



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

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

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

April 2, 2025

Katie Gannon, City Mayor
City of Oldsmar
100 State Street
Oldsmar, FL 34677

RE: Renewal of the Joint-Use-of-Facilities Agreement

Dear Mayor Gannon:

In 2020, the School Board of Pinellas County (Board) and the City of Oldsmar (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.

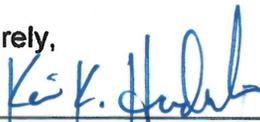
The current agreement is renewed for a period of five (5) years under the same terms and conditions with the written approval of the City and the Superintendent of Schools.

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 City of Oldsmar area. I am, therefore, recommending the renewal of this agreement for a period of five (5) years, beginning April 8, 2025, and ending April 7, 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



Katie Gannon
City Mayor

cc: Director, Accounting
Director, Auditing
Director of Parks and Recreation, City of Oldsmar

JOINT-USE-OF-FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2020, by and between the **CITY OF OLDSMAR, 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, 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 8, 2020, and ending April 7, 2025. 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 City.

2. **Scheduling Uses**. Short-term uses of facilities may be scheduled with the joint approval of the Superintendent of Schools and the City Manager, or their respective designees, as indicated on a Facility Use Authorization Form, a sample of which is attached as Exhibit "A," which will be prepared by the Board's Real Estate Department. Said form will be considered an

amendment to this Agreement when executed by the Superintendent of Schools and the City Manager, or their respective designees.

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. Direct costs may also be charged the using party for repetitive interior uses of facilities, regardless of the presence of facility owner staff. The Board and the City will not charge each other when said direct costs are less than fifty- (\$50) dollars.

6. Return Condition of Facility. The party using the 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.

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 facility by private parties or organizations or by business enterprises for profit is prohibited unless specifically approved by the Superintendent of

Schools 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 Board policies, which state that the consumption of tobacco products, including electronic cigarettes 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 and the City's Code of Ordinances.

9. **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.

10. **Assignment, Inspection and Termination.** The Board and the City will not assign this Agreement or 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 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 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. Unforeseen Questions. 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 Manager or their respective designees for resolution of such questions concerning this Agreement.

12. 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.

ATTEST:

Ann Nixon
City Clerk

CITY OF OLDSMAR, FLORIDA

By: *L. [Signature]*
Mayor

Approved as to form and content:

[Signature]
City Attorney

ATTEST:

Michael A. Shoop
Superintendent

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: *Carol Cook*
Chairperson

Approved as to form and content:

Henry Wallace 3/2/2010
School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: March 23, 2020
To: Agency
Subject: Additional Use Request under the Agreement Between the School Board
of Pinellas County and City of Oldsmar effective April 8, 2020 (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:

City of Oldsmar

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 #