

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013 by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter referred to as "City" and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as "Board;"

WITNESSETH:

WHEREAS, the Board may request the use of various City-owned facilities for its education programs, recreation programs, and other Board-related uses; and

WHEREAS, the City may request the use of various Board-owned facilities for its recreation programs, public meetings and other City-related programs; and

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

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and the City mutually agree as follows:

1. **Term**. The term of this Agreement will be for a period of five (5) years beginning October 1, 2013 and ending September 30, 2018.
2. **Scheduling Uses**. Short-term uses of facilities may be scheduled with the joint approval of the Superintendent of Schools and the Mayor, 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 Estate 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 Mayor, or their respective designees.

3. **Use of 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. **Use of Facilities Owned by City When Normally Open.** The City agrees to make its Facilities available when the use thereof does not interfere or conflict with any City programs. Use of said Facilities will conform with the hours the Facilities are normally open to the public.

5. **Payment for Use of Facilities.** Outdoor Board or City facilities may be used without cost except for lighting, personnel, utility costs, electrical costs and chemical treatment costs or other reimbursable costs. Interior, short-term uses of Board or City facilities are permitted without cost if appropriate staff is already scheduled to be on duty. Interior, long-term uses of Board or City facilities may require payment of direct costs, such as utility and personnel costs.

6. **Return Condition of Facility.** The party using the Facility agrees to return the Facility 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 Facility by private parties or organizations or by business enterprises for profit is prohibited unless specifically approved by the Superintendent and the Mayor, or their respective designees. The Board and the City further agree to make no

unlawful, improper or offensive use of the Facility. 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 City will abide by all City ordinances and policies, including City policies concerning the consumption of tobacco products or alcoholic beverages on City property, inside or outside.

9. **Liability.** Board and City agree to be fully responsible for their own acts of negligence, or their respective employee' and agents' 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 monetary 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 City, or as consent by Board or City to be sued by third parties for any matter arising out of or related to this Agreement. Board and City 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 and Termination.** The Board and the City will not assign this Agreement or sublet any Facilities of the other party or any part thereof without the written consent of the other party. The Board and the City agree that each party and its officers, agents, and servants will have the right to enter and inspect their Facilities and the operation being conducted thereon at reasonable times. This Agreement will remain in effect unless terminated by either party as follows:

a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure

the breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then this Agreement will terminate ten (10) days from receipt of the written notice;

b) Either party may terminate this Agreement for any reason by giving written notice to the other party that the Agreement will terminate thirty (30) days from the receipt of said notice by the other party.

11. Budgeting and Appropriation of Funds.

a) City – The obligations of the City as to any funding required pursuant to this Agreement, will be limited to an obligation in any given year to budget, appropriate and pay for 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 will not be prohibited from pledging any legally available non-ad valorem revenue for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

b) Board – The obligations of the Board as to any funding required pursuant to this Agreement, will be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Board services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the Board will not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the Board pursuant to this Agreement.

12. Unforeseen Questions. The Board and the City agree that in the event of unforeseen questions arising out of the use of the said Facilities or questions of use, the questions will be

settled in writing between the Superintendent and the Mayor or their respective designees for resolution of such questions concerning this Agreement.

13. **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.

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

ATTEST:

CITY OF PINELLAS PARK, FLORIDA

City Clerk

By: _____
Mayor

Approved as to form:

City Attorney

ATTEST:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

Superintendent

By: _____
Chairperson

Approved as to form:


School Board Attorney

EXHIBIT "A"
FACILITY USE AUTHORIZATION FORM

Date: October 1, 2013
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 the Real Estate Department 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:

City of Pinellas Park

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
School Representative
School Bookkeeper
Agency Representative

RPC #