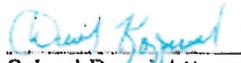
Chairperson

Attest:



Superintendent

Approved as to Form:



School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: August 1, 2018
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 Board’s 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 **Pinellas County School Board** will invoice **PCCPTA** 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:

PCCPTA

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
School Representative
School Bookkeeper
Agency Representative

RPC #