

## JOINT USE AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 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 Board may request the use of various City-owned facilities for its physical education classes, baseball programs, and other Board-related programs and classes; and

**Whereas**, the City may request the use of various Board-owned facilities for its recreational 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 conditions and provisions;

**Now, Therefore**, in consideration of the covenants herein contained and other good and valuable consideration, the Board and the City as follows:

1. **Term**. The term of this Agreement will be for a period of five (5) years beginning December 6, 2016 and ending December 5, 2021. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and the City.

2. **Scheduling Uses**. The reciprocal use of the parties' facilities will be scheduled so as not to conflict with the other party's use of such facilities. In scheduling the use of the respective facilities, the parties will use a Facility Use Authorization Form, a sample of which

is attached as Exhibit A, which will be prepared by the Board's Real Estate department and executed by the Superintendent and Mayor, or their designees. The Facility Use Authorization Form will specify the conditions of use including the dates, times, contact names, costs to be paid by the other party, and special conditions applicable to such use. 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 facilities by Board or City, may be permitted without cost if appropriate staff is already scheduled to be on duty and provided that utilities are not required beyond scheduled run times. Interior, long-term uses of facilities by Board or City, may require payment of direct costs, such as utility and personnel. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by the Superintendent and Mayor, or their designees.

3. **Return Condition of Facility.** The parties agree to maintain the facilities used and the surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees.

4. **Supervision of Program.** Each party will provide its own personnel for the supervision of the program it conducts.

5. **Restriction of Use.** Use of the facilities 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 facilities. 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, including 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 all City policies.

6. **Liability.** 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.

7. **Assignment and Inspection.** 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.

8. **Termination.** 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 this Agreement will terminate ten 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 days from the receipt of said notice by the other party.

9. **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.

10. **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.

11. **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 ST. PETERSBURG,  
FLORIDA**

\_\_\_\_\_  
Chan Srinivasa, City Clerk

By: \_\_\_\_\_  
Rick Kriseman  
As its: Mayor

Approved as to form and content:

\_\_\_\_\_  
City Attorney (Designee)

By: \_\_\_\_\_  
Assistant City Attorney

Legal: 00265915.doc V. 1

**ATTEST:**

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

\_\_\_\_\_  
Print: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Chairperson

Approved as to form and content:

  
\_\_\_\_\_  
School Board Attorney

# Exhibit "A"

## FACILITY USE AUTHORIZATION FORM

Date: December 6, 2016  
To: Agency  
Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and Agency effective x/x/xx (5 yrs)

Requestor:  
Description of Use:  
Facility(ies): **SAMPLE - Note: This form will be completed by 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 \_\_\_\_\_ 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:

Agency

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  
Region (1-6) Superintendent

**School Representative**  
**School Bookkeeper**  
**Agency Representative**

RPC #