

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 6/17/2024

Contract/Agreement Vendor: The Salvation Army Boys and Girls Club, Casey Haverstick-Beck

Name of Vendor & Contact Person

Casey.Haverstick-Beck@uss.salvationarmy.org

Vendor Email Address

lease 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

6/24/2024

BOE Date

\$ 22,000.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Dr. Dustin Smith

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

The cost of The Salvation Army Boys and Girls Club services are quoted at \$22,000 and will be paid from General Funds. The dates of services will be August 1, 2024 - July 31, 2025. The vendor will provide the use of the swimming pool at the Boys and Girls Club in Broken Arrow for the district's swim team. The district has utilized this facility for several years. D. Smith

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.

MEMORANDUM

To: Mr. Chuck Perry

From: Dr. Dustin Smith

Date: 6/17/2024

Re: The Salvation Army Boys and Girls Club: Consent Agenda

SUBJECT

Discussion, motion and vote on to approve or disapprove a Renewal contract between The Salvation Army Boys and Girls Club and Broken Arrow Public Schools for a lease agreement for the 2024-2025 school year, which allows the district's swim team a scheduled time for use of the club's pool. Total cost to the district is \$22,000 and will be paid by General Funds. D. Smith

ENCLOSURES/ATTACHMENTS

Contract agreement

SUMMARY

The cost of The Salvation Army Boys and Girls Club services are quoted at \$22,000 and will be paid from General Funds. The dates of services will be August 1, 2024 – July 31, 2025. The vendor will provide the use of the swimming pool at the Boys and Girls Club in Broken Arrow for the district's swim team. The district has utilized this facility for several years.

FUNDING

General Fund

RECOMMENDATION

Approve

**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 16th day of July, 2024 between The Salvation Army, A Georgia Corporation, hereinafter referred to as "The Army", and Broken Arrow Public Schools 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 St. 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 swim practices and swim meets and no other purpose.
2. The term of this agreement shall be for 1 year (term), commencing on 08/01/2024 (date) and ending on 07/31/2025 (date). The defined premises will be used on the following days [See attached days & times] between the hours of _____ am/pm and _____ am/pm.

3. The specific area or areas to be utilized are as follows: (Camps attach local Annex B)
pool, locker rooms, rest rooms; gym and back area upon request

4. The fee for the use of the areas defined in Article 3 above or Camp Annex B will be
\$22,000.00 payable to The Army on or by Jun. 30, 2025.
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

Carly Beck

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.

Broken Arrow Public Schools Facility Use (days and times) from 08/01/2024 - 07/31/2025:

Monday- Friday: 1:30pm - 4:30pm

Wednesday: 6:00am - 7:00am

Saturday: 8:00am - 9:30am