

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **ST. PETERSBURG POLICE ATHLETIC LEAGUE**, hereinafter referred to as "PAL" and **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA** hereinafter referred to as the "Board."

### **WITNESSETH:**

**WHEREAS**, PAL may request the use of Board-owned facilities for youth-recreation programs and other uses; and

**WHEREAS**, the Board's cooperation with PAL facilitates the Board's aim of a safe learning environment; and

**WHEREAS**, the Board and PAL are each willing to cooperate in this matter under the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and PAL mutually agree as follows:

1. **Term**. The term of this Agreement will be for a period of five (5) years beginning October 1, 2013, and ending September 30, 2018.
2. **Scheduling Uses**. Short-term uses of facilities may be scheduled with the joint approval of the Superintendent of Schools and the PAL Program Director, or their respective designees by using a Facility Use Authorization Form, a sample of which is attached as "Exhibit A." The Facility Use Authorization Form will be prepared by the School Board's Real Estate Department. The Facility Use Authorization Form will specify the location and conditions of use, including but not limited to, dates, times, contact names and costs, if any. The Facility Use Authorization Form will be considered an amendment to this Agreement when executed by the Superintendent of Schools and the PAL Program Director, or their respective designees.

3. **Use of Board Facilities When Not Normally Open.** The parties agree that PAL will seek to schedule its uses, either before or after normal school hours, when a plant operator is already scheduled to be on duty. The Board's Real Estate Department will determine the charges, if any, to be paid by PAL.

4. **Return Condition of Facility.** PAL will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees.

5. **Supervision of Program.** PAL will provide its own personnel for the supervision of the programs it conducts.

6. **Restriction of Use.** Use of the subject premises by private parties or organizations or by business enterprises for profit, is prohibited. PAL further agrees to make no unlawful, improper or offensive use of the subject premises. PAL 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. **Liability.** Board and PAL agree to be fully responsible for their own acts of negligence, or their respective employee' and agents' acts of negligence when acting within the scope of their employment or agency, and agree to be liable for any damages proximately caused by said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended, nor shall be the same be construed, to serve as a waiver of sovereign immunity by either Board or PAL, or as consent by Board or PAL to be sued by third parties for any matter arising out of or related to this Agreement. Board and PAL agree to provide each other, if requested, proof of insurance coverage or self-insurance in the amount set forth in Florida Statutes.

8. **Assignments, Inspection and Termination.** The Board and PAL will not assign this Agreement or sublet the premises or any part thereof without the written consent of the other

party. The Board and PAL agree that each party and its officers, agents, and servants will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

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. **Additional Facilities.** Additional Board facilities, not specifically enumerated in this Agreement, may be used at appropriate times and places with written approval of the Superintendent of Schools and the PAL Program Director, or their respective designees.

10. **Unforeseen Questions.** The Board and PAL agree that in the event of unforeseen questions arising out of the use of the said facilities, questions will be settled in writing between the Superintendent and the PAL Program Director or their respective designees for resolution of such questions concerning this Agreement.

11. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

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

**ST. PETERSBURG POLICE  
ATHLETIC LEAGUE**

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

Attest:

\_\_\_\_\_

**THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA**

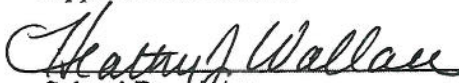
By: \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_

Superintendent

Approved as to form:

  
School Board Attorney



## Exhibit "A"

### FACILITY USE AUTHORIZATION FORM

Date: July 30, 2013  
To: **St. Petersburg Police Athletic League**  
Subject: Additional Use Request under the Agreement Between the School Board  
of Pinellas County and the St. Petersburg Police Athletic League, **effective date**

Requestor:  
Description of Use:  
Facility(ies): **SAMPLE – 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 the **St. Petersburg Police Athletic League** 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:

**St. Petersburg Police Athletic League**

**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  
Associate Superintendent, Operational Services  
Area Superintendent  
School Representative  
School Bookkeeper  
Agency Representative

RPC #