

AGREEMENT
Between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
And
THE CITY OF ST. PETERSBURG, FLORIDA

This Agreement ("**Agreement**") made and entered into this _____ day of _____, 2013, by and between the City of St. Petersburg, Florida, a municipal corporation, ("**City**") and the School Board of Pinellas County, ("**Board**") (collectively, "**Parties**").

WITNESSETH:

WHEREAS, the City has a need for lighted recreation fields and ancillary facilities, ("**Recreation Area**"), for City and City-sponsored recreation activities in St. Petersburg; and

WHEREAS, the Board has available open green space suitable for this purpose at Azalea Middle School, the ("**School**") located at 7855 - 22nd Avenue North, St. Petersburg; and

WHEREAS, the City has made improvements to and utilized the Recreation Area pursuant to an agreement with the Board since July 1, 2003 and desires to continue said use; and

WHEREAS, the City and the Board are each willing to cooperate in this matter pursuant to the conditions and provisions of this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board agrees to continue to provide Recreation Area as shown in Exhibit "A" to the City in accordance with the following terms and conditions:

1. **Term**. The term of this Agreement shall be for a period of five (5) years, beginning August 1, 2013 and ending July 31, 2018. This Agreement may be renewed for additional five (5) year periods upon approval by the Parties, as evidenced by written approval by the Superintendent of Schools and the City. The Parties acknowledge the School's primary function as a public educational facility and that the continued renewal of this Agreement is contingent on student-population growth and the Board's facility needs at the School.

2. Field Improvements. The City has made certain improvements ("Field Improvements") to the Recreation Area. Prior to the City making any additional Field Improvements to the Recreation Area, the Superintendent of Schools, or designee, shall review the construction plans provided by the City, including electrical specifications for approval. Said approval, if given, shall be in writing and shall delineate any modifications or conditions to the construction plans, as agreed by the City and Superintendent of Schools, or designee. After making any Field Improvements, the City shall restore any affected portions of the School site to at least as good a condition as existed prior to the installation of improvements.

3. Maintenance of Light Fixtures. The City shall maintain the light poles and associated lighting fixtures and pay all associated utility costs. The City shall on a regular basis or when requested by the Board, inspect the light poles, wiring, electrical system and associated electrical fixtures, and all other improvements made by the City in the Recreation Area and to make any necessary repairs in a timely manner.

4. Maintenance of Recreation Area. The City shall irrigate, mow, sod, control insects, fertilize and otherwise maintain the Recreation Area in a manner that is at least consistent with the Board's maintenance schedule and State Board of Education Administrative Rules. Additional maintenance performed by the Board due to City or City-sponsored use shall be reimbursed to the Board by payment, service, or materials to be agreed upon by the Superintendent of Schools and the City, for resolution of such questions; however, the Board must provide the City with a minimum of 30-days notice of maintenance concerns prior to the Board performing said additional maintenance. Maintenance of the Recreation Area shall be scheduled by City staff with the School Principal and the Regional Maintenance Supervisor responsible for the School. The City shall be responsible for the maintenance of all other improvements made by the City in the Recreation Area.

5. Return Condition of Facility. The City shall return the Recreation Area and surrounding area to a clean and sanitary condition after City or City-sponsored use.

6. Dates and Times of Use. The Board shall make the Recreation Area available to the City, for City and City-sponsored programs, Monday through Friday, after 5:00 p.m. until 11:00 p.m.; and from 8:00 a.m. until 11:00 p.m. on Saturdays. The Board may occasionally have need of the Recreation Area or a portion of the Recreation Area on evenings and weekends, in which case,

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Board use shall have priority. School administration must provide a minimum of 7-days notice and schedule the required dates with City staff. City use on Sundays and other non-school days, except Saturdays as provided above, shall be scheduled with approval of the School Principal and the Superintendent of Schools.

7. Restrictions on Use. Use of the Recreation Area by private parties or organizations or by business enterprises for profit is only permitted with the written consent of the Superintendent of Schools and the City. The Board and the City shall equally share any revenue derived from any for-profit use of the Recreation Area. The City shall not make unlawful, improper, or offensive use of the Recreation Area. The City and all its invitees shall abide by all Board policies, including those policies that prohibit the consumption of tobacco products or alcoholic beverages on Board property, including outdoor areas. If, at any time, the School Principal, determines the use of the Recreation Area, or surrounding areas by the City or a City-sponsored group will cause disruption of, or interference with the educational process at the School, or the use of the School by the Board, or create a potential threat to the safety of the participants/spectators or damage to the Recreation Area, or other School property because of continued use, the use may be terminated immediately without notice by the Superintendent of Schools. Notwithstanding the foregoing, the City shall have the ongoing obligation to properly supervise City and City-sponsored activities in the Recreation Area.

8. Parking. Use of the Recreation Area parking lot by the Board must have the prior approval of City staff. Use of the School parking lot by the City must have the prior approval of School administration. Use of any other area on the School property, without the prior approval of the School Principal, is prohibited. The School Principal shall designate any additional parking facilities at the School to be used by the City and City-sponsored groups.

9. Supervision of Program. The City will provide supervision of programs it conducts on the Recreation Area site. The supervision will be delegated to City-sponsored groups; however, it will remain the responsibility of the City to have City-sponsored groups comply with the terms and conditions of this Agreement.

10. Hold Harmless. The City and Board shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the City's and 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 Parties, nor shall anything herein be construed as consent by the Parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

11. Assignment, Inspection and Termination. The City and Board shall not assign this Agreement or sublet the premises or any part thereof without the written consent of the other party. The Board, its officers, agents, and servants, shall have the right to enter and inspect the Recreation Area and the operations being conducted thereon at reasonable times. This Agreement may be terminated by either the City or the Board with one hundred eighty (180) days written notice, without cause. This Agreement may be terminated by the City or the Board without notice with cause. Upon expiration or earlier termination of this Agreement, the City shall at its sole cost and expense remove any Field Improvements installed by the City including, but not limited to, structures, light poles, light fixtures and all relocatable components of the Field Improvements, but not including sod, clay, or other items associated with the land itself within one hundred eighty (180) days of such expiration or earlier termination of this Agreement. The City shall restore any affected portions of the School site to at least as good a condition as existed prior to removal of said Field Improvements. The Board is not responsible for providing an alternative site for the City program; however, the Board shall cooperate with the City to use other Board facilities, if available.

12. Unforeseen Issues. Unforeseen issues arising out of use of the Recreation Area or Field Improvements or otherwise arising under this Agreement, shall be settled in writing between the Superintendent of Schools and the City.

13. Non-Appropriation Clause. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available

non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

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. City Consent and Action.

a. For the purposes of this Agreement any required written permission, consent, approval or agreement ("**Approval**") by the City means the Approval of the Mayor or his designee unless otherwise set forth herein.

b. For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

16. Board Consent and Action.

a. For the purposes of this Agreement any required written permission, consent, approval or agreement ("**Approval**") by the Board or any other official of the Board means the Approval of that official or designee unless otherwise set forth herein.

b. For the purposes of this Agreement any right of the Board or any other official of the Board to take any action permitted, allowed or required by this Agreement, may be exercised by that official or designee, unless otherwise set forth herein.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

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

ATTEST:

Eva A. Andujar, City Clerk

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Tish Elston
As its: City Administrator

Approved as to form and content: 

City Attorney (designee)
By: _____
Assistant City Attorney
Legal: 00176961.doc V. 3

ATTEST:

SCHOOL BOARD OF PINELLAS COUNTY,
FLORIDA

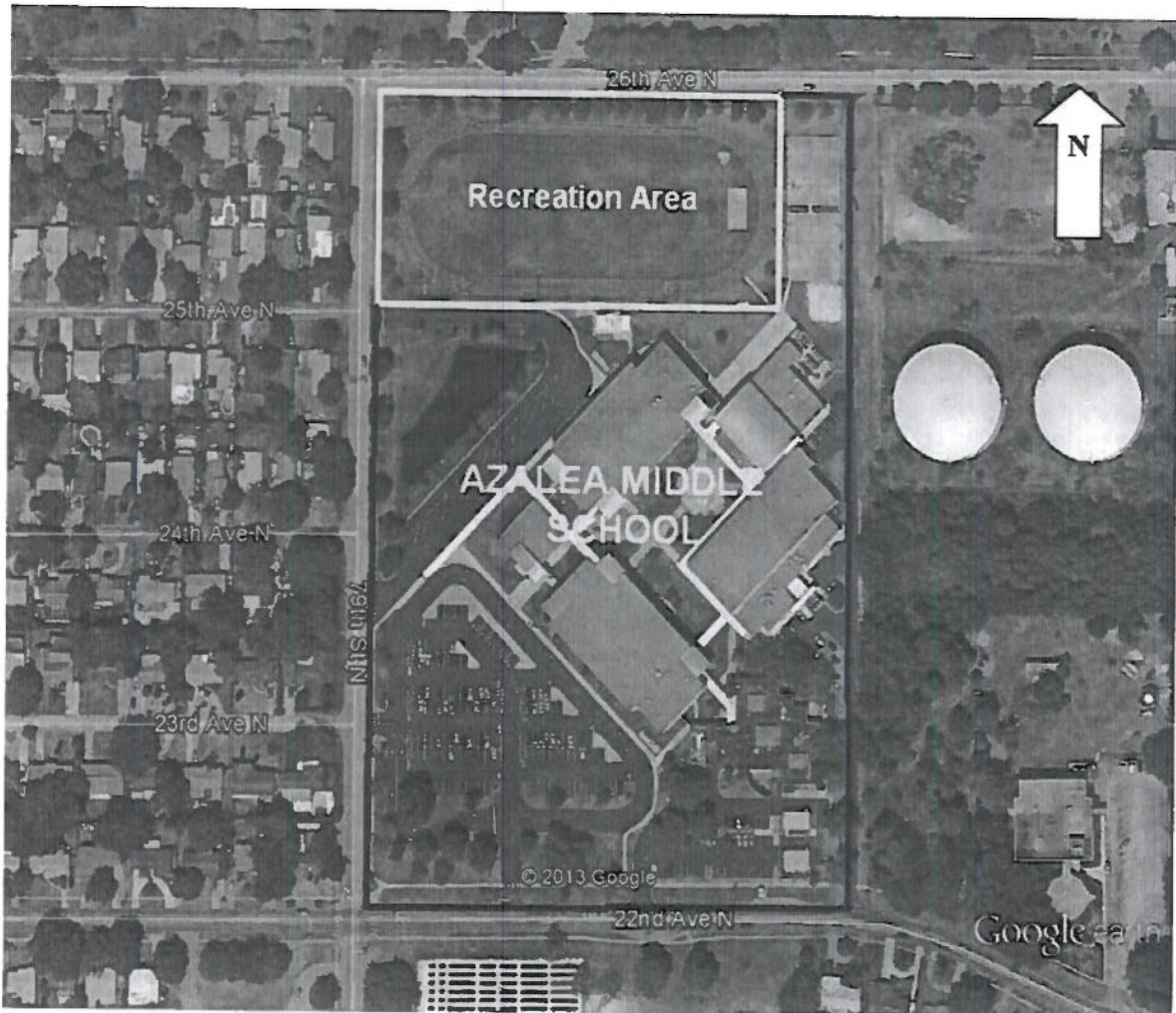
By: _____
Print: _____
Superintendent

By: _____
Print: _____
As its Chairperson

Approved as to form and content:


School Board Attorney

EXHIBIT "A"



Address: 7855 – 22nd Avenue North, St. Petersburg, FL