

FACILITIES JOINT USE AGREEMENT

Between

St. Petersburg College

And

School Board of Pinellas County

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, FLORIDA, herein referred to as the "COLLEGE," and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as the "SCHOOL BOARD."

W I T N E S S E T H:

WHEREAS, the School Board desires to use various college-owned facilities for meetings and educational programs; and

WHEREAS, the College desires to use various school facilities owned by the School Board, for meetings and educational programs; and

WHEREAS, both parties desire to enter into an agreement to delineate the process and procedures for facilitating the shared use of the facilities of each, and that the parties agree that this Agreement supersedes the joint use agreement between the parties dated on or about August 21, 2012, and that the 2012 agreement is terminated by mutual assent;

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

1. RECITALS.

The recitals are true and correct and are incorporated herein by reference.

2. TERM AND TERMINATION.

The term of this Agreement shall be for a period of one year beginning July 1, 2013, and ending June 30, 2014. Said Agreement may be extended in one year increments under the same terms and conditions set forth herein, upon written Agreement and approval by the School Board and the College.

This Agreement shall remain in effect unless terminated by either party as follows:

a) Upon breach of this Agreement by a party, the other party shall give written notice specifying the claimed breach and the action required to cure breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then this Agreement shall terminate ten (10) days from receipt of the written notice;

b) Either party may terminate this Agreement by giving written notice to the other party that this Agreement will terminate ninety (90) days from the receipt of said notice by the other party.

3. FACILITY USAGE.

It is the intent of this Agreement that the parties make their facilities available for joint use where such arrangement may benefit the College and School Board, promote cost savings and

efficiency, and support the institutional mission of each entity. Unless otherwise provided herein, or under separate agreement or contract, or pursuant to Exhibit “A”, attached herein, the College and School Board agree to make facilities available to the other without rental charges and usage fees when the use thereof does not interfere or conflict with the regularly scheduled school program of the entity extending the use. Facility usage may be scheduled and facilitated by either party subject to the joint approval of the Superintendent and the College President, or their respective designees, pursuant to Facility Use Authorization Form, and as outlined in Paragraph 4.

4. FACILITY USE AUTHORIZATION:

A Facility Use Authorization Form will be prepared by the Board’s Real Estate Department for uses of Board facilities as contemplated in Paragraph 3, except for those recurring uses described on Exhibit “A”, which shall be billed by the School Board to the College each semester. For the use of College facilities by the School Board as contemplated in Paragraph 3, the Facility Use Authorization Form shall be prepared by the campus provost or site administrator, or their designees, for the location which is being requested. The Facility Use Authorization Form, a sample of which is attached as Exhibit “B,” will specify the facility location and conditions of use; including, but not limited to, dates, times, contact names and costs, if any. Direct and indirect costs may be incurred in certain circumstances, and in the discretion of the entity providing the facility, where additional personnel time and equipment usage is required and related expenses accrued. In such case, the facility representative will send an invoice with the Facility Use Authorization Form for the identified direct or indirect costs. Further, use of the College’s Music Center, St. Petersburg/Gibbs campus; Arts Auditorium, Clearwater campus; and

Digitorium and Conference Center, Seminole campus, shall be subject to established rental policies and usage fees pursuant to each venue's operating procedures.

The terms and conditions of this Agreement shall continue to apply to any and all Facility Use Authorization Forms that are executed during the term of this Agreement for terms which do not expire until after termination of the Agreement; provided, however, that if this Agreement is renewed upon termination, the terms and conditions of the renewal Agreement shall apply instead.

5. HOURS OF USE.

The shared use of facilities shall take place when the College and School Board are in session as delineated on their respective yearly calendars ("school hours"), and shall not commence earlier than 8:00 a.m. nor operate later than 10:45 p.m. for outdoor use and not later than 12:00 midnight for indoor use. If one party desires to use the other party's facilities at a time other than when the school or campus is normally open, that party will be required to pay the direct costs incurred for such use. Notwithstanding the foregoing, the hours and dates of use may be extended outside of school hours pursuant to written agreement by the parties outlining the facility use and the additional usage fees to be assessed.

6. SCHOOL BOARD FACILITIES – RENTAL AND USAGE FEES

Certain facility usage and related services provided by the School Board to the College shall be subject to established rental and/or facility usage fees described on Exhibit "A", attached and incorporated herein. The terms of Exhibit "A" shall be negotiated by the Superintendent of School Board and the College President on or before July 1 of each year as part of the renewal of this Agreement, and include a list of School Board facilities and related services subject to rental

and usage fees to be agreed upon by the Superintendent of School Board and the College President, as well as an approximated total cost for the upcoming school year. The School Board shall invoice the College for such approximated costs and fees each semester.

7. EXCEPTIONS.

a.) The use of the College's Palladium Theater, located in St. Petersburg, and Collaborative Labs at St. Petersburg College's Epi-Center, and Leepa-Rattner Museum of Art located on the Tarpon Springs campus of the College, shall not be subject to the terms and conditions of this Agreement. Use by the School Board of the College's Palladium Theater, Collaborative Labs, and Leepa-Rattner Museum shall be subject to the scheduling and authorization procedures and terms and conditions established by each of these venues.

b.) In addition to the use of the facilities at Career Academies of Seminole, f/k/a Seminole Vocational Education Center (CAS) by the College's Veterinary Technology Program, program usage shall also include boarding and facilities for College animals, to be identified by CAS staff. The College will provide funding for the care, and additional feeding beyond grazing, of its animals on CAS property. CAS students will be allowed use of College's animals for educational purposes including feeding and routine care.

8. STANDARDS OF CARE.

Each party will use the other party's facilities and surrounding area in a clean and sanitary manner and will leave the facility in a good and clean condition after use by their employees, agents, volunteers, or invitees. The College, its employees, agents, volunteers and invitees will

abide by all Board policies regarding the use of Board facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited. The Board, its employees, agents, volunteers and invitees will abide by all College policies regarding the use of College facilities.

9. LIABILITY AND INDEMNIFICATION.

Each party agrees to be fully responsible for its own acts of negligence, or its respective officers', agents', and employees' acts of negligence when acting within the scope of their agency or employment and for the acts of each party's invitees, and agrees to be responsible for any damages resulting from said negligence subject to the limitations and defenses provided under § 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or the College. Nothing herein shall be construed as consent by the Board or the College to be sued by third parties in any manner arising out of this Agreement. Each party shall provide its own personnel for the supervision of the programs it conducts.

10. CANCELLATION.

If a scheduled event is cancelled, in the sole discretion of the party making the facility available, due to rain, wind, other inclement weather, or acts of God, or the threat of same, the other party shall not be required to pay any fee, rent, or charge for the use of the premises. If the user has submitted a deposit, and the event is cancelled as provided herein, then such party shall be entitled to a refund of the amount of the deposit.

11. MISCELLANEOUS.

The School Board and the College shall not assign this Agreement nor sublet the premises

or any part thereof without the written consent of the other party. The School Board and the College agree that each party and its officers, agents, and servants shall have the right to enter and inspect the facilities and the operations being conducted thereon at reasonable times.

The School Board and the College agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions shall be settled in writing between the Superintendent of the School Board and the College President or their specified designees.

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

BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE,
FLORIDA

THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

BY: _____

BY: _____

Attest: _____

Attest: _____
Superintendent

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
General Counsel

BY: David Kaprielian
School Board Attorney

EXHIBIT “A”

COLLEGE USE OF SCHOOL BOARD FACILITIES

2013-2014 School Year

The following uses of School Board property shall be subject to established rental charges and related service fees:

To be billed at the current Florida state facility rental rate, prorated based on number of courses, classrooms and labs:

Dual Enrollment Classroom Rental
Dual Enrollment Lab Rental

To be billed at a rate set by the Superintendent and the College President:

College Fairs and Conferences
AVID (Counselors)
Testing Centers and Classrooms
College Information Sessions
FAFSA Nights on School Board Property
Recruiter On-Site Activities
Internships/Practicums in School Board Classes

The School Board shall invoice the College each semester for approximated rental and facility usage. **The approximated cost of facility usage listed above for the 2013-2014 school year is \$610,000.**

EXHIBIT "B"

FACILITY USE AUTHORIZATION FORM

Date:
To: Agency
Subject: Facility Use Request under the Agreement Between the School Board
of Pinellas County and Agency effective x/x/xx

Requestor:
Description of Use:
Facility(ies):
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 \$
Other (List) \$
\$_____

Total \$

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:

St. Petersburg College

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
Director, Accounting
Director, Auditing

Area (1-4) Superintendent
School Representative
School Bookkeeper
Pam Smith, General Counsel's Office, St. Petersburg College

RPC #