

## AGREEMENT

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of August, 2022, by and between the UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida, on behalf of the UNIVERSITY OF SOUTH FLORIDA ST. PETERSBURG with principal location at 140 Harborwalk Avenue South, St. Petersburg, FL, 33701 (hereinafter referred to as "USFSP"), and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 - 4th Street SW, Largo, 33779, (hereinafter referred to as the "SCHOOL BOARD").

### WITNESSETH:

WHEREAS, the USFSP desires to use School Board-owned facilities to offer courses and training for School Board employees; and

WHEREAS, the School Board desires to provide facilities for said courses and training; and

WHEREAS, the School Board desires to use the USFSP Campus facilities, located at 140- 7<sup>th</sup> Avenue South, St. Petersburg, Florida 33701, for educational and in-service classes or programs; and

WHEREAS, the USFSP and School Board may desire to use each other's facilities in the future; and

WHEREAS, the USFSP and School 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 School Board and USFSP mutually agree to lease their respective facilities under the following terms and conditions:

1. The term of this Agreement will be for a period of five (5) years commencing

September 1, 2022, and ending August 31, 2027. Said 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 Superintendent and USFSP.

2. School Board and USFSP facility uses must be scheduled at least 30 days in advance and approved by the Superintendent of Schools and the USFSP Regional Chancellor, or their specific designees. Said approval will be evidenced by an additional use form, a sample copy of which is attached to and made part of this Agreement as Exhibit "A".

3. The parties agree to make available the facilities when the use thereof does not interfere or conflict with the regularly scheduled programs of said facility. The use of facilities will not commence earlier than 8:00 a.m. nor be used later than 10:45 p.m. for outdoor use and not later than 12:00 midnight for indoor use. The use of facilities will be scheduled through the appropriate USFSP staff and the Principal or Center Director and must be approved by the USFSP Regional Chancellor and Superintendent of Schools, or their designee. If one party desires to use the other party's facilities at a time other than when normally open, that party will be required to pay the direct cost for said usage; e.g., utilities or custodial/supervisory help.

4. The USFSP will maintain School Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. The USFSP and all its invitees will abide by all School Board policies on use of School Board facilities, including policies, which state that the consumption of tobacco products or alcoholic beverages on School Board property, including any outside areas, is prohibited. The School Board and all its invitees will abide by all USFSP rules and procedures.

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

6. The School Board and USFSP further agree to make no unlawful, improper, or

offensive use of the leased premises and all rights of the leasing party hereunder will be terminated by the School Board or USFSP in the event that such use is made thereof.

7. Subject to the Florida Statute 768.28 limitations on waiver of sovereign immunity, the parties agree that each will save the other harmless on account of the negligent acts of its employees, servants or agents or on account of any unsafe condition that may exist as a result of the negligent operation by the parties of the Facilities. The School Board and USFSP agree to provide each other, if requested, proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

8. The School Board and the USFSP will not assign this Lease nor sublet the premises or any part thereof without the written consent of the other party.

9. The School Board and USFSP 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.

10. The School Board and USFSP 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 of the School Board and the USFSP Regional Chancellor or their specific designees.

11. In the event litigation is necessary to enforce any of the terms or conditions of this Agreement, the prevailing party will be entitled to recover its costs and expenses, including reasonable attorneys' fees from the non-prevailing party.

12. 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 days from the receipt of said notice by the other party.

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

UNIVERSITY OF SOUTH FLORIDA

DocuSigned by:  
BY: Jeff Elliott 7/20/2022  
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Associate Director of Procurement Services

Attest: Brianne Matier  
DocuSigned by:  
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THE SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA

BY: Eileen M. Long  
Chairman

Attest: Keri K. Hurd  
Secretary

APPROVED AS TO FORM

BY: David Korman  
School Board Attorney

# ***FACILITY USE AUTHORIZATION FORM***

Date: September 12, 2017  
To: President, University of South Florida  
Subject: Additional Use Request under the Agreement Between the School Board  
of Pinellas County and University of South Florida St. Petersburg effective 9/12/17 (5 yrs.)

Requesting Agency: **(SAMPLE)**  
Description of Use:  
Facility(ies):  
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:	\$ 0.00
Direct Costs	\$
Other (List)	\$
	\$ _____
Total	<u>\$ 0.00</u>

The facility owner/representative N/A will invoice N/A 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:

UNIVERSITY OF SOUTH FLORIDA

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: Director, Accounting  
Director, Auditing  
Area Superintendent  
School Representative(s)  
Agency Representative

RPC# ##