

A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of August, 2020, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as Board and the YMCA OF THE SUNCOAST, hereinafter referred to as YMCA;

W I T N E S S E T H :

WHEREAS, the Board desires the use of various YMCA-owned facilities for its physical education classes and other athletic and educational programs; and

WHEREAS, the YMCA desires the use of various school facilities owned by the Board for recreational and training programs; and

WHEREAS, the Board and YMCA are each willing to allow one another the use of their respective facilities for such purposes on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants and other good and valuable consideration, the Board and YMCA mutually agree as follows:

1. **Term.** The term of this Agreement will be for a period of five (5) years beginning August 30, 2020 and ending August 29, 2025.

2. **Scheduling.** The reciprocal use of the parties' facilities will be scheduled so as not to conflict with the other parties' use of such facilities. In scheduling the use of the respective facilities, the parties will use a Facility Use Authorization Form, a sample of which is attached as Exhibit A, which will be prepared by the Board's Real Estate Department and executed by the Superintendent and the YMCA President/CEO, or their respective designees. The Facility Use Authorization Form will specify the conditions of use including the dates, times, contact names, costs, and special conditions applicable to such use.

If one party desires to use the other party's facility at a time other than when normally

open (e.g., outside normal hours, vacations, holidays, staff-development or in-service days, and times when facility owner normally has no staff on duty), the using party will be required to pay the direct costs incurred for said use; (e.g., utility, facility and personnel costs) at the prescribed rates of the facility owner. Direct costs may also be charged the using party for repetitive interior uses of facilities, or uses requiring fees from participants or spectators, regardless of the presence of facility-owner staff. The Board and the YMCA will not charge each other when said direct costs are less than Fifty (\$50) Dollars.

3. **Return Condition of Facility.** The parties agree to maintain the facilities used and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees.

4. **Supervision of Program.** Each party will provide its own personnel for the supervision of the programs it conducts.

5. **Restrictions on Use.** Use of the leased premises by private parties or organizations or by business enterprises for profit is prohibited. The Board and YMCA further agree to make no unlawful, improper or offensive use of the leased premises and all rights of the leasing party hereunder will be terminated by the Board or YMCA in the event that such use is made thereof. YMCA and all its invitees will abide by all Board policies, including policies which state that the consumption of tobacco products including electronic cigarettes or alcoholic beverages on Board property, including any outside area, is prohibited.

6. **Hold Harmless.** The parties agree that the YMCA will save the Board harmless and indemnify the Board on account of the negligent acts of its employees, servants or agents or on account of any unsafe conditions that may exist as a result of the negligent operation and/or maintenance by the YMCA of the subject facilities. The YMCA 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 the YMCA proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

7. **Assignment.** The Board and YMCA will not assign this Lease or sublet the premises or any part thereof without the written consent of the other party.

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

9. **Termination.** 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 days from receipt of the written notice;

b) Either party may terminate this agreement by giving written notice to the other party

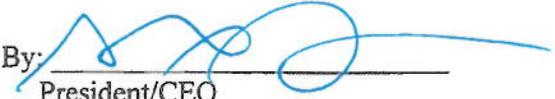
that the agreement will terminate thirty (30) days from the receipt of said notice by the other party.

10. **Unforeseen Questions.** The Board and YMCA 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 YMCA President/CEO, or their specific designee 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.

YMCA OF THE SUNCOAST

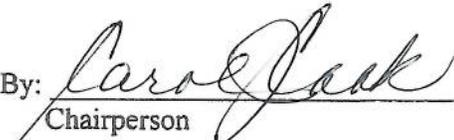
By: 
President/CEO

Attest:


Approved as to form:


School Board Attorney

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: 
Chairperson

Attest:

Superintendent

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: June 16, 2010
To: YMCA of the Suncoast
Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and YMCA of the Suncoast effective August 30, 2010 (5 yrs)

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

YMCA of the Suncoast

School Board of Pinellas County, Florida

Authorized Representative Date
for Agency

Authorized Representative Date
for School Board
1111 S. Belcher Rd., Largo, FL 33773

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
Associate Superintendent (Region II-V)
School Representative
School Bookkeeper
Agency Representative

RPC #