

# Letter of Agreement

**THIS AGREEMENT** is made this 29<sup>th</sup> day of November, 2016, by and between the \_\_\_\_\_ (the "District") having its principal administrative office \_\_\_\_\_ and the \_\_\_\_\_ an organization with its primary place of business at \_\_\_\_\_.

**WHEREAS**, \_\_\_\_\_ desires to operate, and the District desires to permit \_\_\_\_\_ to operate, a School-Based Behavioral Health Team Program ("SBBH Program") for those that are in need of such services at the \_\_\_\_\_ (the "Premises"), which are schools that are owned and operated by the District; and

**WHEREAS** \_\_\_\_\_ and the District wish to establish their respective obligations with respect to such SBBH Program.

**NOW, THEREFORE**, \_\_\_\_\_ and the District, intending to be legally bound hereby, agree as follows:

## 1. Provision of Facilities

(a) In consideration of the covenants stated herein, the District agrees to provide an area within the Premises consisting of one office at the \_\_\_\_\_ Elementary School, one classroom at \_\_\_\_\_ High School, and use of other space (conference room, library, etc.) at each location as available and as determined at the sole discretion of the District.

(b) The District shall provide access to the designated areas only on Mondays through Fridays and only between the hours of 8:00 a.m. and 4:00 p.m. The District shall not be obligated to provide, and \_\_\_\_\_ shall not be entitled to have, access to the Premises prior to the aforesaid commencement time, subsequent to the aforesaid ending time or on Saturdays or Sundays. Additionally, the district shall not be obligated to provide, and \_\_\_\_\_ shall not be entitled to have, access to the Premises on any day that the District's programs are not in operation.

(c) \_\_\_\_\_ agrees that it will utilize the Premises for the sole purpose of operating its SBBH Program.

(d) \_\_\_\_\_ agrees that it has had a full opportunity to inspect and examine the subject Premises and accepts the Premises in an "AS IS" condition, with any and all defects that presently exist or that may arise in the future on account of any cause or reason.

(e) District shall, at all times, have access to all areas of the Premises that are encompassed by the terms of this Agreement.

## **2. Operation and Conduct of the SBBH Program**

(a) \_\_\_\_\_ shall be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of the SBBH Program at its own expense. The District shall have no obligation, financial or otherwise, to obtain or assist in obtaining any application, license, or permit, excepting a building occupancy permit, in relation to the operation and conduct of the SBBH Program. Prior to the commencement date hereof, \_\_\_\_\_ shall provide the District with written evidence of its obtainment of any necessary permits or licenses that are necessary to operate the SBBH Program on the Premises.

(b) The Parties agree that they conduct completely separate businesses and affairs, are separate entities, and are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the operation and conduct of the SBBH Program shall be employees of \_\_\_\_\_ and shall not be regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons shall be the exclusive responsibility of \_\_\_\_\_. The District shall have no obligation to provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of the SBBH Program.

(c) \_\_\_\_\_ shall maintain all records, invoices and statements relating to the SBBH Program; shall be responsible for receiving and responding to all communications with persons concerning any aspect of the SBBH Program; and shall be solely responsible for every aspect of the daily administration, supervision and operation of the SBBH Program. The District shall have no obligation, financial or otherwise, to provide or perform record keeping, administrative, supervisory or operational services or assistance of any kind with regard to the SBBH Program.

(d) \_\_\_\_\_ shall ensure that the operation of the SBBH Program shall not interfere with the normal operation or maintenance of the Premises or the conduct of events or activities sponsored, conducted or operated by the District on the Premises. In the event of any conflict between \_\_\_\_\_'s operations on the Premises and the District's operations on the Premises, District operations shall be given priority under all circumstances.

(e) \_\_\_\_\_ shall be solely responsible for paying all costs associated with the SBBH Program, including but not limited to, phone, printing, copying, and internet costs.

(f) Except as hereinbefore provided for the provision of designated areas within the Premises, the District shall have no obligation, responsibility or liability in the operation and conduct of the SBBH Program.

### **3. Terms of Agreement and Termination of Agreement**

The term of this Agreement shall commence on the date of this Agreement (indicated above) and shall remain in effect until it is terminated by either party. Either party may, at any time, terminate this Agreement, with or without cause, upon not less than thirty (30) days prior written notice to the other. Any termination notice submitted by \_\_\_\_\_ to the District in accordance with this provision shall be mailed to the attention of the District's Superintendent.

### **4. Reimbursement of Repair Costs**

In the event of any damage to the Premises or to the equipment or personal property of the District caused in whole or in part by \_\_\_\_\_, its staff or participants or others involved in \_\_\_\_\_'s SBBH Program or in connection with the operation of the SBBH Program, \_\_\_\_\_ shall promptly notify the District of the damage or loss. Upon notification of such damage or loss, the District, at its option, may (i) direct \_\_\_\_\_ to repair or remedy the damage or loss at \_\_\_\_\_ expense, or (ii) repair or remedy the damage or loss and invoice \_\_\_\_\_ for the cost hereof which invoice shall be payable by \_\_\_\_\_ within thirty (30) days thereof.

### **5. Compliance with Laws**

In the conduct of its operation of the SBBH Program on the Premises, \_\_\_\_\_ agrees to comply with all local, state and federal laws and regulations applicable at any time.

### **6. Indemnification**

\_\_\_\_\_ agrees to assume all risk of accident or damage to \_\_\_\_\_, \_\_\_\_\_'s equipment/personal property, \_\_\_\_\_'s guests and invitees, and all persons and equipment/personal property associated with \_\_\_\_\_ in any respect and to release the district from any and all liability with regard to the same. \_\_\_\_\_ further acknowledges that this Agreement is entered into for the convenience of and at the request of \_\_\_\_\_ and agrees to be solely responsible for and to indemnify the District and hold the District harmless from all claims, suits and demands (regardless of when such claim, suit or demand is actually filed or claimed) of every nature and description, including attorney's fees, made or brought by any third parties against the District or the district's successors and assigns, on account of accident or injury to the persons or property of any third party on account of the violation of any law or regulation by \_\_\_\_\_, or by \_\_\_\_\_'s agents or employees, or which may arise out of or relate to \_\_\_\_\_'s operation

of its SBBH Program on the Premises in accordance with this Agreement. \_\_\_\_\_ further agrees to reimburse the District for any reasonable attorney's fees and costs incurred by the District as a result of any claim or cause of action that is encompassed by the terms of this provision. As used throughout this provision, the term "District" is intended to mean the \_\_\_\_\_ School District as well as its officers, directors, employees and agents. The Parties agree that the terms and \_\_\_\_\_'s obligations imposed by this provision shall survive the termination of this Agreement.

## **7. Insurance**

\_\_\_\_\_ agrees to carry and maintain, so long as this Agreement is in effect, for the benefit of District liability insurance that covers the operations of \_\_\_\_\_ upon the Premises and that lists the District as an additional insured. The amount of said insurance shall be, for personal injury and property damage, a minimum of One Million Dollars (\$1,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve \_\_\_\_\_ from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of \_\_\_\_\_ under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against District, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. \_\_\_\_\_ shall provide the District with copies of all required insurance policies prior to the execution of this Agreement, and under no circumstances shall \_\_\_\_\_ be permitted to have any access to the Premises until satisfactory proof has been provided to the District that all required insurance policies are in place and are in full force and effect.

## **8. Clearances**

At the time this Agreement is executed, \_\_\_\_\_ must provide the District with current Act 24 (criminal record check, including the FBI fingerprint requirements) and current Act 151 (PA child abuse history clearance) clearances for all \_\_\_\_\_ employees or agents that will be present on the Premises. \_\_\_\_\_ shall not permit any employee or agent of \_\_\_\_\_ to be present on the Premises until said clearances have been obtained and provided to the District.

## **9. No Assignment**

This Agreement, and \_\_\_\_\_'s rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District and the ratification of the same by recorded vote of a majority of Board of School Directors of the District.

**10. Entire Agreement**

This Agreement embodies the entire understanding between the Parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification to this Agreement may be made except in a writing signed by the Parties hereto and subject to the ratification of the same by recorded vote of a majority of the Board of School Directors of the District.

**11. Savings Clause**

If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.

**12. Construction**

\_\_\_\_\_ and the District agree that, in the construction, interpretation and application of this Agreement, no presumption shall be deemed to exist in favor of or against any Party hereto as a result of the preparation or negotiation of this Agreement.

**13. Choice of Law/Venue**

All actions, proceedings, or disputes arising between the Parties under this Agreement shall be governed by the laws of Pennsylvania without giving effect to doctrines relating to conflicts of laws and shall be filed, tried and litigated exclusively in the County Courts, State Courts and Federal Courts having jurisdiction over \_\_\_\_\_, Pennsylvania.

**WHEREFORE**, in witness whereof, the Parties hereto have set their hands and seals the day and year aforesaid.

Attest:

\_\_\_\_\_ (SCHOOL DISTRICT)

President, Board of School Directors: \_\_\_\_\_

\_\_\_\_\_ (ORGANIZATION)

President and CEO: \_\_\_\_\_