

# FACILITIES JOINT USE AGREEMENT

Between

**St. Petersburg College**

And

**School Board of Pinellas County**

THIS AGREEMENT made and entered into this 24<sup>th</sup> day of June, 2025, by and between the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, FLORIDA, herein referred to as the "COLLEGE," and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as the "SCHOOL BOARD."

## WITNESSETH:

**WHEREAS**, the School Board desires to use various college-owned facilities for meetings and educational programs; and

**WHEREAS**, the College desires to use various school facilities owned by the School Board, for meetings and educational programs; and

**WHEREAS**, the parties entered into that certain Agreement dated July 30, 2013, for the purpose of facilitating the shared use of the facilities of each, which under its terms may be extended in one-year increments upon written agreement by the Superintendent and the College,

**NOW, THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration, the School Board and the College mutually agree to use their respective facilities under the following terms and conditions:

### 1. RECITALS.

The recitals are true and correct and are incorporated herein by reference.

### 2. TERM AND TERMINATION.

The term of this Agreement shall be for a period of one year beginning July 1, 2025, and ending June 30, 2026. Said Agreement may be extended in one-year increments under the same terms and conditions set forth herein, upon written Agreement and approval by the School Board and the College. This Agreement shall remain in effect unless terminated by either party as follows:

a) Upon breach of this Agreement by a party, the other party shall give written notice specifying the claimed breach and the action required to cure breach. If the breaching

party fails to cure the breach within five (5) days from receipt of said notice, then this Agreement shall terminate ten (10) 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 this Agreement will terminate ninety (90) days from the receipt of said notice by the other party.

### **3. FACILITY USAGE.**

It is the intent of this Agreement that the parties make their facilities available for joint use where such arrangement may benefit the College and School Board, promote cost savings and efficiency, and support the institutional mission of each entity. Unless otherwise provided herein, the College and School Board agree to make facilities available to the other without rental charges and usage fees when the use thereof does not interfere or conflict with the regularly scheduled school program of the entity extending the use. Facility usage may be scheduled and facilitated by either party subject to the joint approval of the Superintendent and the College President, or their respective designees, pursuant to Facility Use Authorization Form, and as outlined in Paragraph 4.

### **4. FACILITY USE AUTHORIZATION.**

A Facility Use Authorization Form will be prepared by the Board's Real Estate Department for uses of Board facilities as contemplated in Paragraph 3. For the use of College facilities by the School Board as contemplated in Paragraph 3, the Facility Use Authorization Form shall be prepared by the campus provost or site administrator, or their designees, for the location which is being requested. The Facility Use Authorization Form, a sample of which is attached as an Exhibit "A", will specify the facility location and conditions of use; including, but not limited to, dates, times, contact names and costs, if any. Direct and indirect costs may be incurred in certain circumstances, and in the discretion of the entity providing the facility, where additional personnel time and equipment usage is required and related expenses accrued. In such case, the facility representative will send an invoice with the Facility Use Authorization Form for the identified direct or indirect costs. Further, use of the College's Music Center, St. Petersburg/Gibbs campus; Arts Auditorium, Clearwater campus; and Digitorium and Conference Center, Seminole campus, and Board's Turf fields and pools shall be subject to established rental policies and usage fees pursuant to each venue's operating procedures.

The terms and conditions of this Agreement shall continue to apply to any and all Facility Use Authorization Forms that are executed during the term of this Agreement for terms which do not expire until after termination of the Agreement; provided, however, that if this Agreement is renewed upon termination, the terms and conditions of the renewal Agreement shall apply instead.

### **5. HOURS OF USE.**

The shared use of facilities shall take place when the College and School Board are in session as delineated on their respective yearly calendars ("school hours"), and shall not commence earlier than 8:00 a.m. nor operate later than 10:45 p.m. for outdoor use and not later than 12:00 midnight for indoor use. If one party desires to use the other party's facilities at a time other than when the school or campus is normally open, that party will be required to pay the direct costs incurred for such use. Notwithstanding the foregoing, the hours and dates of use may be extended outside of school hours pursuant to written agreement by the parties outlining the facility use and the additional usage fees to be assessed.

## **6. EXCEPTIONS.**

a.) The use of the College's Palladium Theater, located in St. Petersburg, and Collaborative Labs at St. Petersburg College's Epi-Center, and Collaborative Labs at St. Petersburg College's Downtown Center, and Leepa-Rattner Museum of Art located on the Tarpon Springs campus of the College, and the Bay Pines STEM Center, and the Chris Sprowls Workforce Innovation Hub located on the Tarpon Springs campus of the College, and the Gymnasium located on the Tarpon Springs campus, and the Gymnasium located on the St. Pete Gibbs campus, and the Manufacturing Lab located on the Midtown campus, and FA-132 located on the Tarpon Springs campus, shall not be subject to the terms and conditions of this Agreement. Use by the School Board of the College's Palladium Theater, Collaborative Labs, and Leepa-Rattner Museum, and Bay Pines STEM Center, and Chris Sprowls Workforce Innovation Hub, Tarpon Springs Gymnasium, St. Pete Gibbs Gymnasium, Midtown Manufacturing Lab, and FA-132, shall be subject to the scheduling and authorization procedures and terms and conditions established by each of these venues.

b.) The use of the School Board's Dr. Michael A. Grego Leadership Institute, and the Bette Ra Ivey Discovery Center, and the Gibbs High School theater, and all district tracks, pools, and artificial turf fields, shall not be subject to the terms and conditions of this Agreement.

## **7. STANDARDS OF CARE.**

Each party will use the other party's facilities and surrounding area in a clean and sanitary manner and will leave the facility in a good and clean condition after use by their employees, agents, volunteers, or invitees. The College, its employees, agents, volunteers and invitees will abide by all Board policies regarding the use of Board facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited. The Board, its employees, agents, volunteers and invitees will abide by all College policies regarding the use of College facilities.

Additionally, whenever one Party is on the property of the other Party, the first Party shall follow all health, safety, and emergency policies and protocols of the second Party.

## **8. LIABILITY AND INDEMNIFICATION.**

Each party agrees to be fully responsible for its own acts of negligence, or its respective officers', agents', and employees' acts of negligence when acting within the scope of their agency or employment and for the acts of each party's invitees, and agrees to be responsible for any damages resulting from said negligence subject to the limitations and defenses provided under § 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or the College. Nothing herein shall be construed as consent by the Board or the College to be sued by third parties in any manner arising out of this Agreement. Each party shall provide its own personnel for the supervision of the programs it conducts.

## **9. CANCELLATION.**

If a scheduled event is cancelled, in the sole discretion of the party making the facility available, due to rain, wind, other inclement weather, or acts of God, or the threat of same, the other party shall not be required to pay any fee, rent, or charge for the use of the premises. If the user has submitted a deposit, and the event is cancelled as provided herein, then such party shall be entitled to a refund of the amount of the deposit. Additionally, the Parties mutually agree that each has the authority to close and reopen campuses, buildings and/or portions of its campuses and buildings for normal occupancy and operations during, or in preparation for imminent periods of emergencies. Such periods may include hurricanes, tornados, epidemics, pandemics, civil unrest, any declared public emergency, or other related emergencies. The Party using the other Party's space under this agreement shall not enter or attempt to enter such closed spaces until reopened for normal occupancy and operation unless the first Party requests and receives express permission from the second Party. Additionally, the second Party shall not be responsible for any losses that result from such closures.

## **10. MISCELLANEOUS.**

The School Board and the College shall not assign this Agreement nor sublet the premises or any part thereof without the written consent of the other party. The School Board and the College agree that each party and its officers, agents, and servants shall have the right to enter and inspect the facilities and the operations being conducted thereon at reasonable times.

The School Board and the College agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions shall be settled in writing between the Superintendent of the School Board and the College President or their specified designees.

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IN WITNESS WHEREOF, the parties hereto have executed this

Agreement as of the day and year first above written.

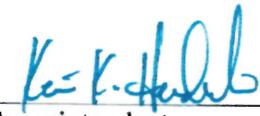
BOARD OF TRUSTEES OF  
ST. PETERSBURG COLLEGE,  
FLORIDA

THE SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA

BY:  6/30/25  
Janette Hunt, Vice President  
Finance & Business Operations

BY:   
Chairperson  
Laura Hine 6/24/25

Witness:   
Pamela S. Smith  
Legal Services Coordinator

Attest:   
Superintendent  
Kevin K. Hendrick

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: HACps; Appr. by JH 5/20/25  
General Counsel

BY:   
School Board Attorney