

AGREEMENT

The Agreement made and entered into this _____ day of _____, 2013, by and between the CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation, herein referred to as "City," and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as "Board."

WHEREAS, there is a need for lighted baseball fields in Tarpon Springs; and

WHEREAS, there is a baseball field suitable for this purpose at Tarpon Springs High School; and

WHEREAS, the City has installed light poles and lights at Tarpon Springs High School; and

WHEREAS, the City and Board are each willing to cooperate in this matter under certain conditions and provisions;

THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the City agrees to continue to make certain baseball field improvements at the Tarpon Springs High School and the Board will continue to allow the City use of the Tarpon Springs High School baseball field according to the following terms, conditions, and covenants;

1. The term of this Agreement shall be for a period of five (5) years, commencing February 24, 2013 and ending February 23, 2018.
2. The City agrees to maintain the light poles and lighting, and to pay all utility costs associated with the City's use. The City agrees to inspect, on a regular basis or when requested, the light poles and lighting and to make any necessary repairs.

3. The Board agrees to maintain the baseball field in a manner consistent with regularly scheduled field maintenance and consistent with high school conference playing conditions. Additional maintenance performed by the Board due to City-sponsored use will be reimbursed to the Board by services or materials to be agreed upon by the Board and the City. If the City determines that additional maintenance is necessary, e.g., re-sodding, repairing of sod, infield maintenance, insect control, mowing and fertilizing, the City may, at no cost to the Board, effect said maintenance, upon scheduling said maintenance with the principal and the Area IV Maintenance Manager.
4. The Board agrees to make the baseball field available to the City for City sponsored programs when the use thereof does not interfere with the regularly scheduled school programs from January 15 through June 1, Monday through Friday, after 5:30 p.m. until 10:30 p.m. and from 8:00 a.m. until 11:00 p.m. on Saturdays and non-school days. Other dates and times may be scheduled with approval of the school principal.
5. Each party agrees to maintain the facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. The City and all its invitees will abide by all Board policies on use of Board facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited.
6. The City shall provide supervision of spectators, participants, and of the programs it conducts on the site. Spectators and participants will have designated parking areas and designated restrooms. Said restrooms to be monitored and cleaned by the using party. The designated parking areas and restrooms will be determined by the school principal. All other areas of the school campus are to be off limits.

7. The City shall not sponsor the use of the facilities by any person or organization for profit.

The City further agrees to make no unlawful, improper, or offensive use of the facilities.

8. The City shall use the facilities primarily for practice or games for youth athletic leagues.

9. The parties agree that each will save the other harmless and indemnify the other on account of the negligent acts of its employees, agents, volunteers, or invitees or on account of any unsafe conditions that may exist as a result of the negligent operation by the parties of the subject facilities. The Board and City agree to be fully responsible for the safety of their own employees, agents, volunteers, invitees, licensees, or participants in their respective programs in cases of accidental injury, except as noted above. The Board and City 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.

10. The City agrees that the Board shall have the right to enter and inspect the facilities and the activities being conducted thereon at reasonable times. This Agreement may be canceled by either the City or Board upon thirty (30) days advance written notice to the other party. If, at any time the School Principal or designee determines that the use of the premises by a City sponsored group may cause disruption of, or interference with, the educational process at the facility, a potential threat to the safety of the participants/spectators or the potential for damage to the subject facility or grounds because of continued use, the use may be terminated without other cause.

11. Upon termination or cancellation of this Agreement, the City shall have reasonable time to remove the light fixtures, light poles, and all components of the light system for use at a

different facility. The City is responsible for the cost associated with removing said light fixtures and light poles.

12. This Agreement shall remain in effect unless terminated by either party as follows:

- a. Upon breach of this Agreement by a party, the other party shall 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 shall terminate ten (10) days from receipt of the written notice;
- b. Either party may terminate this Agreement, without cause, 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, with or without cause.

13. The Board and City agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions shall be settled in writing between the Superintendent and the City Manager or their respective designees for resolution of such questions concerning this Agreement.

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

Countersigned:

CITY OF TARPON SPRINGS, FLORIDA

Mayor-Commissioner

By: City Manager

Attest:

Clerk of City Council

Approved as to form:

Office of City Attorney

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By _____
Chairperson

Attest:

Superintendent

Approved as to form:

David Kaprielian
School Board Attorney