

## **AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the School Board of Pinellas County, Florida, 301 4<sup>th</sup> Street SW, Largo, Florida, 33770, hereinafter referred to as "Board," and the Sunshine Football Officials Association, hereinafter referred to as "Sunshine Football," whose mailing address is P O Box 5302, Clearwater, FL 33758 and provides as follows;

### **WITNESSETH:**

WHEREAS, Sunshine Football is a non-profit organization that has provided referee services for the Board's varsity- and junior-varsity football programs; and

WHEREAS, Sunshine Football 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 Sunshine Football 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 Sunshine Football 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. Sunshine Football 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. Sunshine Football 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. Sunshine Football 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 Sunshine Football proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes. It will be the

responsibility of Sunshine Football to provide continuing and uninterrupted proof of insurance to the Board's Risk Management Department located at 301 4<sup>th</sup> Street SW, Largo, Fl 33770.

7. Sunshine Football 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. Sunshine Football will not assign this Agreement or sublet the facilities or any part thereof. Sunshine Football 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 Sunshine Football 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 Sunshine Football or their specific designee for resolution of such questions concerning this Agreement.

11. All written notices to the Board and Sunshine Football 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 Sunshine Football:**

John S. Taylor  
Sunshine Football  
P.O. Box 5302  
Clearwater, FL 33758

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

SUNSHINE FOOTBALL OFFICIALS ASSOC.

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

Attest:  
\_\_\_\_\_

THE SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA

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

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 x/x/xx (5 yrs)

Requestor:  
Description of Use:  
Facility(ies): **SAMPLE - Note: This form will be completed by 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	\$ <b>000.00</b>
Other (List)	\$
	\$ _____
<b>Total</b>	<b>\$ 000.00</b>

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 #