

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2016 by and between the School Board of Pinellas County, Florida, 301 4th Street SW, Largo, Florida, 33770, hereinafter referred to as "Board," and Sunshine Officials Association-Wrestling, Inc., hereinafter referred to as "SOA-Wrestling," whose mailing address is 1831 Marilyn Dr., Clearwater, Florida, 33759 and provides as follows;

WITNESSETH:

WHEREAS, SOA-Wrestling is a non-profit organization that has provided referee services for the Board's varsity- and junior-varsity wrestling programs; and

WHEREAS, SOA-Wrestling has used the Board's school facilities as meeting places for training and scheduling, and desires to continue said use; and

WHEREAS, the Board and SOA-Wrestling 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 SOA-Wrestling to have 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 beginning August 15, 2016 and ending August 14, 2021.
2. SOA-Wrestling meetings to be held at Board facilities must be scheduled in advance and are subject to approval by the school principal or center director.
3. No fee or charge will be paid for the use of the Board's facilities if the following conditions apply:
 - (a) A plant operator is already scheduled to be on duty.

(b) The number of uses of Board facilities for meetings does not exceed ten times per Board fiscal year.

(c) The use occurs on a weekday not earlier than one hour after school dismissal or at any time when school activities are scheduled.

(d) Utilities are not required beyond scheduled run times.

4. SOA-Wrestling will pay the Board's direct costs for any use that occurs when a plant operator is not already on duty; utilities are not normally on and for any use that exceeds ten times during any Board fiscal year.

5. A Facility Use Authorization Form, a sample of which is attached as Exhibit "A", will be prepared by the Board's Real Estate Department for all uses of Board Facilities requiring the reimbursement of costs. The Facility Use Authorization Form will specify the conditions of use; such as dates, times, contact names and costs.

6. SOA-Wrestling 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 SOA-Wrestling proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes. It will be the responsibility of SOA-

Wrestling to provide continuing and uninterrupted proof of insurance to the Board's Risk Management Department located at 301 4th Street SW, Largo, Fl 33770.

7. SOA-Wrestling and all its invitees will abide by all Board policies, including those policies which state that the consumption of tobacco products, including e-cigarettes or alcoholic beverages on Board property, including any outside areas, is prohibited.

8. SOA-Wrestling will not assign this Agreement or sublet the facilities or any part thereof. SOA-Wrestling agrees that the Board's personnel will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

9. 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 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.

10. The Board and SOA-Wrestling 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 and the President of SOA-Wrestling or their specific designee for resolution of such questions concerning this Agreement.

11. All written notices to the Board and SOA Wrestling will be sufficient if sent by the parties in the United States mail, postage paid, to the following addresses:

For Board:

Real Estate Department
Pinellas County Schools
Walter Pownell Service Center
11111 S. Belcher
Largo, FL 33773

For Pinellas Soccer:

Frank (Pete) Collins
SOA Wrestling
1831 Marilyn Dr.
Clearwater, FL 33759

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

SUNSHINE OFFICIALS ASSOCIATION-WRESTLING, INC

By: _____
President

Attest:

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

By: _____
Chairman

Attest:
_____ Secretary

Approved as to Form:


School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: July 26, 2016
To: Agency
Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and Agency effective xx/xx/xx (5 yrs)

Requestor:
Description of Use:
Facility(ies): **SAMPLE - Note: This form will be completed by Real Estate Department 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 _____ 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:

Agency

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
Area Superintendent
School Representative
School Bookkeeper
Agency Representative

RPC #