

**AMENDMENT TO  
JOINT USE AGREEMENT**

This Amendment to the Joint Use Agreement ("Amendment") is made by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County" and The School Board of Pinellas County, Florida, hereinafter referred to as "School Board," this \_\_\_\_\_ day of \_\_\_\_\_, 2013, and provides as follows.

WHEREAS, parties initially entered into a Joint Use Agreement ("Agreement") effective August 28, 2008, ("Agreement") for a five year term; and,

WHEREAS, the Agreement expires on August 27, 2013; and

WHEREAS, the parties desire to amend the Agreement to extend it another five years to August 28, 2018;

NOW, THEREFORE, for an in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The term of the Agreement is extended five years such that the Agreement now expires on August 28, 2018.
2. All terms and conditions of the Agreement, except as specifically amended herein, shall continue with full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized agents on the date first above written.

Pinellas County, Florida

The School Board of Pinellas County,  
Florida

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Approved as to form  
Office of the County Attorney

Approved as to Form:

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

  
Office of School Board Attorney

## JOINT USE AGREEMENT

THIS AGREEMENT made and entered into this 13 day of August, 2008, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as "Board."

### WITNESSETH:

WHEREAS, the Board may request the use of various County-owned facilities for its educational or recreational programs or other Board-related uses; and

WHEREAS, the County may request to use various school facilities owned by the Board, for its recreational programs, public meetings, and other County-related programs; and

WHEREAS, the Board and the County are each willing to cooperate in this matter under certain conditions and provisions; and

WHEREAS, the Board has the authority pursuant to the provisions of Florida Statutes to enter into agreements with other governmental agencies;

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained and other good and valuable consideration, the Board and the County mutually agree to the joint use of their respective facilities under the following terms and conditions:

1. Term. The term of this Agreement will be for a period of five (5) years beginning August 28, 2008, and ending August 27, 2013. This Agreement may be extended for additional five (5) year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and the County.

2. Scheduling Uses. Short-term uses of facilities may be scheduled with the joint approval of the Superintendent of Schools and County Administrator, or their respective designees by using a Facility Use Authorization Form, a sample of which is attached as "Exhibit

A.” The Facility Use Authorization Form will be prepared by the School Board’s Real Property Management Department. The Facility Use Authorization Form will specify the location and conditions of use, including but not limited to, dates, times, contact names and costs, if any. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by the Superintendent of Schools and County Administrator, or their respective designees.

3. Facilities Owned by Board. The Board agrees to make its facilities available when the use thereof does not interfere or conflict with any Board programs. Use of said facilities will not be earlier than 8:00 a.m. nor later than 11:00 p.m. for outdoor use and not later than 12:00 midnight for indoor use.

4. Facilities Owned by County. The County agrees to make its facilities available when the use thereof does not interfere or conflict with any County programs. Use of said facilities will conform with the hours the facilities are normally open to the public.

5. Payment for Use of Facilities. The facility owner will determine the charges, if any, to be paid by the facility user.

6. Return Condition of Facility. The party using the facility agrees to return the play field or facilities and surrounding area to a clean and sanitary condition after use by that party or any of its agents or invitees.

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

8. Restriction of Use. Use of the subject premises, by private parties or organizations or by business enterprises for profit is prohibited, unless specifically approved by the Superintendent of Schools and County Administrator, or their respective designees. The Board and the County further agree to make no unlawful, improper or offensive use of the subject



premises and all rights of the using party hereunder will be terminated by the Board or County in the event that such use is made thereof. All persons using facilities owned by the Board will abide by all Board policies, including Board policies, which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited. All persons using facilities owned by the County will abide by all County policies.

9. Liability. Board and County agree to be fully responsible for their own acts of negligence, or their respective employee's, agents' and invitee's acts of negligence when acting within the scope of their employment or agency, and agree to be liable for any damages proximately caused by said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended, nor shall be the same be construed, to serve as a waiver of sovereign immunity by either Board or County, nor as consent by Board or County to be sued by third parties for any matter arising out of or related to this Agreement. Board and County agree to provide each other, if requested, proof of insurance coverage or self-insurance in the amount set forth in Florida Statutes.

10. Assignment, Inspection, Default and Termination. If either party fails to perform any term, covenant or provision in this Agreement, then the non-defaulting party shall notify the defaulting party of the default in writing and its demand to cure said default. Upon receipt of this notice, the defaulting party shall have thirty (30) days from receipt of the notice to cure the default, provided this thirty (30) day cure period shall be extended for such reasonable period of time as is necessary to cure the default if default is not reasonably capable of cure within said thirty (30) day period, and the defaulting party commences to diligently cure. Upon the defaulting party's failure to cure the default as provided herein, the non-defaulting party may pursue such remedies available to cure the default, which shall be the sole remedy available to either party in the event of default herein.

11. Additional Facilities. Additional Board or County facilities not specifically enumerated herein may be used at appropriate times and place with written approval of the Superintendent of Schools and County Administrator or their respective designees.

12. Unforeseen Questions. The Board and the County 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 County Administrator or their respective designees for resolution of such questions concerning this Agreement.

13. Notices. Unless, and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, or upon the expiration of five (5) days following the date mailed by first class mail to the authorized representative of the recipient provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient provided below:

To the County:

Director  
Real Estate Department  
Lease Mgmt. Division  
201 Rogers Street  
Clearwater, FL 33756

To the School Board:

Real Estate & Concurrency Svcs.  
Walter Pownall Service Center  
11111 S. Belcher Road  
Largo, FL 33773

Either party may change its authorized representative or address for receipt of notices by providing the other party with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing party of the written notice or change.

14. 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.

15. Approval Authority. Pursuant to the Pinellas County Code, Section 2-62, the Board of County Commissioners has delegated authority to the Interim County Administrator, for the purposes of entering into and executing said Joint Use Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective undersigned and duly authorized officials the day and year first above written.

WITNESS:

By: *Della Klug*

Print Name: Della Klug

PINELLAS COUNTY, FLORIDA

By: *Fred E. Marquis*

Print Name: Fred E. Marquis

Title: Interim County Administrator

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: *H. J. G.*

Sr. Asst. County Attorney

WITNESS:

THE SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA

By: *Nancy Bostock*

Print Name: Nancy N. Bostock

Title: Chairperson

JUL 29 2008

APPROVED AS TO FORM  
SCHOOL BOARD OF PINELLAS CTY

By: *James H. Winston*

School Board Attorney



## Exhibit "A"

### FACILITY USE AUTHORIZATION FORM

Date: July 29, 2008  
To: Agency  
Subject: Additional Use Request under the Agreement Between the School Board  
of Pinellas County and Agency, effective date

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 Pinellas County School Board will invoice Agency 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  
Kevin Smith, Director, Accounting  
Patricia Riggs, Director, Auditing  
Stephen Fairchild, Real Property/Facilities Specialist  
Associate Superintendent (Region I-V)  
School Representative  
School Bookkeeper  
Agency Representative

RPC #  
Juauthorizationform-SAMPLE