



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

February 4, 2025

Maureen Freaney, City Mayor
City of Dunedin
737 Loudon Avenue
Dunedin, FL 34698

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

Dear Mayor Freaney:

In 2020, the School Board of Pinellas County and the City of Dunedin (City) first 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 Dunedin area. I am, therefore, recommending the renewal of this agreement for a period of five (5) years, beginning May 31, 2025, and ending May 30,2030.

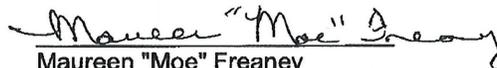
You may confirm the city's intent to renew this agreement by signing and returning a copy of this letter to Lutricia "Trish" Johnson, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773, who manages joint-use-of-facility agreements for the school district.

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

Sincerely,



Kevin K. Hendrick
Superintendent



Maureen "Moe" Freaney
City Mayor

Cc: Director, Accounting
Director, Auditing
Superintendent of Recreation, City of Dunedin

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

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
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Kevin K. Hendrick

The School Board of Pinellas County, Florida, prohibits any and all forms of discrimination and harassment based on race, color, sex, religion, national origin, marital status, age, sexual orientation or disability in any of its programs, services or activities.

100% Student Success

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Approved As To Form:

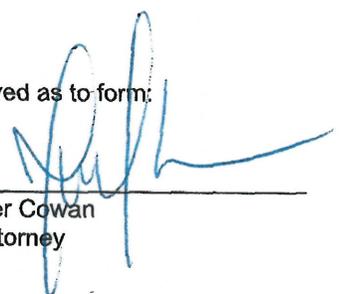


School Board Attorneys Office

ATTEST:


Rebecca Schlichter
City Clerk

Approved as to form:



Jennifer Cowan
City Attorney

A G R E E M E N T

THIS AGREEMENT made and entered into this 30th day of June, 2020

by and between the CITY OF DUNEDIN, FLORIDA, a municipal corporation, hereinafter referred to as City, and the SCHOOL BOARD OF PINELLAS COUNTY, hereinafter referred to as Board;

W I T N E S S E T H:

WHEREAS, the Board desires the use of various City-owned recreational facilities for its physical education classes, meetings, AP testing, baseball/softball programs, swim programs, and other Board-related programs and classes; and

WHEREAS, the City desires the use of various school facilities owned by the Board, for recreational programs, Before and After School Programs, Athletic Programs, public meetings, and other City related programs; and

WHEREAS, the Board and City are each willing to allow one another the use of their respective facilities for such purposes on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and City agree as follows:

1. Term. The term of this Agreement will be for a period of five (5) years beginning May 31, 2020 and ending May 30, 2025. This Agreement may be extended for additional five-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent and City.

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. In scheduling the use

of the respective facilities, the parties will use 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 and executed by the Superintendent and the City Manager, or their designees. The Facility Use Authorization Form will specify the conditions of use including the dates, times, contact names, costs to be paid by the other party, and special conditions applicable to such use. Outdoor Board or City facilities may be used without cost except for lighting, personnel, utility costs, pool heating cost, electrical costs and chemical treatment costs or other reimbursable costs. Interior uses of Board or City facilities may require payment of direct costs, such as utility and personnel costs. The Board and the City will not charge each other when the direct costs are less than fifty (\$50) dollars. Certain facilities of the City are subject to Lease or License Agreements with third parties and may be subject to availability and the rights of those third parties to charge for the use of that particular facility. Among these facilities are: Englebert Complex/ Blue Jays Player Development Complex, Dunedin Stadium/Grant Field/TD Ballpark and the Dunedin Golf Club golf course. The use of Licensed Facilities will require coordination and agreement with the license holder.

3. Return Condition of Facility. The parties agree to maintain the facilities used and the surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees.

4. Supervision of Programs. Each party will provide its own personnel for the supervision of the programs it conducts.

5. Restriction of Use. The parties agree that the other party's facilities will not be used by private parties, organizations, or business enterprises for profit unless specifically approved by the Superintendent of Schools and the City Manager, or their respective designees.

The Board and City further agree to make no unlawful, improper or offensive use of the facilities. All persons using facilities owned by either party will abide by that party's policies including provisions prohibiting the consumption of tobacco products, including electronic cigarettes or alcoholic beverages on that party's property. All persons using facilities owned by the City will abide by all City ordinances, administrative regulations and the directions communicated by City personnel. All persons using facilities owned by the Board will abide by administrative regulations and directions communicated by Board personnel.

6. 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.

7. Assignment and Inspection. The parties' rights under this Agreement may not be assigned or otherwise transferred, sublet or sublicensed without the prior 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 their facilities and the operation being conducted thereon at reasonable times.

8. Termination. 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 may terminate this Agreement immediately upon written notice of default and termination specifying the nature of

the breach. In the event the breach is one capable of cure, the written notice of default and termination shall provide the breaching party an opportunity to cure the default within five (5) days from receipt of said notice. If the default is not cured within the five (5) days from receipt, this Agreement will terminate without further 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.

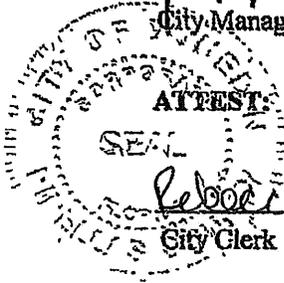
9. Headings. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

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

CITY OF DUNEDIN, FLORIDA

James H. Bramley
City Manager

By: Julie Ward English
Mayor



ATTEST:

Rebecca C. Schmitt
City Clerk

Approved as to form:

Chouf Hall
City Attorney

ATTEST:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Michael A. Szeg 06/09/2020
Superintendent

By: Carol Cook 06/09/2020
School Board Chair

Approved as to form:

Henry A. Miller 5/20/20
School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: Effective date
To: Agency
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and City of Dunedin effective 5/31/2020 (5 yrs)

Requestor:
Description of Use:
Facility(ies): SAMPLE - Note: This form will be completed by Real Estate & Concurrency Services 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 Dunedin

School Board of Pinellas County, Florida

Handwritten signature of Julie Ward Bryan and date 4/20/20

Authorized Representative for Agency

Date

Authorized Representative for School Board

Date

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 #