

**AGREEMENT**  
**Between**  
**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**  
**And**  
**EAST LAKE YOUTH SPORTS ASSOCIATION, INC.**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the East Lake Youth Sports Association, Inc., hereinafter referred to as "ELYSA" and the School Board of Pinellas County, Florida, hereinafter referred to as "Board;"

**WITNESSETH:**

WHEREAS, the Board owns and operates East Lake High School, hereinafter referred to as the "School," located at 1300 Silver Eagle Dr, Tarpon Springs, Florida; and

WHEREAS, ELYSA owns and operates the East Lake Sports Complex, located at 3055 Old Keystone Road, Tarpon Springs, Florida, hereinafter referred to as the "Sports Complex"; and

WHEREAS, the Board and ELYSA have occasional need for each other's recreation facilities; and

WHEREAS, the Board and ELYSA 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 hereby permits ELYSA to use a portion of the School site and ELYSA hereby permits the Board to use a portion of the Sports Complex, according to the following terms and covenants:

1. **Term.** The term of this Agreement will be for a period of five (5) years, beginning December 9, 2013 and ending December 8, 2018.

2. **Description of Use.** ELYSA will permit the School to use the Sports Complex fields for after-school sports' practices at locations, dates and times as pre-approved by the President of ELYSA, or designee. The Board will permit ELYSA to use the School fields and stadium for ELYSA sports' activities on weekends and non-school days and the occasional use on weekdays at locations, dates and times as pre-approved by the School Principal, or designee. ELYSA acknowledges the primary use of the School stadium is for Board-approved sports' activities and the need to limit the intensity of use of the stadium field, and will work with School administration accordingly, to schedule ELYSA uses.

3. **Costs.** The parties agree to pay for any direct costs associated with their use. Use of field areas by the parties will generally be at no cost to the using party; however, the parties agree to pay for any direct costs associated with use; for example, extra personnel costs, lighting or field-lining supplies.

4. Scheduling Uses. Short-term uses of facilities may be scheduled with the joint approval of the Superintendent of Schools and the President of ELYSA, 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 and 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 the Agreement when executed by the Superintendent of Schools and President of ELYSA, or their respective designees.

5. Return Condition of Facility. Each party agrees to return the facilities and surrounding area used in a clean and sanitary condition after their use by the parties, their agents, or invitees.

6. Restrictions on Use. There will be no use of the School or Sports Complex by private parties or organizations or by business enterprises for profit without the written consent of the Superintendent of Schools, and the ELYSA President, or their respective designees respectively. The parties agree to make no unlawful, improper, or offensive use of the other party's site. ELYSA and all its invitees will abide by all Board policies, including any policies that prohibit the consumption of tobacco products or alcoholic beverages on Board property, including outside areas. If, at any time, the School principal, or designee, determines the use of the School facility or surrounding area by ELYSA will cause disruption of, or interference with the educational process at the facility or use of the facility by the Board, or will cause a potential threat to the safety of the participants or spectators or the potential for damage to the School improvements on site because of continued use, the use may be terminated immediately without notice. The parties agree that the previous stated termination is only included to define the rights of School staff within this Agreement and in no way abridges the obligation of the ELYSA to properly supervise its activities. School use of Sports Complex facilities will be subject to ELYSA rules and regulations governing use of the Sports Complex.

7. Parking. The School Principal, or designee, will designate School parking facilities to be used by ELYSA. Use of any other area, without the prior approval of the School principal, is prohibited. The President of ELYSA, or designee, will designate Sports Complex parking facilities to be used by the School.

8. Supervision of Program. Each party will provide supervision of programs it conducts.

9. Hold Harmless. ELYSA agrees to indemnify, hold harmless and defend the Board, its officers, agents, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Board, its officers, agents, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by ELYSA, its agents or employees; the equipment of ELYSA, its agents or employees while such equipment is on premises owned or controlled by the Board; or the negligence of ELYSA or the negligence of ELYSA agents or employees when acting within the scope of their agency or employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the Board's property, and injury or death of any person whether employed by ELYSA, the Board, or otherwise. ELYSA 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 ELYSA proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes. ELYSA duty to indemnify and hold harmless shall survive termination of this Agreement.

10. Assignment, Inspection and Termination. The Board and ELYSA will not assign this Agreement or sublet the facilities or any part thereof without the written consent of the other party. The Board, its officers, agents, and employees, will have the right to enter and inspect any portion of the School facility and the operation being conducted thereon at reasonable times. This Agreement may be canceled by either the Board or ELYSA with ninety (90) days written notice, without cause. This Agreement may be canceled by the Board or ELYSA with cause, upon written notice to the defaulting party if said default is not cured within thirty (30) days of said notice.

11. Unforeseen Questions. The Board and ELYSA agree that in the event of unforeseen questions arising out of use of the School or Sports Complex or otherwise arising under this Agreement, questions will be settled in writing between the Superintendent of Schools and the President of ELYSA, or their respective designees for resolution of such questions concerning this Agreement.

12. Notices. Notices required under the Agreement shall be sent as specified below, until such time as a party shall notify the other of a change in the name or address for notices.

For the Board:	School Board of Pinellas County, Fl Real Estate Department 11111 S. Belcher Road Largo, FL 33773
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For ELYSA:	President East Lake Youth Sports Association 36181 East Lake Road #198 Palm Harbor, FL 34685
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13. 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.

ATTEST:

EAST LAKE YOUTH SPORTS ASSOCIATION,  
INC.

\_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_

ATTEST:

THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA

\_\_\_\_\_

Superintendent

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

Approved as to form:

  
School Board Attorney

## Exhibit "A"

### FACILITY USE AUTHORIZATION FORM

Date: October 15, 2013  
To: Agency  
Subject: Additional Use Request under the Agreement Between the School Board  
of Pinellas County and East Lake Youth Sports Association, Inc., **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 \$ **0,000.00**  
Other (List) \$  
\$ \_\_\_\_\_

Total \$ **0,000.00**

The facility owner/representative \_\_\_\_\_ will invoice \_\_\_\_\_ 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:

**East Lake Youth Sports Association, Inc.**

**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: Michael Grego, Ed.D., Superintendent of Schools  
Director, Accounting  
Director, Auditing  
Area Superintendent (Region I-IV)  
School Bookkeeper  
School Representative  
Agency Representative

RPC #