



Vision:
100% Student Success

Mission:
"Educate and prepare each student for college, career and life."

ADMINISTRATION BUILDING
301 Fourth St. SW
P.O. Box 2942
Largo, FL 33779-2942
Ph. (727) 588-6000

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
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Laura Hine

Superintendent
Michael A. Grego, Ed.D.

February 11, 2022

David Jezek
President / CEO
YMCA of Greater St. Petersburg
600 1st Ave North, Suite #201
St. Petersburg, FL 33701

Re: Renewal of Joint-Use-of-Facilities Agreement

Dear David:

In 2012 the School Board of Pinellas County and the YMCA of Greater St. Petersburg entered into a joint-use-of-facilities agreement, which provides the terms and conditions for the mutual use of our facilities. The agreement was renewed for an additional five (5) year period in 2012, and again in 2017 with a new agreement being signed. The current agreement may be extended for additional 5-year periods under the same terms and conditions with the written agreement and approval of the YMCA of Greater St. Petersburg and the Superintendent of Schools.

We feel that the continuation of this agreement is in the best interest of the YMCA and the school district, as it provides a greater variety of facilities. I am, therefore, recommending the renewal of this agreement for a period of five years, beginning May 1, 2022 and ending April 30, 2027.

You may confirm the YMCA's intent to renew this agreement by signing and returning a copy of this letter to Kelly Fasce, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773. All requests to use school facilities during the year should be directed to the Real Estate Department, who manages joint-use-of-facility agreements for the school district.

I look forward to working with you and your staff during the coming year.

Sincerely,

Michael A. Grego, Ed.D.
Superintendent

David Jezek
President/CEO

cc: Real Estate Department
Director, Accounting
Director, Auditing

Approved As To Form:

School Board Attorneys Office

A G R E E M E N T

THIS AGREEMENT, made and entered into this 27 day of June, 2017, by and between the YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER ST. PETERSBURG, INC, herein referred to as "YMCA" and the SCHOOL BOARD OF PINELLAS COUNTY, referred to as "Board";

W I T N E S S E T H :

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

WHEREAS, the Board may desire to use the YMCA facility located at 3200 First Ave South, St. Petersburg, FL 33712 for education related activities; and

WHEREAS, the YMCA 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 YMCA each give the other license to use each other's respective facilities as provided for herein, and under the following terms and conditions:

1. **Recitals.** That the recitals described above are true and correct and are incorporated as part of this Agreement.

2. **Term.** The term of this Agreement will be for a period of five (5) years beginning May 1, 2017, and ending April 30, 2022. This Agreement may be extended for additional periods with written agreement and approval by the Superintendent and YMCA.

3. **Scheduling Uses.** Short-term uses of facilities may be scheduled by either party, with the joint approval of the Superintendent and the YMCA 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. 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 YMCA 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 YMCA facilities are permitted without cost only if appropriate staff is already scheduled to be on duty. Interior (indoor) long-term uses of Board or YMCA facilities may require payment of direct costs such as utility and personnel costs. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by the Superintendent and YMCA Manager, or their designees.

4. **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. The YMCA will abide by all Federal, State and local codes and laws governing this site and the use thereof. Use of Board facilities will be in accord with Board policies as modified from time to time.

5. **Use of Facilities Owned by YMCA When Normally Open.** The YMCA agrees to make its facilities available when the use thereof does not interfere or conflict with any YMCA programs or the use thereof by Parties with which the YMCA has an agreement for such use. Use of said facilities will conform with the hours the facilities are normally open to the public.

6. **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 YMCA will not charge each other when said direct costs are less than fifty (\$50) Dollars.

7. **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.

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

9. **Restriction on 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 YMCA President, or their respective designees. The Board and the YMCA 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 YMCA 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 or alcoholic beverages on Board property, including any outside areas, is prohibited. All persons using facilities owned by the YMCA will abide by applicable law and all YMCA policies.

10. **Indemnification and Hold Harmless Agreement.** The YMCA will indemnify and hold the Board, its officers, agents and employees harmless from and against any and all

claims and causes of action for personal injury and property damage arising out of or relating to YMCA use of Board property pursuant to this Agreement. The YMCA will provide the Board proof of comprehensive general insurance coverage in the amount of at least \$1,000,000 and will name the Board as an additional insured. The Board agrees to be fully responsible for its own acts or omissions of negligence, or its officers', agents', and employees' acts or omissions of negligence relating to Board use of YMCA property pursuant to this Agreement, and agrees to be liable for any damages resulting from such 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 Board. Nor are any provisions herein intended to be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement. The Board will provide the YMCA proof of self-insurance in the amounts of the Board's limits of liability set forth in Section 768.28, Florida Statutes.

11. **Assignment.** The Board and YMCA will not assign this Agreement or sublet the premises or any part thereof.

12. **Inspection.** The Board and YMCA 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.

13. **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 the contract will terminate ten days from receipt of the

written notice;

b. Either party may terminate this agreement 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.

14. **Unforeseen Questions.** The Board and YMCA agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions will be settled in writing between the Superintendent and the YMCA President or their specific designee for resolution of such questions concerning this Lease.

15. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with Florida law. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida

16. **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.

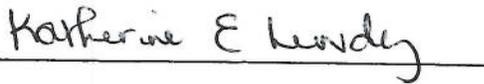
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

PETERSBURG

YMCA OF GREATER OF ST.

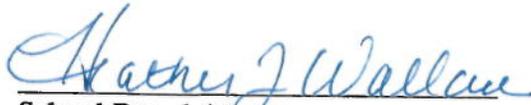
By: 
President/CEO

Attest:


Katherine E Lewdy

Approved as to form:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA


School Board Attorney

By: 
Chairperson

Attest:


Secretary

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: May 1, 2017
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:

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
Real Estate Department
Area Superintendent
School Representative
Agency Representative