

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as "BOARD" and the SPECIAL OLYMPICS FLORIDA - PINELLAS COUNTY, herein referred to as "SPECIAL OLYMPICS".

W I T N E S S E T H :

WHEREAS, Special Olympics programs include annual events for hundreds of children and adults with intellectual disabilities, who compete in various athletic events throughout the year; and

WHEREAS, Special Olympics has used the Board's school facilities as meeting places for athletic events, and desires to continue said use; and

WHEREAS, Special Olympics and the 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 Board agrees to permit Special Olympics meetings and events 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 commencing on July 1, 2013 and ending June 30, 2018.
2. Special Olympics meetings and events must be scheduled in advance, and approved by the principal or center director, or their specific designees. After the meeting or event has been approved by the principal or center director, but prior to the date of the meeting or event, the coordinator of Special Olympics will request the Board's Real Estate Department, to initiate a

Facility Use Authorization Form (see Exhibit "A"), which will be considered an attachment to this agreement.

3. No fee or charge will be paid for use of the Board's facilities, except as noted below.

4. The Board agrees to supply at no cost to Special Olympics custodial coverage of Special Olympics' meetings and events held at Board-owned facilities. Special Olympics will pay the Board any other personnel costs (e.g., supervisory, cafeteria worker or student help), at the Board's established reimbursement rates.

5. Special Olympics and the Board 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, Special Olympics and the Board 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.

6. Special Olympics will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. Special Olympics 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.

7. The Board and Special Olympics will not assign this Agreement or sublet the facilities or any part thereof without the written consent of the other party. Special Olympics agree that

the Board and its personnel will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

8. 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.

9. The Board and Special Olympics 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 Schools and Coordinator of Special Olympics 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.

SPECIAL OLYMPICS FLORIDA - PINELLAS COUNTY

By: _____
County Coordinator

THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

Attest:

By: _____
Chairperson

Superintendent

Approved as to Form:

David Kymond
School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: July 1, 2013
To: **Agency**
Subject: Additional Use Request under the Agreement Between the School Board
of Pinellas County and **Agency**, effective date

Requestor: **SAMPLE**

Description of Use:

Facility(ies): **Note: This form will be completed by the Real Estate Department
and submitted for signatures.**

Dates & Times:

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 **Pinellas County School Board** will invoice **Special Olympics** 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:

Special Olympics

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: Superintendent of Schools
Director, Accounting
Director, Auditing
School Representative
School Bookkeeper
Agency Representative

RPC #