

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and OSCEOLA YOUTH SOCCER ASSOCIATION, INC., hereinafter referred to as "OYSA."

### WITNESSETH:

WHEREAS, OYSA is a volunteer, youth soccer group providing recreational soccer programs to children in the unincorporated Largo and unincorporated Seminole area; and

WHEREAS, OYSA has used the Board's school facilities for soccer practices and games and desires to continue said use; and

WHEREAS, OYSA 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 OYSA to hold soccer practices, soccer games, meetings and special events at various Board facilities under the following terms and conditions:

1. The term of this Agreement will be for a period of ten (10) years beginning August 11, 2013 and ending August 10, 2023. Said agreement may be extended for additional five-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent of Schools and OYSA.
2. The Board agrees to make its facilities available to OYSA when the use thereof does not interfere or conflict with school programs. Use of said facilities will not be earlier than 8:00

a.m. nor later than 11:00 p.m. except as otherwise agreed to by the Principal or Center Director and the OYSA President, or their specified designees, in advance, and approved by the Principal or Center Director, or their specified designees.

3. OYSA will schedule annual uses of Board facilities by meeting annually with the school principal, or principal's designee, prior to each year's use. No use of Board facilities is permitted until a fully executed Facility Use Authorization Form, a sample of which is attached as Exhibit "A," has been executed by the Superintendent of Schools and the President of OYSA, or their specified designees. The Facility Use Authorization Form will be prepared by the Board's Real Estate Department and will specify the location and conditions of use; such as dates, times, contact names and costs, if any. Board facilities may be used without cost except for direct-costs resulting from such use, such as utility and personnel costs. Interior short-term uses of Board facilities are permitted without cost only if appropriate staff is already scheduled to be on duty. Failure of OYSA to obtain a Facility Use Authorization Form when using a Board facility will not diminish or eliminate OYSA's obligations under the terms and conditions of the agreement. Recurrent non-compliance by OYSA to obtain a valid Facility Use Authorization Form will be cause for termination of the Agreement. Upon proper execution of the Facility Use Authorization Form by the Superintendent of Schools and OYSA or their respective designees, said form shall be considered incorporated herein, and thereby subject to all terms and conditions herein.

4. OYSA will maintain Board fields, facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. OYSA 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. OYSA further agrees that at the end of each playing season, playfields used by OYSA will be restored by OYSA to their original or better condition.

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

6. OYSA will not install any permanent improvements nor make any changes to Board sites or facilities without the prior approval of the Facility, Planning, Design and Construction department and the affected School Principal, Center Director or specified designee.

7. OYSA will be permitted to place a trailer on the Osceola High School site with the prior approval of the Osceola High School Principal, Center Director, or specified designees. Said trailer will conform to all school standards, including size, appearance and location.

8. OYSA agrees to indemnify and hold harmless the Board, its officers, agents, and employees, from and against any and all claims and causes of action whatsoever, including personal injury and property damages, as well as attorneys' fees and costs, arising out of or relating to OYSA's performance under this Agreement, except to the extent that such claim or cause of action arises out of the negligence of the Board, its officers, agents, and employees, while acting within the scope of their agency or employment. OYSA will provide the Board a certificate of comprehensive general liability insurance coverage in the amount of at least \$1,000,000, listing the School Board of Pinellas County, Florida, as additional insured. The Board agrees to be responsible for its own acts of negligence, or its respective agents' or employees' acts of negligence when acting within the scope of their agency or employment, and agrees to be liable for any damages proximately caused thereby; provided, however, 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. The Board will provide if requested, to OYSA proof of insurance coverage or self-insurance in the amounts set forth in Florida Statutes. OYSA's duty to indemnify and hold harmless shall survive termination of this Agreement.

9. OYSA will not assign this Agreement or sublet the facilities or any part thereof. 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.

10. 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 Agreement 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.

11. The Board and OYSA 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 the OYSA President 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 date first above written.

OSCEOLA YOUTH SOCCER  
ASSOCIATION, INC.

By: \_\_\_\_\_  
President

SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
Superintendent

Approved as to Form:

*Heather J. Wallace*  
School Board Attorney

## Exhibit "A"

### FACILITY USE AUTHORIZATION FORM

Date: July 30, 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 school board's 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 **OYSA** 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:

**OYSA**

**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  
Regional Superintendent  
**School Representative**  
**School Bookkeeper**  
**Agency Representative**

RPC #