

A G R E E M E N T

THIS AGREEMENT, made and entered into this 25th day of August, 2020, by and between ECKERD COLLEGE, INC., 4200 54th Avenue South, St. Petersburg, Florida, 33711, herein referred to as the "COLLEGE," and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 4th Street SW, Largo, 33779, herein referred to as the "SCHOOL BOARD;"

W I T N E S S E T H :

WHEREAS, the School Board desires to use various college-owned facilities for meetings and programs; and

WHEREAS, the College desires to use various school facilities owned by the School Board for meetings and programs; and

WHEREAS, the College and School 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 School Board and the College mutually agree to lease their respective facilities under the following terms and conditions:

1. The term of this Agreement will be for a period of five (5) years beginning August 19, 2020, and ending August 18, 2025. Said Agreement may be extended for an additional 5-year period under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent of Schools and the College President or their specific designees.
2. The School Board and College facility uses must be scheduled in advance and

approved by the Superintendent of Schools and the College President, or their specific designees. Said approval will be evidenced by an additional use form, a sample copy of which is attached to and made part of this Agreement as Exhibit "A."

3. The parties agree to provide facilities when the use thereof does not interfere or conflict with the programs of the facility owner. The use of said facilities will not commence earlier than 8:00 a.m. nor be used later than 10:45 p.m. for outdoor use and not later than 12:00 midnight for indoor use. The use of facilities will be scheduled through the appropriate College staff and the Principal or Center Director and must be approved by the College President and Superintendent of Schools, or their designee. If one party desires to use the other party's facilities at a time other than when normally open, that party will be required to pay the direct cost for said usage; e.g., utilities or custodial/supervisory help.

4. The College will maintain School Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. The College and all its invitees will abide by all School Board policies on use of School Board facilities, including policies, which state that the consumption of tobacco products or alcoholic beverages on School Board property, including any outside areas, is prohibited. The School Board and all its invitees will abide by all College rules and procedures and maintain College facilities and surrounding areas in a clean and sanitary condition after use by its employees, agents, volunteers or invitees.

5. Each party will provide its own personnel for the supervision of the programs it conducts.

6. Use of the leased premises by private parties or organizations or by business

enterprises for profit is prohibited.

7. The School Board and College agree to make no unlawful, improper or offensive use of the leased premises and all rights of the leasing party hereunder will be terminated by the School Board or College in the event that such use is made thereof.

8. The College and School Board shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the College's and 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 parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

9. The School Board and the College will not assign this Lease nor sublet the premises or any part thereof without the written consent of the other party.

10. The School Board and the College agree that each party and its officers, agents, and servants will have the right to enter and inspect the leased premises and the operation being conducted thereon at reasonable times.

11. The School Board and the College 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 Superintendent of the School Board and the College President or their specific designee.

12. 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.

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

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

ECKERD COLLEGE, INC.

Digitally signed by Christopher P. Brennan
DN: cn=Christopher P. Brennan,
o=Eckerd College, ou=VP for
Business & Finance,
email=brennaccp@eckerd.edu, c=US
Date: 2020.08.05 07:52:41 -04'00'

Christopher P. Brennan
BY: _____
Chris Brennan
Vice President for Business and Finance

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

BY: *Carol Cook*

Chairperson

Attest: *Michael J. Jupp* 8/25/2020

Superintendent

APPROVED AS TO FORM

BY: *David Kappman*

School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: 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
1111 S. Belcher Rd., Largo, Fl 33773

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
Associate Superintendent (Region II-V)
School Representative
School Bookkeeper
Agency Representative

RPC #.