

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2013, by and between the City of St. Petersburg, 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 City has a need for lighted recreation fields, hereinafter referred to as "**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 Lakewood High School, hereinafter referred to as "**School**;" and

WHEREAS, the City has made use of the Recreation Area since 1998 and desires to continue said use; and

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

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

1. Term. The term of this Agreement shall be for a period of five (5) years, beginning January 1, 2014 and ending December 31, 2018. This Agreement may be renewed for additional five (5) year periods upon approval by both parties, as evidenced by written approval by the Superintendent of Schools and Mayor. 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 installed field improvements in the Recreation Area to accommodate desired City programs such as lighting and a concession stand/press box/restroom building, including the installation of potable water and sewer to accommodate

the restroom facility and associated improvements in the Recreation Area as shown in Exhibit "A" ("**Field Improvements**"). The City agrees that prior to making any subsequent 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 Mayor and Superintendent of Schools, or designee. After making any of these improvements, the City agrees to 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 agrees to maintain the light poles and associated lighting fixtures and pay all associated utility costs. The City agrees to inspect on a regular basis, or when requested by the Board, 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 agrees to 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 Mayor, or the specific designee. For resolution of such questions, however, the Board must provide the City with a minimum of a thirty (30) day 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 Area 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 shown in Exhibit "A."

5. Return Condition of Facility. The City agrees to return the Recreation Area and surrounding area to a clean and sanitary condition after use by the City or City-sponsored groups, agents, or invitees.

6. Dates and Times of Use. The Board agrees to 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, Board use shall have priority, however, School staff must provide a minimum of a seven (7) day notice and schedule the dates with City staff. City use on Sundays and other non-schools days, except for Saturdays as provided above, shall be scheduled with approval of the School Principal and the Superintendent of Schools, or specific designees.
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 Mayor, or their designees. The Board and the City shall equally share any revenue derived from any for-profit use of the Recreation Area. The City agrees to 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 outside areas. If, at any time, the School Principal, or designee, 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 Recreation Area or use of the Recreation Area by the Board, a potential threat to the safety of the participants/spectators or the potential for damage to the Recreation Area or grounds because of continued use, the use shall be terminated immediately without notice (with cause). The parties agree that the previous stated termination is only included to define the rights of school administration within this Agreement and in no way abridges the obligation of the City to properly supervise its activities in the Recreation Area.
8. Parking. Use of the Recreation Area parking lot by the School 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 shall provide supervision of programs it conducts on the Recreation Area. The supervision may be delegated to City-sponsored groups, however, it shall 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 a one hundred eighty (180) day written notice, without cause. This Agreement may be terminated by the City or the Board for material default of this Agreement by the other party after notice to the non-terminating party and an opportunity to cure such default. Upon termination or expiration 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 buildings and infrastructure, sod, clay, or other items associated with the land itself within one hundred eighty (180) days. Notwithstanding the foregoing, the City may at its sole option remove all or part of the buildings and infrastructure installed by the City within the one hundred eighty (180) day period. The City agrees to restore any affected portions of the School site to at least as good a condition as existed prior to removal of said structures, light fixtures, light poles and all relocatable components of the 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 Questions. The City and Board agree that in the event of unforeseen questions arising out of use of the Recreation Area or Field Improvements or otherwise arising under this Agreement, questions shall be settled in writing between the Superintendent of Schools and the Mayor, or their respective designees for resolution of such questions concerning this Agreement.

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.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

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

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

Eva A. Andujar, City Clerk

By: _____
Mayor

Approved as to form and content:

City Attorney (designee)

By: _____
Assistant City Attorney

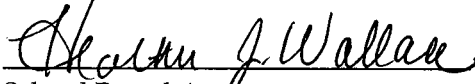
ATTEST:

SCHOOL BOARD OF PINELLAS COUNTY,
FLORIDA

Superintendent

By: _____
Chairperson

Approved as to form:



School Board Attorney

EXHIBIT "A"

