

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 11<sup>th</sup> day of May, 2021 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as "Board", and **THE CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation hereinafter referred to as "City".

### **WITNESSETH:**

**WHEREAS**, the Board owns certain real property in the City of Madeira Beach as legally described in Exhibit "A", currently used by the City as Madeira Beach Bicentennial Park, hereinafter referred to as the "Park"; and

**WHEREAS**, the City desires to continue to use the Park and will maintain the Park, and Park facilities, in a safe, clean and sanitary condition; and

**WHEREAS**, the Board has permitted access to the Park via Madeira Beach Fundamental School roadways, as permitted by the Superintendent of Schools; 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, receipt of which is hereby acknowledged, the parties agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The term of this Agreement will be for a period of five (5) years beginning on June 10, 2021, and ending on 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.

**Use of Real Property:** City will not use or permit the real property to be used for any purpose other than as a public park. City will not use or permit any usage which results in a material alteration of the Park or improvements without the written consent of Board. City will not perform any act that may be prohibited under standard form of liability or fire insurance policies, nor use the Park for any such purposes prohibited therein. In addition, no use will be made that will result in: (1) waste on the real property, except as described in paragraph 3-A. below; (2) damage to the real property; (3) a public or private nuisance; or (4) any other act that may disturb the quiet enjoyment of others.

3-A. The City may permit or maintain a 12'x12' Pinellas County recycled yard waste mulch site to be located on the Park premises.

3. The City will comply with all governmental regulations and statutes affecting the Park either now or in the future.

4. The Board will be permitted access to the Park at any time during the term of this lease for the Board's educational and recreational programs.

5. The City may not advertise or publicly imply the use of the park in any manner not specifically stated in this Agreement or without prior authorization from the Administrative Heads of the School Board. Uses of the Park, not herein provided, may be permitted with the written approval of the Superintendent of Schools and the City Manager, or their specific designees.

6. **Utilities:** No utilities are provided by the Board on the Park.

7. **Modification of Real Property:** The City will not change or modify the real property without written consent of the Board.

8. **Insurance/Indemnity:** Subject to the Florida statutory limits on the waiver of sovereign immunity, the parties agree that each will be responsible for the negligent acts of their 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 subject facilities. Each party agrees to be responsible for the safety of its own employees, invitees, licensees or participants in its respective programs in case of accidental injury, except as noted above. The City agrees to list the Board as an additional insured, with respect to the City's use of Board Property.

10. **Assignment:** The City will not assign any rights or duties under this lease or sublet the Park or any part thereof without the prior written consent of the Board.

11. **Termination:** The 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 without cause 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.

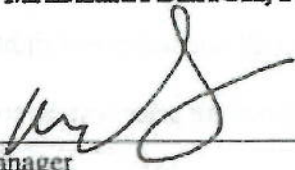
12. **Unforeseen Questions:** The Board and the City agree that in the event of unforeseen questions arising out of the use of the Park by the parties, said questions will be settled in writing between the Superintendent of Schools and the City Manager, or their specific designees.

13. **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 set their hands and the day and date set forth above.

**CITY**

**CITY OF MADEIRA BEACH, FLORIDA**

By:   
City Manager

Attest:

  
Clara M. Sturgeon

**BOARD**

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

By:   
Chairperson

Attest:

  
Superintendent

6/8/2021

Approved as to form:

  
School Board Attorney

EXHIBIT "A"

From the center of Section 3, Township 31 south, Range 15 East, run North 00 34'24" East 139.34 feet to the centerline of State Road 699; thence South 41 58'57" West along said centerline 1,399.97 feet; thence South 48 01'03" East 50 feet to the Southeasterly line of said State Road 699; thence South 41 58'57" West along the Southeasterly line of State Road 699 776.24 feet; thence South 43 51'40" West along said Southeasterly line of State Road 699 844± feet to 'a Point of Beginning said Point being' the most Westerly corner of an existing reinforced concrete slab sea wall which is the present limits of the athletic field for the Madeira Beach Junior High School; thence continue South 43 51'40" West 350 ± feet to the most Westerly corner of a tract of land conveyed to the Board of Public Instruction of Pinellas County by the Department of Health, Education & Welfare by quit-claim deed registered in the Public Records of Pinellas County in Deed Book 1,635, page 611; thence South 46 05' 35" East 353.66 feet to the most Southerly corner of the above said tract; thence North 56 09'40" East 358 ± feet to the most Southerly corner of the aforesaid existing reinforced concrete slab sea wall; thence Northwesterly along the face of the said existing concrete slab sea wall 430 ± feet to the Point of Beginning.