

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT, hereinafter referred to as "Agreement", made and entered into this ____ day of _____, 20____, 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", hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, BOARD desires the joint use of the County-owned facility known as North Yard Service Center located at 4314 Alt. 19, Palm Harbor, FL 34683; and

WHEREAS, COUNTY desires to assist BOARD in its mission by providing the joint use of the Premises as described herein; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants herein contained, the BOARD and the COUNTY hereby mutually agree to the joint use of the aforementioned respective facility under the terms and conditions as follows:

1. **PREMISES:** In consideration of the rent hereinafter agreed to be paid by the BOARD to COUNTY, and in consideration of the covenants of the respective Parties hereto, COUNTY does hereby lease to BOARD those certain Premises located at 4314 Alt. 19, Palm Harbor, FL 34683, hereafter referred to as "Premises."

2. **TERM:** This Agreement shall be for a term of five (5) years. The Agreement shall commence upon execution by the Parties and continue in full force and effect until terminated. The rent for the term shall be One Dollar (\$1.00) per year, receipt of which is hereby acknowledged.

This Agreement shall automatically renew for two (2) successive five (5) year terms. Either Party may terminate this Agreement at anytime in writing, not less than One Hundred Twenty (120) days prior to its intent to terminate.

3. **USE:** The Parties hereto agree that the BOARD will have full use of the interior facilities with the exception of one office that will be exclusive for COUNTY use. The exterior facilities

will be shared with COUNTY having the right to use the covered pole barn area, parking areas and fenced storage areas.

4. UTILITIES: BOARD agrees to promptly pay charges for all utilities supplied the Premises, whether determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to BOARD'S business and/or inventory, or for any other claim by BOARD, resulting from any interruption in utility services. The BOARD will also pay for all water consumption, sewer charges, trash collection, and telecommunication service.

5. MAINTENANCE, REPAIRS AND SERVICES: The COUNTY will be responsible for maintenance and repair of structural building components to include roof, windows, exterior walls, bearing and non-bearing interior walls, structural flooring, and landscaping/mowing. BOARD will be responsible for all other maintenance and repairs including, but not limited to plumbing, electrical, HVAC, telecommunication wiring and installation, floor coverings.

6. INSURANCE: BOARD shall procure and maintain during the term of the Agreement insurance pursuant to the requirements noted in Exhibit "A," attached hereto and made a part hereof.

7. LIABILITY OF COUNTY: COUNTY shall not be liable to BOARD or any other persons for any injury, loss, or damage to property or to any person on said Premises, unless said injury, loss or damage results from County's use of the premises.

8. ASSIGNMENT AND SUBLETTING: BOARD agrees not to assign or in any manner transfer this Agreement or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY.

9. ALTERATIONS, MECHANIC'S LIENS: BOARD will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems and equipment, without the prior written consent of COUNTY, which will not be unreasonably withheld. BOARD shall pay for all charges for labor, services, and

materials used in connection with any improvements or repairs to the Premises undertaken by BOARD. All such additions, improvements or fixtures, except movable office furniture, equipment, and technology/telecommunication equipment, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Agreement.

Any mechanics liens against the Premises, BOARD'S leasehold, or the land and building arising out of work performed by or for BOARD are hereby expressly prohibited and in the event of the filing of any Claim of Lien, BOARD shall promptly satisfy same or transfer it to a bond; and BOARD shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

10. COVENANT AGAINST LIENS: BOARD shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein, on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics, and laborers and other persons contracting with BOARD with respect to the Premises or any part thereof, are hereby charged with notice that they must look to BOARD to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Agreement.

11. POSSESSION: BOARD shall be granted possession and use of the Premises upon the commencement of this Agreement and all terms and conditions set forth herein shall immediately commence upon the signing of this Agreement by all Parties.

12. INDEMNIFICATION: The Parties hereto agree to be responsible for their own acts of negligence or their respective agents' acts of negligence under this Agreement and further agree to be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties.

13. CONDEMNATION: If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Agreement shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which

the Premises were leased, then from that day the BOARD shall have the right to either terminate the Agreement and declare the same null and void, or to continue in the possession of the remainder of the same under the terms provided herein, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the BOARD shall fail to terminate this Agreement as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Agreement shall continue for the then balance of the term. If BOARD exercises its right to cancel, all advance rent paid by the BOARD shall be adjusted to the date of said taking. If BOARD fails to exercise its right to cancel, BOARD shall, at its own cost and expense, make the repairs necessary to said partial taking.

The Parties agree that BOARD shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

14. DESTRUCTION OF PREMISES: If the Premises shall, without fault of BOARD, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially unusable, COUNTY, at their sole discretion may elect to rebuild or repair. If COUNTY so elects not to rebuild or repair, this Agreement shall terminate effective the date of said destruction.

15. DEFAULT: If the BOARD should fail to keep and/or perform any of the terms, covenants, conditions or provisions in this Agreement the COUNTY upon becoming aware of the occurrence of a default, shall notify BOARD of the default and its demand to cure the default. BOARD shall have fifteen (15) days from the date of notice of default to cure said default, or to commence a cure of such default, which once commenced the BOARD agrees and shall pursue continuously until the default is finally cured.

It may be lawful for the COUNTY to declare said term ended and to re-enter upon the Premises and to retake possession of the said Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The BOARD covenants and agrees that upon termination of the said term, at such election of the COUNTY, or in any other way, BOARD will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said term.

16. SIGNS: BOARD agrees that any permanent or semi-permanent signs, and advertising, which includes awnings to be used in connection with the leased Premises must have COUNTY'S written approval before installation.

17. WAIVER: One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by COUNTY to, or of any act by the BOARD requiring the COUNTY'S consent or approval, shall not be construed as a consent or approval to or of any subsequent similar act by BOARD.

18. OBSERVANCE OF LAWS: BOARD agrees to observe and comply with all local, State and Federal laws, rules, requirements, orders, directives, codes, ordinances, and regulations.

19. ACCESS TO PREMISES: The COUNTY shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the Premises. Such events shall not unduly interfere with BOARD'S business, except as is naturally necessitated by the nature of the work.

20. RELATIONSHIP OF PARTIES Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and BOARD. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This Agreement shall be governed by the laws of the State of Florida. Any changes in applicable laws which govern this Agreement will necessitate a change in terms and conditions which may be affected thereby, at the time such changes may arise.

21. SURRENDER: Upon the expiration of the term hereof or sooner termination of this Agreement, BOARD agrees to surrender and yield possession of the Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as BOARD is not required to restore or remedy under other terms and conditions of this Agreement.

22. NOTICES: All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

Pinellas County
Attn: Real Property Division
509 East Avenue South
Clearwater, FL 33756

until BOARD is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until BOARD is notified otherwise in writing. All notices given to the BOARD hereunder shall be forwarded to BOARD at the following address:

Pinellas County School Board
Attn: Real Estate Department
Walter Pownall Service Center
11111 S. Belcher Road
Largo, FL 33773

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

23. QUIET ENJOYMENT: The COUNTY covenants and agrees that upon BOARD performing all of the covenants and conditions aforesaid on BOARD'S part to be observed and performed, the BOARD shall and may peaceably and quietly have, hold and enjoy the Premises hereby for the term aforesaid.

24. SUCCESSORS AND ASSIGNS: The covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the BOARD to assign or sublet BOARD'S interest under this Agreement is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

25. COUNTY RESERVATION FOR DISASTER RELIEF: Notwithstanding other provisions of this Agreement, COUNTY expressly reserves the right to utilize the Premises for disaster preparedness and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of COUNTY, but will not preclude BOARD'S continued use of the Premises to the extent it does not interfere with COUNTY'S disaster-related activities or any other provisions of this Agreement.

26. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

27. HAZARDOUS SUBSTANCES: BOARD shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. BOARD shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

BOARD shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which BOARD has actual knowledge. If BOARD learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, BOARD shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

28. ENTIRE AGREEMENT: This Agreement, as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter that performance or the rights of the Parties as hereinbefore stated.

(The remainder of this page has been left intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Use Agreement on the day and year first above written.

WITNESS:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

<p>APPROVED AS TO FORM OFFICE OF PINELLAS COUNTY SCHOOL BOARD ATTORNEY</p> <p>By: <u>Heath J Wallace</u></p>
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WITNESSES:

PINELLAS COUNTY, FLORIDA

By: _____

By: _____

Print Name: _____

Print Name: Mark S. Woodard

By: _____

Title: County Administrator

Print Name: _____

<p>APPROVED AS TO FORM OFFICE OF THE COUNTY ATTORNEY</p> <p>By: _____ Michael A. Zas Senior Assistant County Attorney</p>

EXHIBIT "A" INSURANCE

If LESSEE is a governmental entity entitled to sovereign immunity or Section 768.28, Florida Statute, a written statement of Self-Insurance shall be supplied to Pinellas County Risk Management annually until termination of this contract. LESSEE shall require any contractors or sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. Such requirements shall be included in a written agreement with contractor(s). All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a "Bests" rating of at least A-VIII. Within ten (10) days calendar days after contractor receipt of notice of award, LESSEE's Contractor shall provide the COUNTY with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the Agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph (4) for Additional Insured shall be attached to the certificate(s).

All insurance policies of the LESSEE'S contractor(s) shall be primary and non-contributory to the insurance or self insurance programs carried by the COUNTY. Receipt of the certificate of insurance by the COUNTY of any Certificate of Insurance or Self-Insurance statement, does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement.

No work shall commence at any site unless prior approval has been received and approved by Pinellas County and until the required Certificate(s) of Insurance are received and approved by the COUNTY.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies obtained by LESSEE'S Contractor(s) to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the termination of this lease agreement, renewal Certificates of Insurance and endorsements, or Self Insurance

Statements, and, if requested by the COUNTY, certified true copies of the renewal policies shall be furnished by the LESSEE to the COUNTY within thirty (30) days prior to the expiration date.

Should the LESSEE'S contractor, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion be authorized to purchase such coverage's and charge the LESSEE for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The LESSEE shall submit to the COUNTY Department of Risk Management a copy of all accident reports arising out of any injuries to its employees or those of its contractors or subcontractors, or any personal injuries or property damage arising or alleged to have arisen during the term of this Agreement.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

Workers Compensation Policy shall include Longshoreman & Harborworkers Act coverage and/or Jones Act Coverage if watercraft will be used as part of any project. These coverages may also be carried on a marine policy (see "D" below) in lieu of being carried on the Workers Compensation policy.

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability (covering the liability assumed under indemnification provisions of this contract) Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal Injury and Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000

(C) Business Automobile or Trucker's/Garage liability (if motor vehicles will be on premises) covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that his coverage exists under the Commercial General Liability policy.

Limit

Per Accident	\$1,000,000
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Each insurance policy shall include the following conditions by endorsement to the policy:

- (1) LESSEE or LESSEE'S contractor shall notify COUNTY within twenty four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said LESSEE or LESSEE'S contractor from its insurer by certified mail to: Pinellas County Risk Management, 400 S. Ft. Harrison Avenue, 3rd Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve contractor of this requirement to provide notice.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LESSEE.

- (3) The term "COUNTY" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) Pinellas County shall be endorsed to the required policy or policies as an Additional Insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY to any such future coverage, or to COUNTY's Self-Insured Retention's of whatever nature. Copy of endorsement must be provided with certificate of insurance as proof of coverage.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance.
- (7) Insurance policies shall include waivers of subrogation in favor of Pinellas County.