

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of November, 2021 between PALM HARBOR COMMUNITY SERVICES AGENCY, INC., PO Box 1227, Palm Harbor, Florida, 34682, herein referred to as "Community Services Agency" and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 4th Street SW, Largo, Fl. 33779, herein referred to as "Board";

WITNESSETH:

WHEREAS, the Board may request the use of various Community Services Agency facilities for recreation programs, and other Board-related programs; and

WHEREAS, the Community Services Agency may request the use of various Board facilities for its recreational programs, public meetings, and other recreation-related programs; and

WHEREAS, the Board, and the Community Services Agency 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 Board and Community Services Agency 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 December 17, 2021, and ending December 16, 2026. This 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 of Schools and the Community Services Agency.

2. **Board Facilities**. 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.

3. **Meetings and Events.** Community Services Agency meetings and events to be held at Board facilities must be scheduled in advance, and are subject to approval by the school principal or center director, or specified designee. After the meeting or event has been approved by the school principal or center director, but prior to the date of the meeting or event, the President, or designee of the Community Services Agency will request the principal or center director, or specified designee, to contact the Board's Real Property Management Department to initiate an additional use form (see Exhibit "A"), which will be considered an attachment to this Agreement. The additional use form will state the dates and times of use, and costs if any, to be paid by the Community Services Agency.

4. **Community Services Agency Facilities.** The Community Services Agency agrees to make its facilities available, when the use thereof does not interfere or conflict with any Community Services Agency programs. Use of said facilities will conform with the hours the facilities are normally open to the public, and is subject to pre-approval by the President, or designee, of the Community Services Agency.

5. **Use of Facilities When Normally not Open.** If one party desires to use the other party's facilities at a time other than normally open, the using party will be required to pay the direct costs incurred for said use; e.g., utility, personnel, and supply costs, at the prescribed rates of the facility owner. The Board and Community Services Agency will only invoice each other when said direct costs exceed Fifty (\$50) Dollars, unless otherwise agreed. During vacations, holidays, staff-development or in-service days, and times when the facility owner normally has no staff on duty, the facility owner will have the right to provide a minimum of one (1) on-duty, facility-owner staff person during the period of use of the facility by the other party.

This staff person, and any other applicable direct costs, will be charged to the using party in the manner delineated in the first two sentences of this paragraph.

6. **Return Condition of Facility.** The party using the facility agrees to return the field or facilities, and surrounding area, to a clean and sanitary condition after use by that party or any of its agents or invitees.

7. **Supervision of Program.** Each party will provide its own personnel for the supervision of the programs it conducts.

8. **Restriction of Use.** Use of the Board property by private parties or organizations or by business enterprises for profit is prohibited by the Agreement. The Board and the Community Services Agency further agree to make no unlawful, improper or offensive use of the subject premises and all rights of the using party hereunder will be terminated by the Board or Community Services Agency in the event that such use is made thereof. Community Services Agency will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. Community Services Agency 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 or alcoholic beverages on Board property, including any outside areas, is prohibited. The Community Services Agency will abide by all Federal, State and local codes and laws governing Board properties and the use thereof.

9. **Hold Harmless and Insurance.** The Board and Community Services Agency agree to be responsible for the safety of their own employees, agents, volunteers, invitees, licensees, or participants in their respective programs in cases of accidental injury, or property damage. The parties shall indemnify and hold each other harmless from and against any and all claims and causes of action for personal injury and property damage arising out of the negligent acts of their respective employees, agents, volunteers, or invitees or on account of any unsafe conditions that

may exist as a result of the negligent operation by the parties of the subject facilities; provided, however, that the Board's liability shall be limited to the extent permitted by Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or as consent by the Board to be sued by third parties in any manner arising out of this Agreement. The Community Services Agency will provide the Board a certificate of comprehensive general liability insurance coverage in the amount of at least \$1,000,000, listing the School Board of Pinellas County, Florida, as additional insured covering Community Services Agency's obligations hereunder. The Board will provide, if requested, to Community Services Agency proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

10. **Assignment, Inspection, and Termination.** The Board and the Community Services Agency will not assign this Agreement nor sublet the other's premises or any part thereof without the written consent of the other parties. The Board and the Community Services Agency 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 the Board or the Community Services Agency as follows:

- a) Upon breach of this Agreement by a party, the party requesting termination will give written notice of termination of this Agreement to the other parties, 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) Any participating party may terminate this Agreement for any reason by giving written notice to the other parties that the Agreement will terminate thirty days from the receipt of said notice.

11. **Litigation**. 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 or parties.

12. **Unforeseen Questions**. The Board and the Community Services Agency 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 Schools and the President of Community Services Agency, or their respective designees for resolution of such questions concerning this Agreement.

13. **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 here.

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: October 12, 2021
To: Agency
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and Agency, effective date

Requestor:
Description of Use:
Facility(ies): **SAMPLE – Note: This form will be completed by the Real Property Management 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 **Agency** 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:

Agency

School Board of Pinellas County, Florida

Authorized Representative for Agency	Date	Authorized Representative for School Board	Date
		11111 S. Belcher Rd., Largo, Fl 33773	

With copies to: Clayton M. Wilcox, Ed. D., Superintendent of Schools
Kevin Smith, Director, Accounting
Patricia Riggs, Director, Auditing
Stephen Fairchild, Real Property/Facilities Specialist
Area Superintendent
School Representative
Agency Representative

RPC #