

JOINT USE OF FACILITIES AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of May, 2021, by and between the School Board of Pinellas County, Florida, hereinafter referred to as "Board" and the City of Largo, Florida, a municipal corporation, hereinafter referred to as "City" and provides as follows.

WITNESSETH:

WHEREAS, The Board may request the use of various City-owned facilities for its physical education classes, baseball programs, swim programs, and other Board-related programs and classes; and

WHEREAS, 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 City 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 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 May 12, 2021, and ending May 11, 2026. This Agreement may be extended for additional 5-year periods, with written agreement and approval by the Superintendent and City Manager.
2. Scheduling Uses. The reciprocal use of the parties' facilities will be scheduled so as not to conflict with the other party's use of such facilities. A Facility Use Authorization Form,

a sample of which is attached as Exhibit "A," will be prepared by the Board's Real Estate Department for all uses. The Facility Use Authorization Form will specify the conditions of use, such as dates, times, contact names and costs, if any. Outdoor Board or City facilities may be used without cost except for lighting, personnel or other reimbursable costs. Interior, short-term uses of facilities by Board or City, may be permitted without cost if appropriate staff is already scheduled to be on duty and provided that utilities are not required beyond scheduled run times. Interior, long-term uses of facilities by Board or City, may require payment of direct costs, such as utility and personnel. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by the Superintendent and City Manager, or their designees.

3. **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, personnel, and supply costs) at the prescribed rates of the facility owner. The Board and the City will not charge each other when said direct costs are less than Fifty (\$50) Dollars.

4. **Additional Rental Conditions by City and Board**

(a) The City's Parkview Room and Tonne Playhouse shall be subject to rental and usage fees pursuant to each venue's operating procedures as outlined in the "Exhibit B" attached and made part of this agreement.

(b) The Board's rubber tracks and artificial turf fields shall be subject to additional rental and usage fees which will be based on the current Board approved rental rates at time of use.

The City also agrees to operate under the rules established by each school for the use of their artificial turf and rubber tracks.

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

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

7. **Liability.** 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.

8. **Restriction of Use.** Use of the facility by private parties or organizations or by business enterprises for profit is prohibited unless specifically approved by the Superintendent and the City Manager, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of the facility 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. All persons using facilities owned by the Board will abide by all Board policies, including policies which state that the consumption of tobacco products or alcoholic beverages on Board

property, including any outside areas, is prohibited. All persons using facilities owned by the City will abide by all City policies.

9. **Assignment, Inspection, and Termination.** The Board and City will not assign this Agreement nor sublet the other parties' premises or any part thereof without the written consent of the other party. The Board and City 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.

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 Agreement will 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 the Agreement will terminate thirty (30) days from the receipt of said notice by the other party.

10. **Unforeseen Questions.** The Board and City 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 and the City Manager or their specific designee 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 or 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.

**SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA**

By: Carol Cook
Chairperson

Attest: Michael A. Guye
Superintendent

APPROVED AS TO FORM:

Daniel Kayman
School Board Attorney

CITY OF LARGO, FLORIDA

By: Henry Schubert

Attest: James L. Bruner


APPROVED AS TO FORM:

[Signature] for
City Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: Effective Date
To: Agency
Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and Agency effective x/x/xx (5 yrs)

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:

Agency

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
Region (1-6) Superintendent
School Representative
School Bookkeeper
Agency Representative

RPC #

Exhibit "B"

ADDITIONAL RENTAL CONDITIONS BY CITY

Parkview Room

No room rental charge for uses between the hours of 7a-5p, Monday-Friday

For reservations made more than 90 days in advance, the school board will be charged 50% of the customary room rental fee.

Standard set up included in the package:

- tables,
- chairs,
- podium,
- microphone,
- projection screen.

Additional set up requirements e.g. portable stage would be charged at the customary rate.

House manager and technical person will be available during these times (for set up and problem shooting) at no additional cost.

For usage outside of the days and times above, a 50% discounted room rental fee will be applied. Full staffing costs as well as an hourly utility fee will be payable.

Tonne Playhouse

No room rental charge between the hours of 7a-5p Monday-Friday

May be reserved at no charge up to 90 days out.

If the room configuration needed requires the seating chamber to be retracted there will be a charge for this. Currently that fee is \$400.

If the room configuration requires use of the orchestra pit, the renter will be charged the invoiced cost from the City's contracted service.

If more than one technical assistant is required in the theater the hourly cost for the second tech will be applied.

For usage outside of the days and times above, a 50% discounted room rental fee will be applied. Full staffing costs as well as an hourly utility fee will be payable.

For rentals by schools located within the City of Largo an additional discount of up to 15% may be applied.