



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

November 11, 2024

Mayor Joe Ayoub
750 Main Street
Safety Harbor, FL 34695

RE: Renewal of the Joint-Use-of-Facilities Agreement Between the City of Safety Harbor and the School Board of Pinellas County

Dear Mayor Ayoub:

In 1990, the School Board of Pinellas County (Board) and the City of Safety Harbor (City) entered into a Joint-Use-of-Facilities Agreement which enables the Board and the City to use each other's facilities without separate leases, while maintaining insurance coverage, cost-recovery when applicable and documentation of use.

The agreement is for a period of five (5) years under the same terms and conditions with the written approval of the City and the Superintendent of Schools.

We feel that the continuation of this agreement is in the best interest of the city and the school district, as it provides a greater variety of facilities for the children of the Safety Harbor area. I am, therefore, recommending the renewal of this agreement for a period of five (5) years, beginning April 25, 2025, and ending April 24, 2030.

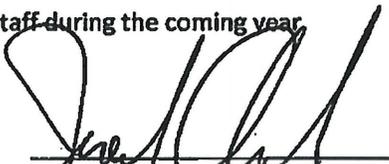
You may confirm the City's intent to renew this agreement by signing and returning a copy of this letter to Lutricia "Trish" Johnson, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773, who manages joint-use-of-facility agreements for the school district.

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

Sincerely,



Kevin K. Hendrick
Superintendent



Joe Ayoub, Mayor
City of Safety Harbor

Cc:
Director, Accounting
Director, Auditing
City of Safety Harbor – Leisure Services Director

Approved As To Form:



School Board Attorneys Office

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

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
Chairperson
Laura Hine

Vice Chairperson
Caprice Edmond

Katie Blazberg
Lisa N. Cane
Eileen M. Long
Stephanie Meyer
Dawn M. Peters

Superintendent
Kevin K. Hendrick

JOINT-USE-OF-FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of October, 2020, by and between the **CITY OF SAFETY HARBOR, FLORIDA**, a municipal corporation, hereinafter referred to as “City” and **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as “Board;”

WITNESSETH:

WHEREAS, the Board may request the use of various City-owned facilities for its recreation programs, or other Board-related programs; and

WHEREAS, unless covered by a separate use agreement with the Board, the City may request the use of various Board-owned facilities for its recreational programs, public meetings, and other City-related programs; and

WHEREAS, the Board and the City are each willing to cooperate in this matter on certain terms and conditions.

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

1. **Term.** The term of this Agreement will be for a period of five (5) years beginning April 25, 2020, and ending April 24, 2025. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, upon mutual written approval by the Superintendent of Schools and the City’s authorized representative.

2. **Scheduling Uses.** Short-term uses of facilities may be scheduled using a Facility Use Authorization Form, a sample of which is attached as Exhibit “A”, which will be prepared by the Board’s Real Estate and Concurrency Services and will be considered an addendum to this

Agreement when executed by the Superintendent of Schools and the City's authorized representative, or their respective designees. A short-term use shall mean a single use of a facility which does not exceed three (3) days of use.

3. **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.

4. **Use of Facilities Owned by City When Normally Open.** The City agrees to make its facilities available when the use thereof does not interfere or conflict with any City programs. Use of said facilities will conform with the hours the facilities are normally open to the public.

5. **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 using party will be required to pay the direct costs incurred for said use (e.g., utility, facility and personnel costs) at the prescribed rates of the facility owner and in accordance with the rules and requirements established by the facility owner. Direct costs may also be charged to the using party for repetitive interior uses of facilities, regardless of the presence of facility owner staff. A repetitive interior use shall mean a use of a facility on consecutive days. Notwithstanding the foregoing, the Board and the City will not charge each other when such direct costs are less than fifty (\$50) Dollars. The facility owner will provide information on the amount of direct costs to the using party before signing a Facility Use Authorization Form.

6. **Return Condition of Facility.** The party using a 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 and to abide by all rental rules and regulations established by the facility owner.

7. **Supervision of Programs and Activities.** Each party will provide its own personnel for the supervision of the programs and activities it conducts at the other party's facilities.

8. **Restriction of Use.** Use of a facility by private parties or organizations or by business enterprises for profit is prohibited unless specifically approved in writing by the Superintendent of Schools and the City's authorized representative, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of a facility, as determined by the facility owner, and all rights of the using party hereunder will be terminated by the Board or the City in the event that such use is made thereof. The party using the facilities will abide by all policies and rules prescribed by the facility owner, this includes, but is not limited to policies prohibiting the consumption of tobacco products or alcoholic beverages on the property, including any outside areas.

9. **Liability and Mutual Indemnification.** 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. To the fullest extent permitted by law, each party agrees to indemnify, hold harmless, and defend the other party and its respective agents from and against all liability arising out of its respective

obligations under this Agreement and the use of the facilities under this agreement, excluding claims arising out of the negligence, recklessness, willful disregard, or misconduct of the party to be indemnified hereunder. Pursuant to section 768.28(19), Florida Statutes, nothing contained herein shall be construed to require any party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10. **Assignment, Inspection and Termination.** The Board and the City will not assign this Agreement nor sublet any facilities of the other party or any part thereof without the written consent of the other party. The Board and the City agree that each party and its officers, agents, and servants will have the right to enter and inspect their facilities 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 shall 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 this Agreement will terminate ten (10) days from receipt of the written notice.
- b) Either party may terminate this Agreement for any reason 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.

11. **Notice.** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified mail, return receipt requested, or by personal delivery to the party to whom notice is given to the addresses shown below:

If to the City:

Matt Spoor, City Manager
750 Main Street
Safety Harbor, Florida 34965

With required copy to:
Nikki C. Day, B.C.S.
Bryant Miller Olive P.A.
201 North Franklin Street, Suite 2700
Tampa, FL 33602

If to the Board:

Deputy Superintendent
Pinellas County School Board
301 4th Street SW
Largo, FL 33770

With required copy to:
Real Estate Department
Pinellas County School Board
11111 S. Belcher Rd.
Largo, FL 33773

Notwithstanding any other provisions in this Agreement on amendments or modifications to the terms of this Agreement, either party may change their respective addresses by giving notice pursuant to this Section.

12. **Integration.** This Agreement constitutes the entire understanding of the Parties with respect to the short term joint use of various facilities, and all oral representations or agreements concerning short term joint use of various facilities are superseded by this Agreement. However,

for the avoidance of doubt, nothing contained herein shall be construed as superseding, modifying, or in any other way integrating with that certain Joint Use Agreement between the Board and the City for the use of Safety Harbor Middle School facilities dated October 4, 2004 as most recently renewed on September 9, 2019.

13. **Unforeseen Questions and Modifications.** The Board and the City agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, the questions will be settled in writing between the Superintendent of Schools and the City's authorized representative or their respective designees for resolution of such questions concerning this Agreement. This Agreement shall not be modified or amended except by written instrument signed by authorized representative for each of the Parties.

14. **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.

15. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and shall be treated as though that portion had never been a part hereof.

16. **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens, nor shall it be construed as enforceable by any third parties.

17. **Authority.** The parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

18. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

[Remainder of this page intentionally left blank – signature page and exhibit follows]

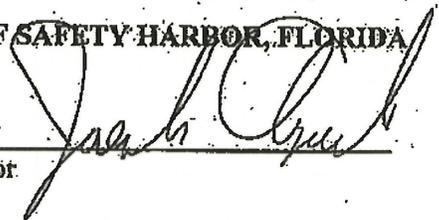
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

City Clerk

CITY OF SAFETY HARBOR, FLORIDA

By: _____
Mayor



Approved as to form and content:

11/20/07

City Attorney

ATTEST:

Michael Guzzo

Superintendent

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Chairperson



Approved as to form and content:

Daniel Kozum

School Board Attorney



Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: (Date of Use)
To: Agency
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and City of Safety Harbor (Effective Date)

Requestor:
Description of Use:
Facility(ies): **SAMPLE - Note: This form will be completed by 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 _____ 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 Safety Harbor

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
Associate Superintendent (Region II-V)
School Representative
School Bookkeeper
Agency Representative

RPC #