



Vision:
100% Student Success

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

January 24, 2023

Heather Robb
Police Athletic League of St. Petersburg
1450 16th Street North
St. Petersburg, FL 33704

Re: Renewal of the Agreement Between Pinellas County School Board and the Police Athletic League of St. Petersburg

Dear Ms. Robb:

In 2013 the School Board of Pinellas County approved the agreement with the Police Athletic League of St. Petersburg (PAL). PAL occasionally uses board facilities for their youth-recreation programs. The agreement permits PAL to use school board facilities without separate leases, while the school board obtains documentation of use, proof of insurance, and cost recovery when applicable. The renewal of the agreement is for a period of five (5) years. In 2018, the agreement was renewed for an additional five (5) years and expires on August 24, 2023. The agreement may be extended for an additional five (5) year period now with the written approval of the PAL and the Superintendent of Schools.

We feel that the continuation of this agreement is in the best interest of PAL and the school district, as it provides a greater variety of facilities. Therefore, I am recommending the renewal of this agreement for five (5) years, beginning August 25, 2023, and ending August 24, 2028.

You may confirm PAL's intent to renew this agreement by signing and returning a copy of this letter to Lutricia "Trish" Johnson, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773.

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

Sincerely,

Kevin Hendrick
Superintendent

Heather Robb, Executive Director
Police Athletic League of St. Petersburg

cc: Clint Herbic, Assoc Superintendent, Operational Services
Dawn Meyers, Director, Auditing
Heather Robb, Police Athletic League of St. Petersburg

WALTER POWNALL SERVICE CENTER
11111 S Belcher Road
Largo, FL 33773
(727) 547-7100

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
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Stephanie Meyer
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Superintendent
Kevin K. Hendrick

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September, 2018 by and between the ST. PETERSBURG POLICE ATHLETIC LEAGUE, hereinafter referred to as "PAL" and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA hereinafter referred to as the "Board."

WITNESSETH:

WHEREAS, PAL may request the use of Board-owned facilities for youth-recreation programs and other uses; and

WHEREAS, the Board's cooperation with PAL facilitates the Board's aim of a safe learning environment; and

WHEREAS, the Board and PAL are each willing to cooperate in this matter under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and PAL mutually agree as follows:

1. **Term.** The term of this Agreement will be for a period of five (5) years beginning August 25, 2018, and ending August 24, 2023. This Agreement may be renewed for additional five (5) year periods upon approval of the parties, as evidenced by written approval by Superintendent of the Schools and PAL.

2. **Scheduling Uses.** Short-term uses of facilities may be scheduled with the joint approval of the Superintendent of Schools and the St. Petersburg Police Department's Chief of Police, 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 School Board's Real Estate Department. The Facility Use Authorization Form will specify the location and conditions of use, including but not limited to, dates, times, contact names and costs, if any. The Facility Use Authorization Form will be considered an amendment to this

Agreement when executed by the Superintendent of Schools and the St. Petersburg Police Department's Chief of Police, or their respective designees.

3. **Use of Board Facilities When Not Normally Open.** The parties agree that PAL will seek to schedule its uses, either before or after normal school hours, when a plant operator is already scheduled to be on duty. The Board's Real Estate Department will determine the charges, if any, to be paid by PAL.

4. **Return Condition of Facility.** PAL will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees.

5. **Supervision of Program.** PAL will provide its own personnel for the supervision of the programs it conducts.

6. **Restriction of Use.** Use of the subject premises by private parties or organizations or by business enterprises for profit, is prohibited. PAL further agrees to make no unlawful, improper or offensive use of the subject premises. PAL and all its invitees will abide by all Board policies on use of Board facilities, including policies which state that the consumption of tobacco products, including electronic cigarettes, or alcoholic beverages on Board property, including any outside areas, is prohibited.

7. **Liability.** Board and PAL agree to be fully responsible for their own acts of negligence, or their respective employee' and agents' acts of negligence when acting within the scope of their employment or agency, and agree to be liable for any damages proximately caused by said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended, nor shall be the same be construed, to serve as a waiver of sovereign immunity by either Board or PAL, or as consent by Board or PAL to be sued by third parties for any matter arising out of or related to this Agreement. Board and PAL agree to provide each other, if requested, proof of insurance coverage or self-insurance in the amount set forth in Florida Statutes.

8. **Assignments, Inspection and Termination.** The Board and PAL will not assign this Agreement or sublet the premises or any part thereof without the written consent of the other party. The Board and PAL agree that each party and its officers, agents, and servants will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

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 (5) days from receipt of said notice, then the contract will terminate ten (10) 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.

9. **Additional Facilities.** Additional Board facilities, not specifically enumerated in this Agreement, may be used at appropriate times and places with written approval of the Superintendent of Schools and St. Petersburg Police Department's Chief of Police, or their respective designees.

10. **Unforeseen Questions.** The Board and PAL agree that in the event of unforeseen questions arising out of the use of the said facilities, questions will be settled in writing between the Superintendent and the St. Petersburg Police Department's Chief of Police 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.

**ST. PETERSBURG POLICE
ATHLETIC LEAGUE**

By: Heather Rohle

Attest:

[Signature]

Approved as to form:

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

By: [Signature]
Chairperson

Attest:

[Signature]
Superintendent

Approved as to form:

[Signature]
School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: August 25, 2018
To: **St. Petersburg Police Athletic League**
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and the St. Petersburg Police Athletic League, **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 the **St. Petersburg Police Athletic League** 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:

St. Petersburg Police Athletic League

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
Area General Manager of Operations, Safety & Security
School Representative
School Bookkeeper
Agency Representative

RPC #