

JOINT USE AGREEMENT

This Agreement, made and entered into this 11th day of May, 2021 by and between the **City of Madeira Beach, 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 educational or recreation programs or other Board-related uses; and

WHEREAS, the City may request to use Madeira Beach Fundamental K-8 School or other Board-owned facilities, each Board-owned facility hereinafter referred to as “**School,**” 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 June 10, 2021, and ending June 9, 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 City Manager.

2. **Scheduling Uses.** Board or City facilities may be scheduled with the joint approval of the Superintendent of Schools and City Manager, or their respective designees. 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. Outside 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, defined as uses not exceeding ten (10) days per year, 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, defined as uses exceeding ten (10) days per year, may require payment of direct costs, such as room rates, utility and personnel. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by both parties.

3. **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.

4. **Facilities Owned by City.** 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. **Payment for 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 the City will only invoice each other when said direct costs exceed Fifty (\$50) Dollars. During vacations, holidays, staff-development or in-service days, and times when the facility owner normally has no staff on duty, the facility owner may need to provide facility-owner staff during the period of use of the facility by the other party. The personnel costs, 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. Outside Board facilities may be used by the City for Approved

Special Events; if prior to the scheduled use all conditions of use and donations to the Schools are mutually agreed to by the Board, School administrators, and the City, or their respective designees.

6. **Return Condition of Facility.** The party using the facility agrees to return the play 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 subject premises by private parties or organizations or by business enterprises for profit is prohibited, unless specifically approved by the Superintendent of Schools and City Manager, or their respective designees. The Board and the City 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 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.

9. **Assignment, Inspection and Termination.** The Board and the City will not assign this Agreement or sublet the premises 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 the subject 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 days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;
- b) Either party may terminate this Agreement 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.

12. **Additional Facilities.** Additional Board or City facilities not specifically enumerated herein may be used at appropriate times and places with written approval of the Superintendent of Schools and City Manager or their respective designees.

13. **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, questions will be settled in writing between the Superintendent and the City Manager or their respective designees for resolution of such questions concerning this Agreement.

14. **Notices.**

For the Board:

Charlene Beyer, Real Estate Department
11111 S. Belcher Road
Largo, FL 33773.

For the City:

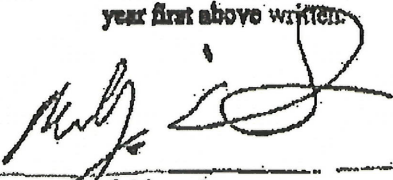
Jay Hatch, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708.

15. **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.

16. **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

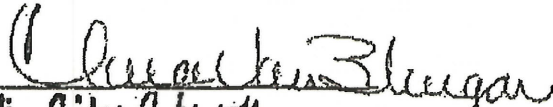
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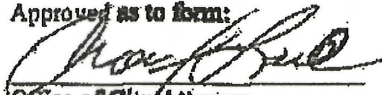
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and
year first above written:



City Manager

CITY OF MADEIRA BEACH


Attest: City Clerk

Approved as to form:


Office of City Attorney

**THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA**

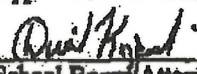
By: 

Chairman

Attest: 

Secretary

6/8/2021

Approved as to form:


School Board 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 #