

A G R E E M E N T

THIS AGREEMENT, made and entered into this 23rd day of June, 2020, by and between the CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation, herein referred to as City, and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as Board;

W I T N E S S E T H:

WHEREAS, the Board desires the use of various City-owned recreational facilities for its physical education classes and other athletic and educational programs; and

WHEREAS, the City desires the use of various school facilities owned by the Board for recreational programs, public meetings and other City related programs; and

WHEREAS, the City and Board are each willing to allow one another the use of their respective facilities for such purposes on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and City mutually agree as follows:

1. Term. The term of this Agreement will be for a period of five (5) years beginning June 23, 2020, and ending June 22, 2025. This Agreement may be extended for additional five-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent and City, or their designees.

2. Scheduling Uses. The reciprocal use of the parties' facilities will be scheduled so as not to conflict with the other parties' 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 the City Manager, or their designees. The Facility Use Authorization Form will specify the conditions of use including the dates, times, contact names, costs, and special conditions applicable to such use. Outdoor Board or City facilities may be used without cost except for lighting, personnel or other reimbursable costs. Interior, short-term uses of Board or City facilities are permitted without cost if appropriate staff is already scheduled to be on duty. Interior, long-term uses of Board or City facilities may require payment of direct costs, such as utility and personnel costs; The Board and the City will not charge each other when the direct costs are less than fifty (\$50) dollars.

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 Programs. Each party will provide its own personnel for the supervision of the programs it conducts.

5. Restriction of Use. The parties agree that the facilities will not be used by private parties, organizations, or business enterprises for profit unless specifically approved by the Superintendent of Schools and the City Manager, or their respective designees. The Board and 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 provisions prohibiting the consumption of tobacco products or alcoholic beverages on Board property. All persons using facilities owned by the City will abide by all City ordinances.

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 parties' rights under this Agreement may not be assigned or otherwise transferred, sublet or sublicensed without 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 subject 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 may terminate this Agreement immediately upon written notice of default and termination specifying the nature of the breach. In the event the breach is one capable of cure, the written notice of default and termination shall provide the breaching party an opportunity to cure the default within (5) days from receipt of said notice. If the default is not cured within five (5) days from receipt, this Agreement will terminate without further 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:

9. 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 the 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 TARPON SPRINGS,
FLORIDA

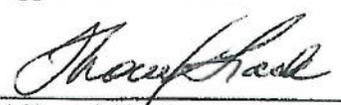


City Manager

By: 

Mayor

Approved as to Form:



Office of City Attorney

ATTEST:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

 6/23/2020

Superintendent

By:  6/23/2020

Chairperson

Approved as to Form:

 6/4/20

Office of School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: Effective date
To: Agency
Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and City of Tarpon Springs effective 6/23/2020 (5 yrs)

Requestor:
Description of Use:
Facility(ies): **SAMPLE - Note: This form will be completed by Real Estate & Concurrence Services 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:

City of Tarpon Springs

C. J. Alarcon
Authorized Representative _____ Date _____
for Agency

School Board of Pinellas County, Florida

Michael Dwyer 6/23/2020
Authorized Representative _____ Date _____
for School Board
1111 S. Belcher Rd., Largo, FL 33773

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
Associate Superintendent (Region II-V)
School Representative
School Bookkeeper
Agency Representative

RPC #