

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the CITY OF CLEARWATER, FLORIDA, a municipal corporation, hereinafter referred to as "City," and the SCHOOL BOARD OF PINELLAS COUNTY, hereinafter referred to as "Board";

WITNESSETH:

WHEREAS, the Board desires to use various City-owned facilities for physical education and various other school-related activities; and

WHEREAS, the City desires to use various Board-owned school facilities for recreation, public meetings, and other city-related programs; and

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

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and City each give the other license to use each other's respective facilities as provided for herein, and under the following terms and conditions:

1. **Term.** The term of this Agreement will be for a period of five (5) years commencing January 1, 2017, and ending December 31, 2021. This Agreement may be extended for one or more additional five-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and City.

2. **Scheduling Uses.** Short-term uses of facilities may be scheduled by either party, with the joint approval of the Superintendent and the City Manager, 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 Board's Real Estate Department for all uses of Board facilities and by Parks and Recreation Department for all uses

of City facilities. The Facility Use Authorization Form will specify the location and conditions of use; such as dates, times, contact names and costs, if any. Outdoor Board or City facilities may be used without cost except for direct costs resulting from such use, such as utility and personnel costs. Interior (Indoor) short-term uses of Board or City facilities are permitted without cost only if appropriate staff is already scheduled to be on duty and provided that utilities are not required beyond scheduled run times. Interior (Indoor) long-term uses of Board or City facilities may require payment of direct costs resulting from such use such as utility and personnel costs. Upon proper execution of the Facility Use Authorization Form by the Superintendent and City Manager or their respective designees, said form shall be considered incorporated herein, and thereby subject to all terms and conditions herein.

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. There may an occasional use of facilities at times outside these hours if the use is approved by school staff prior to the event.

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 or the use thereof by Parties with which the City has an agreement for such use. Use of said Facilities will conform with the hours the Facilities are normally open to the public, as more specifically set out in Section 22.24, Clearwater Code of Ordinances, as amended from time to time.

5. **Use of Facilities When Normally not Open.** If one party desires to use the other party's Facilities at a time other than when normally open (e.g., outside normal hours, vacations, holidays, staff-development or in-service days, and times when the facility owner normally has no staff on duty), the party requesting such use will be required to pay the direct costs incurred for said use; (e.g., utility, facility, personnel, and supply costs) at the prescribed

rates of the Facility owner. The Board and the City will not charge each other when said direct costs are less than fifty (\$50) Dollars.

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 City Manager, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of the Facility and all rights of the using party hereunder will be terminated by the Board or the City in the event that such use is made thereof. 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, electronic cigarettes or alcoholic beverages on Board property, including any outside areas, is prohibited. All persons using Facilities owned by the City will abide by applicable law and all City policies.

9. **Assignment, Inspection, and Termination.** The Board and City will not assign this agreement nor sublet the premises or any part thereof without the prior written consent of the other party. The Board and City agree that each party and its officers, agents, and servants will have the right to enter and inspect the leased premises 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 days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;

(b) Either party may terminate this agreement without cause by giving written notice to the other party that the agreement will terminate thirty days from the receipt of said notice by the other party.

10. **Unforeseen Questions.** The Board and City agree that in the event of unforeseen questions arising out of the use of the said facilities or this license, questions will be settled in writing between the Superintendent and the City Manager or their specific designee, however, neither Party waives any right to claims or remedies as provided by law.

11. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

12. **Hold Harmless.** The Board and City agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and 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 either the Board or City. Nothing herein shall be construed as consent by the Board or City to be sued by third parties in any manner arising out of this agreement.

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

ATTEST:

**CITY OF CLEARWATER,
FLORIDA**

City Clerk

By: _____
Mayor

Approved as to form and content:

City Attorney (Designee)

ATTEST:

**THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA**

Superintendent

By: _____
Chairperson

Approved as to form and content:



School Board Attorney