

FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into by and between The School Board of St. Lucie County, Florida, governing body of the School District of St. Lucie County, Florida, hereinafter referred to as "School Board", and Kids Connected by Design, Inc, a Florida not-for-profit corporation, hereinafter referred to as "Tenant"

WHEREAS, on August 12, 2008, the School Board approved a Proposal made by the Healthy Families and the Early Learning Coalition to house Healthy Families, the Father & Child Connection, and the Help Me Behave programs to make services readily available to assist parents in using the whole child approach to raising healthy children, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS the Tenant is named as a provider of services as outlined in the Healthy Families and Early Learning Coalition Plan approved by the School Board on August 12, 2008; and

WHEREAS the School Board has facilities consisting of the First Floor of Building 1 on the east side of the campus of Garden City Early Learning Academy (GCELA), 2102 N.W. Avenue Q, Fort Pierce, Florida ("Facilities"); and

WHEREAS the approved Proposal by the Healthy Families and the Early Learning Coalition specifies that this Agreement will be cost neutral for all parties;

NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations contained in this Agreement, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. School Board Responsibilities

- a. The School Board authorizes the Tenant to use facilities designated as room numbers 013 and 028 and associated public spaces at GCELA in accordance with the terms and conditions of this Agreement.
- b. The School Board shall provide electric utility service, garbage collection, and water and sewer service to the designated Facilities at GCELA.
- c. The School Board shall provide the Tenant keys for the designated Facilities at GCELA in accordance with the School Board's key system and policies.

2. Tenant Responsibilities:

- a. The Tenant shall provide (i) custodial services for the designated Facilities being leased through this Agreement, and (ii) routine maintenance for such facilities, including to replacement of light bulbs and heating/air conditioning unit filters.
- b. The Tenant shall reimburse the School Board for the cost of utilities provided for in paragraph 1 (b) and in accordance with the attached Schedule 1 of this Agreement, incorporated herein by reference.
- c. The Tenant shall be responsible for its equitable portion of payment for any interior renovation or modification of the Facilities that may be required to accommodate its use.

- d. The Tenant shall be responsible for assuring that its clients do not have unsupervised contact with GCELA students or other School Board students.
3. Facilities Use Agreement Manager: The Agreement Manager for the Board is Kathleen McGinn, Assistant Superintendent for Strategic Planning and Central Services. The Agreement Manager for the Tenant is Lisa Von Seelen, CEO, Kids Connected By Design, Inc. The parties shall direct all matters arising in connection with the performance of this Agreement, other than notices, to the attention of the Agreement Managers for overall resolution, action, coordination, and oversight relating to the performance of this Agreement.
4. Term: The term of this Agreement shall be the period of July 1, 2011 , through June 30, 2012 unless renewed or extended in accordance with Paragraph 6 below, provided, however and notwithstanding any other provision, this Agreement may be terminated by either party with or without cause upon 30 days written notice.
5. Insurance:
 - a. The Tenant agrees to maintain, through the term of this Agreement, workers' compensation insurance in accordance with the laws of the state of Florida.
 - b. The Tenant shall maintain during the life of this Agreement regular comprehensive general liability with limits not less that \$1,000,000.00 per occurrence and a minimum of \$2,000,000 in aggregate.
 - c. Certificates of all insurance required from the Tenant shall be provided to and approved by the Agreement Manager for the School Board prior to the term of this Agreement commencing as provided in Paragraph 3 above.
6. Renewal Or Extension: This Agreement may be renewed or extended upon written agreement of the parties, properly authorized, executed and delivered by both parties.
7. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements by the parties. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties.
8. Indemnification:
 - a. The Tenant shall indemnify and save harmless the School Board from any and all liability damage, expense, cost of action, suits, claims, demands or judgments for injury to person or property of any every nature arising out of the use, management or control of the Facilities at GCELA as it relates to the Tenant's use of the Facilities at GCELA.
 - b. To the extent allowed by Section 768.28, Florida Statutes and to the extent that such indemnification shall not constitute a waiver of sovereign immunity protection by the School Board, the School Board shall indemnify and save harmless the Tenant from any and all liability damage, expense, cost of action, suits, claims, demands or judgments for injury to person or property of any every nature arising out of the use, management or control of the Facilities at GCELA as it relates to the School Board's use of the Facilities at GCELA.

This Agreement shall be effective as of July 1, 2011, or the date the Agreement is fully executed, whichever is later, and will extend through June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below:

SCHOOL BOARD OF ST. LUCIE COUNTY

TENANT

Signed by: _____

Signed by: _____

Name: _____

Name: _____

Title: Chairman

Title: _____

Date: _____

Date: _____

SCHEDULE 1

UTILITIES COSTS AND PAYMENT

The School Board will provide all utilities with the exception of telephone and internet service for the Tenant's use. A facilities use fee developed for Tenants under the Proposal made by the Healthy Families and the Early Learning Coalition is \$521.94 per month based upon square footage leased to the Tenant by this Agreement. This fee is set to recover the cost of utilities only in accordance with the cost neutral design of the approved proposal.

Payment will be made in monthly installments due by the 1st of each Month of tenancy. Monthly payments must be submitted to the School Board Accounting Department, 4204 Okeechobee Road, Fort Pierce, FL 34947.

OPERATING HOURS SCHEDULE

The Tenant agrees to provide the School Board with its hours of operation schedule annually.