

**AGREEMENT**

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of October, 2022, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 - 4th Street SW, Largo, Florida herein referred to as "Board" and the GIRL SCOUTS OF WEST CENTRAL FLORIDA, INC., herein referred to as "GSWCF";

**WITNESSETH:**

WHEREAS, Girl Scouts is the largest voluntary organization in the world for girls in kindergarten through grade 12; and

WHEREAS, Girl Scouts program levels include Daisies, Brownies, Juniors, Cadettes, Seniors and Ambassadors; and

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

WHEREAS, GSWCF 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 GSWCF 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 October 26, 2022 and ending October 25, 2027. This Agreement may be extended for additional periods with written agreement and approval by the Superintendent and GSWCF.

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

date and time to be approved by the principal or director of each facility. GSWCF will pay the Board direct costs for the Membership Rally's activities 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 GSWCF 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. GSWCF 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 Department and list the dates and times of use and costs to be paid by GSWCF. Failure of GSWCF to obtain a Facility Use Authorization Form when using a Board facility will not diminish or eliminate GSWCF's obligations under the terms and conditions of the agreement. Recurrent non-compliance by the GSWCF to obtain a valid Facility Use Authorization Form will be cause for termination of the Agreement.

4. Additional GSWCF 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 Girl Scouts Executive and the Superintendent of Schools, or their specific designees.

5. GSWCF 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. GSWCF 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. GSWCF will pay Board's direct costs, for any use that occurs when a plant operator is not already scheduled to be on duty or utilities are required beyond scheduled run times.

7. GSWCF 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 GSWCF will not assign this Agreement or sublet the facilities or any part thereof without the written consent of the other party.

9. GSWCF 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.

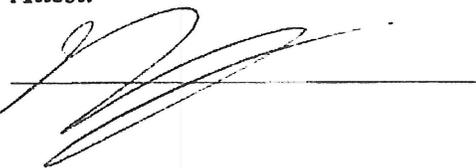
11. The Board and GSWCF agree that in the event of unforeseen questions arising out of the use of said facilities or questions of use, questions will be settled in writing between the Superintendent and the Girl Scouts Executive or their specific designees.

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

GIRL SCOUTS OF WEST CENTRAL  
FLORIDA, INC.

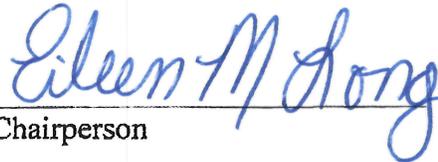
By   
\_\_\_\_\_  
Chief Executive Officer

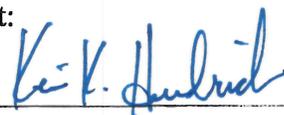
Attest:  
  
\_\_\_\_\_

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: \_\_\_\_\_  
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  
Dates & Times: department and submitted for signatures.**  
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: Area Superintendent  
Director, Accounting  
School Representative  
School Bookkeeper  
Agency Representative

RPC #