



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: June 1, 2022

Contract/Agreement Vendor: The Salvation Army Boys & Girls Club, Mariah Deshazo
Name of Vendor & Contact Person
Mariah.Deshazo@uss.salvationarmy.org
Vendor Email Address

Agreement for the District Swim Team to use the Boys & Girls Club swimming pool
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Swim Team
Reason/Audience to benefit
6-27-2022 \$ 20,000.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Darren Melton

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin: _____

Leadership Team Member:

Funding Source: 11-002 002.1000.443.100.3330.000.003
Fund/Project OCAS Coding

Consent
 Action

Agreement for the District Swim Team to use The Salvation Army Boys & Girls Club swimming pool. Services are quoted at \$20,000 and will be paid for from the General Fund. Dates of services are July 1, 2022 - June 30, 2023. The district has utilized this facility at the Boys and Girls club for several years with the cost to the district remaining the same.

Summary *This area must be complete with full explanation of contract*

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

The Salvation Army Boys & Girls Clubs of Metro Tulsa

**Facility Use Agreement
Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to address location specific details that are not specifically covered under the FACILITIES USE AGREEMENT (For Use of The Salvation Army Buildings and/or Grounds) and is understood to be an addition to items covered in said document.

This Memorandum of Understanding is made this 1st day of July, 2022 between The Salvation Army Boys & Girls Clubs of Greater Oklahoma and Broken Arrow High School Swim Team (BA Swim) (Renter), as it relates to the Facilities Use Agreement (For Use of The Salvation Army Buildings and/or Grounds) entered into by The Salvation Army, a Georgia Corporation and the "Renter"

In addition to the terms laid out in the Facilities Use Agreement (For Use of The Salvation Army Buildings and/or Grounds) the "Renter" Agrees to:

1. Off Season Hours (8/24/22 - 9/30/22 & 2/20/23-end of school) – 2-3 pm, Monday – Friday.
2. In Season Hours (10/1/22 - 2/28/23) – 6am-7:30 am (Monday & Wednesday) and 2-4pm, Mon-Fri.
3. Summer Hours (Monday following the last day of school – 8/23) 7:00-8:30 am, Monday – Friday.
4. Swim Meets: Please provide notice, in advance, of special set up, and equipment/supply needs
5. Rooms of use as stated in the contract are the swimming pool, locker rooms and bathrooms. Use of outdoor green areas are available and should be coordinated through the Club Unit Director.
6. If hours or rooms are needed in addition to the contract, written permission must be obtained in advance of such accommodation. Additional times and/or rooms are not guaranteed and will only be allowed if the room and staff requirements can be met as defined by The Salvation Army Boys & Girls Clubs of Metro Tulsa.
7. An authorized adult, who is Red Cross Lifeguard certified, must be in the pool area at all times team members are present. If another room is used, that adult must monitor the use of the room by being physically present. The authorized adult must be in the building and on the property if there are team members present.
8. Lane ropes must be removed at the end of practice unless permission has been given to leave the ropes in the pool.
9. At the end of practice, all areas that are used must be clean and free of debris.
10. The "Renter" agrees to support The Salvation Army Boys & Girls Clubs of Metro Tulsa's aim to ensure that the highest of standards of child safety and protection are met.
11. The "Renter" will not introduce anything into the facility that would be considered a detriment to the mission of The Salvation Army.

This Memorandum of Understanding should be signed by both parties and will remain in place during the rental agreement terms spelled out in the Facility Use Agreement (For Use of The Salvation Army Buildings and/or Grounds).

Signature (Renter) _____ Date: _____

Witness _____ Date: _____

Area Commander _____ Date: _____

**FACILITIES USE AGREEMENT
FOR USE OF THE SALVATION ARMY
BUILDINGS AND/OR GROUNDS**

(It is understood when entering this agreement that The Salvation Army is a religious, not-for-profit organization. It is further understood that the Renter will not conduct or allow to be conducted any program, or take or allow to be taken any action that may damage the image or undermine the principles of The Salvation Army.)

THIS AGREEMENT, made this 1st day of July, 2022 between The Salvation Army, A Georgia Corporation, hereinafter referred to as "The Army", and Broken Arrow High School Swim Team, hereinafter referred to as "the Renter".

WITNESSETH:

WHEREAS, the Renter desires to use that portion of the facilities as defined in Section 3 of this agreement located at 1400 W. Washington, Broken Arrow, OK 74012 for the sole benefit and enjoyment of the Renter and its members,

AND WHEREAS, The Army desires to make available to the Renter, a non-commercial or not-for-profit entity, the above mentioned premises,

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the above-mentioned premises shall be used and maintained by the renter subject to the following terms and conditions:

1. The undersigned will use the premises for the purpose of Competitive Swimming and no other purpose.
2. The term of this agreement shall be for 12 months (term), commencing on July 1, 2022 (date) and ending on June 30, 2023 (date). The defined premises will be used on the following days Monday - Friday between the hours of varies am/pm and varies am/pm.

3. The specific area or areas to be utilized are as follows: (Camps attach local Annex B)
pool, locker rooms, bathrooms, outdoor green area as scheduled with Unit Director

4. The fee for the use of the areas defined in Article 3 above or Camp Annex B will be
\$20,000.00 payable to The Army on or by June 30, 2023.
5. Where Services provided by Tenant are regulated by federal or state law, Tenant assumes sole responsibility for all applicable compliance requirements. Tenant further agrees to indemnify Salvation Army against any and all claims, actions, suits, charges, and judgments whatsoever including breach, loss, damage, or injury to person(s) or property, that arise out of, or result from, Tenant's performance or nonperformance of the services or subject matter described in this Agreement. Salvation Army is not responsible for the security of Tenant's records, equipment, or any supplies unless compromised as a result of Salvation Army's gross negligence or willful neglect.
6. In the event that Tenant is operating a medical clinic, performing medical procedures of any kind and/or providing medical diagnosis ("Services"), Salvation Army will not be responsible or indemnify Tenant. Tenant will be solely responsible for the compliance of HIPAA, HITECH, and any applicable federal or state law regarding the above identified services. Tenant further acknowledges that Salvation Army is not a "Business Associate" or "Covered Entity" as defined by HIPAA. Tenant will indemnify Salvation Army against any and all claims arising out of Tenant's operation of Services. The Salvation Army is not responsible for the security of these records, equipment or any supplies.
7. The Renter agrees that while the premises are used by them, they will be responsible for any damage to the premises, its furniture, fixtures or other accoutrement for any cause whatsoever. The Renter further agrees that they will pay for any damages arising out of this use of the premises.

8. Renter shall comply with all laws, rules, regulations and requirements of all governmental bodies whether Federal, State, County or Municipal. Renter shall hold The Army harmless from all of said matters including all code enforcement violations caused by Renter.
9. The Renter agrees to indemnify and hold harmless The Army from and against any and all claims, demands, actions, suits or causes of action, including counsel fees and other costs defending against the same for loss, damage, or personal injury (including death) arising from the use of the rented property and facilities by the Renter, its members, guests, or invitees. (Certificate of insurance may be required specifying limits. Camps see Annex A.)
10. Either party may cancel this agreement with 30 days notice without liability for any damages that might be sustained for such cancellation.
11. Renter agrees not to use or allow the use of tobacco, alcohol, firearms or illegal drugs in or on Salvation Army property. Smoking is prohibited in all physical structures and shall otherwise be restricted to designated areas.
12. The Renter agrees to provide supervision, to the extent that said activities are carried on in a safe and orderly manner, for all areas defined as a part of this agreement.
13. Renter agrees that no long distance calls shall be billed to Army telephones.
14. Any facility or property which is owned, leased or controlled in any way by The Salvation Army, USA Southern Territory, shall not be used for any wedding ceremony, legal union ceremony or other similar undertaking (collectively referred to herein as "Wedding"), unless the Wedding is officiated or co-officiated by a Salvation Army officer in accordance with the relevant Orders and Regulations, Policies and Procedures and other ecclesiastical directions issued by The Salvation Army regarding the conducting of Weddings. In the event of a Wedding which is co-officiated by a Salvation Army officer, the officer must sign the legal certificate resulting from the Wedding.

15. If an Annex is to be a part of this document, specify the Annex by initialing here.

Camp Annex A - Special Conditions

RENTER

Camp Annex B - Rate Schedule

RENTER

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

WITNESS:

THE SALVATION ARMY, a Georgia Corporation

WITNESS:

RENTER

**THE SALVATION ARMY
BUILDING/GROUNDS USE AGREEMENT
CAMP ANNEX A**

This Annex includes special conditions for use of Salvation Army campgrounds and is to be made part of the primary Use Agreement for Salvation Army Buildings and Grounds.

1. The Renter shall produce a certificate of insurance covering the "Hold Harmless" clause of Article 7 in the primary agreement and shall have endorsements of comprehensive public liability insurance issued by a company acceptable to The Army, having been obtained at the expense of the Renter and covering the period for which the agreement is in effect. The certificate shall name The Army as additional insured and provide limits of not less than the following:

\$1,000,000 - General Liability Per Occurrence

\$3,000,000 - Aggregate

\$500,000 – Property Damage

Copy of certificate must be attached to agreements.

2. The Renter agrees to see that no wildlife, trees or shrubs on the premises are damaged by the Renter, its members, its guest or invitee.
3. The Renter agrees to make inspection upon arrival at campsite with representative noting conditions of all facilities, furniture, fixtures, etc., and to make a final inspection at the conclusion of the activities of the Renter, its members, guest, and invitee in the company of a representative of The Army to see that these premises and buildings, and the fixtures and furniture thereon are in the same condition as when first occupied by the Renter, its members, guest, and invitee, and if found to be contrary that an additional fee be fixed for proper restoration thereof.

4. The Renter agrees to obtain the permission of The Army before moving any fixture or articles of furniture provided by The Army.
5. The Renter agrees to see that the premises of The Army, its buildings, fixtures and furniture are left in a clean and sanitary condition.
6. Upon the signing and acceptance of this rental agreement and the return of the executed agreement, a deposit in the amount of 50% of the total rental cost as indicated in Annex B will be due to hold the camp dates. If the Renter cancels the rental agreement less than 30 days prior to the rental period, they forfeit the deposit made at the execution of the rental agreement.
7. Use of motor vehicles will be limited and be operated on designated roadways only. Vehicles must be parked in designated parking areas only. No vehicle should be on grass or at housing or program areas. Driving to these areas should be reserved for loading and unloading only.
8. No fires whatsoever are to be built, except those specifically authorized by The Salvation Army representative and in designated areas.
9. The Renter agrees that joint occupancy by individuals of the opposite sex will be allowed only for legally married couples.
10. Specific facilities and grounds to be used and rate schedule are included in Annex B attached.