



Vision:
100% Student Success

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

ADMINISTRATION BUILDING
301 Fourth St. SW
PO Box 2942
Largo, FL 33779-2942
Ph. 727-588-6000

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
Chairperson
Laura Hine

Vice Chairperson
Carol J. Cook

Lisa N. Cane
Caprice Edmond
Eileen M. Long
Stephanie Meyer
Dawn M. Peters

Superintendent
Kevin K. Hendrick

November 8, 2024

James O'Reilly, City Manager
City of Gulfport
2401 - 53rd St. S.
Gulfport, FL 33707

Re: Renewal of Joint-Use-of-Facilities Agreement

Dear Mr. O'Reilly:

In 1989, the School Board of Pinellas County and the City of Gulfport entered into a joint-use-of-facilities agreement, which provides the terms and conditions for the mutual use of our facilities. The agreement as modified in 2006, may be extended for an additional five (5) years under the same terms and conditions with the written agreement and approval of the City of Gulfport 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. I am, therefore, recommending the renewal of this agreement for five years, beginning February 9, 2025, and ending February 8, 2030.

You may confirm the city's intent to renew this agreement by signing and returning this letter to Lutricia "Trish" Johnson, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773. All requests to use school facilities during the year should be directed to Ms. Johnson, 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


James O'Reilly
City Manager

c: Karen Post, Director, Accounting
Dawn Muir, Director, Auditing
Justin Shea, City Manager, City of Gulfport

Approved as to Form


School Board Attorney



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SCHOOL BOARD OF
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Vice Chairperson
Eileen M. Long

Lisa N. Cane
Nicola M. Carr, Ph.D.
Bill Dudley
Rene Flowers
Joanne Lentino

Superintendent
Michael A. Grego, Ed.D.

January 29, 2020

James O'Reilly, City Manager
City of Gulfport
2401 - 53rd St. S.
Gulfport, FL 33707

Re: Renewal of Joint-Use-of-Facilities Agreement

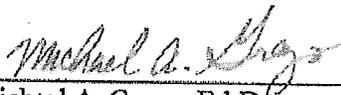
Dear Mr. O'Reilly:

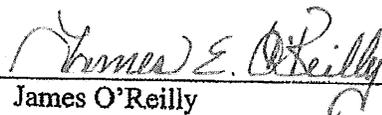
In 1989 the School Board of Pinellas County and the City of Gulfport entered into a joint-use-of-facilities agreement, which provides the terms and conditions for the mutual use of our facilities. The agreement, as modified in 2006, may be extended for an additional 5 year period under the same terms and conditions with the written agreement and approval of the City of Gulfport 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. I am, therefore, recommending the renewal of this agreement for a period of five years, beginning February 9, 2020 and ending February 8, 2025.

I look forward to working with you and your staff during the coming year. You may confirm the city's intent to renew this agreement by signing and returning this letter to Charlene Beyer, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773. All requests to use school facilities during the year should be directed to Charlene, who manages joint-use-of-facility agreements for the school district.

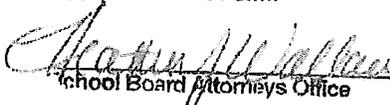
Sincerely,


Michael A. Grego, Ed.D.
Superintendent


James O'Reilly
City Manager

cc: Charlene Beyer, Real Estate Department
Clint Herbie, Assoc. Superintendent, Operational Services
Director, Accounting
Director, Auditing

Approved As To Form:

 1/31/2020
School Board Attorneys Office

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.



Vision:
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February 10, 2016

Jim O'Reilly, City Manager
City of Gulfport
2401 - 53rd St. S.
Gulfport, FL 33707

Re: Renewal of Joint-Use-of-Facilities Agreement

Dear Mr. O'Reilly:

In 1989 the School Board of Pinellas County and the City of Gulfport entered into a joint-use-of-facilities agreement, which provides the terms and conditions for the mutual use of our facilities. The agreement, as modified in 2006, may be extended for an additional 5 year period under the same terms and conditions with the written agreement and approval of the City of Gulfport 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. I am, therefore, recommending the renewal of this agreement for a period of five years, beginning February 9, 2016 and ending February 8, 2021.

I look forward to working with you and your staff during the coming year. You may confirm the city's intent to renew this agreement by signing and returning this letter to Charlene Beyer, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773. All requests to use school facilities during the year should be directed to Charlene, who manages joint-use-of-facility agreements for the school district.

Sincerely,

Michael A. Grego, Ed.D.
Superintendent

Jim O'Reilly, City Manager

cc: Charlene Beyer, Real Estate Department
Clint Herbic, Assoc. Superintendent, Operational Services
Cathy Davidson, Director, Accounting
Director, Auditing

ADMINISTRATION BUILDING

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P.O. Box 2942
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Ph: (727) 588-6000

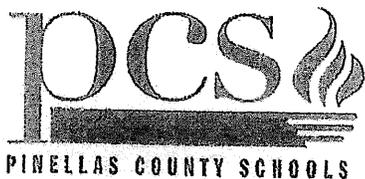
**SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

Chairperson
Peggy L. O'Shea

Vice Chairperson
Terry Krassner

Janet R. Clark
Carol J. Cook
Rene Flowers
Linda S. Lerner
Dr. Ken Peluso

Superintendent
Michael A. Grego, Ed.D.



WALTER POWNALL SERVICE CENTER
11111 S Belcher Road
Largo, FL 33773
877-541-3526

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
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Carol J. Cook

Vice Chairperson
Robin L. White

Sam F. Clark
Terry Krassner
Linda S. Lerner
Peggy L. O'Shea
Lew Williams

Superintendent
Julie M. Janssen, Ed.D.

February 10, 2011

Jim O'Reilly, City Manager
City of Gulfport
2401 - 53rd St. S.
Gulfport, FL 33707

Re: Renewal of Joint-Use-of-Facilities Agreement

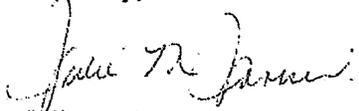
Dear Mr. O'Reilly:

In 1989 the School Board of Pinellas County and the City of Gulfport entered into a joint-use-of-facilities agreement, which provides the terms and conditions for the mutual use of our facilities. The agreement, as modified in 2006, may be extended for an additional 5 year period under the same terms and conditions with the written agreement and approval of the City of Gulfport 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. I am, therefore, recommending the renewal of this agreement for a period of five years, beginning February 9, 2011 and ending February 8, 2016.

I look forward to working with you and your staff during the coming year. You may confirm the city's intent to renew this agreement by signing and returning this letter to Debbie Forster, Real Estate and Concurrency Services, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773. All requests to use school facilities during the year should be directed to Debbie, who manages joint-use-of-facility agreements for the school district.

Sincerely,


Julie M. Janssen, Ed.D.
Superintendent


Jim O'Reilly, City Manager

cc: Debbie Forster, Real Estate and Concurrency Services
Michael Bessette, Assoc Superintendent, Facilities & Operations
Cathy Davidson, Director, Accounting
Patricia Riggs, Director, Auditing

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("FIRST AMENDMENT"), is made and entered into this 30 day of August, 2012, by and between the CITY OF GULFPORT, FLORIDA, a municipal corporation ("CITY"), and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida ("BOARD"), and provides as follows:

WHEREAS, the CITY and BOARD approved an agreement dated February 9, 2006, to allow the reciprocal use of facilities owned by the parties under certain conditions ("Agreement"); and

WHEREAS, the Agreement expired on February 8, 2011; and

WHEREAS, the parties' administrative staffs have continued to operate in good faith under the terms and conditions of the Agreement since February 8, 2011, to the present; and

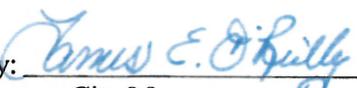
WHEREAS, the CITY and BOARD desire to extend the term of the Agreement for a period of five years and ratify their actions since the expiration of the Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt of which is hereby expressly acknowledged, the CITY and BOARD hereby agree as follows:

1. The term of the Agreement is extended for a five (5) year period, such that the Agreement shall now be effective retroactive to February 9, 2011, and expire on February 8, 2016.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

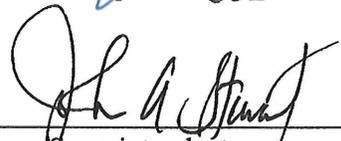
IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT the day and year first written above.

CITY OF GULFPORT, FLORIDA

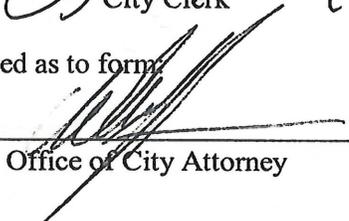
By: 
City Manager

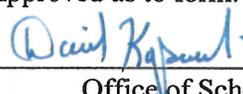
**SCHOOL BOARD OF PINELLAS COUNTY,
FLORIDA**

By: 
Chairperson **JUL 24 2012**

ATTEST: 
Superintendent

ATTEST: 
City Clerk

Approved as to form:

Office of City Attorney

Approved as to form:

Office of School Board Attorney

JOINT-USE-OF-FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of February, 2006 by and between the **CITY OF GULFPORT, 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 under certain conditions and provisions.

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 February 9, 2006, and ending February 8, 2011. 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 Board 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 Property Management 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. Board facilities used by the City as polling places will be opened at 6:00 a.m. The City will contact the Board's Schools Police Department to determine if the Board facility is suitable and available prior to informing the public that the Board facility will be used as a polling place.

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 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. **Hold Harmless.** Subject to the Florida Statutory limits on the waiver of sovereign immunity, the parties agree that each will save the other harmless on account of the negligent acts of its employees, servants or agents or on account of any unsafe condition that may exist as a result of the negligent operation by the parties of the Facilities. The Board and the City agree that each will be responsible for the safety of their own invitees, licensees or participants in their respective programs in case of accidental injury, except as noted above. The Board and the City agree to provide each other, if requested, proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

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 days from receipt of said notice, then this Agreement will terminate ten 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 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:

CITY OF GULFPORT, FLORIDA

Rainie M. Spence
City Clerk

By: Thomas E. Bush
Mayor
CITY MANAGER

Approved as to form and content:
[Signature]
City Attorney (Designee)

ATTEST:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Clayton M. Wilcox
Secretary

By: Carol Cook
Chairman
JAN 24 2006

Approved as to form and content:
James Thomas
School Board Attorney