

LICENSE AGREEMENT BETWEEN
ST. PETERSBURG COLLEGE AND CITY OF CLEARWATER

THIS AGREEMENT is entered into by and between the Board of Trustees of St. Petersburg College ("COLLEGE"), a political subdivision whose mailing address is Post Office Box 13489, St. Petersburg, FL, 33733-3489, and the City of Clearwater ("CITY"), a Florida Municipality whose mailing address is Post Office Box 4748, Clearwater, FL, 33758-4748, collectively referred to as the "PARTIES."

WHEREAS, the COLLEGE previously owned the Joe DiMaggio Sports Complex and transferred ownership to the CITY in consideration for perpetual use of the complex by the COLLEGE's baseball team and, WHEREAS, the COLLEGE's softball team uses the Eddie C. Moore Complex for practices and competitions; and

WHEREAS, the COLLEGE desires a new space for its baseball and softball teams to practice and compete; and

WHEREAS, the CITY owns Jack Russell Memorial Stadium, located at 800 Phillies Dr, Clearwater, FL 33755 ("STADIUM") and the Eddie C. Moore Softball Complex located at 3050, 2994, 2780 Drew Street, Clearwater, FL 33755. Collectively, "Fields"; and

WHEREAS, the STADIUM requires certain renovations and updates; and

WHEREAS, the COLLEGE desires to make certain renovations and updates to the STADIUM in consideration for use of the STADIUM by the COLLEGE'S baseball team.

NOW THEREFORE, in consideration of the mutual covenants and understandings contained herein, the parties agree as follows:

1. PRIORITY OF USE: The CITY hereby grants the COLLEGE a license to use the Jack Russell Memorial Stadium for baseball games and practices during its seasons. The COLLEGE shall have the first priority for use of the STADIUM after maintenance but shall provide the CITY with a schedule of both practices and games. The COLLEGE shall work in good faith to coordinate practice and game times with the Clearwater High School baseball team and the CITY'S out-of-market sports tourism initiatives.

The CITY hereby also grants the COLLEGE a license to use the Eddie C. Moore Softball Complex for softball games and practices during its seasons. The COLLEGE shall have the first priority for the use of the field after maintenance but shall provide the CITY with a schedule of both practices and games, and the COLLEGE shall work in good faith with the City's out-of-market sports tourism initiatives.

2. AREAS OF USE: This license permits the COLLEGE to use the following spaces:

Jack Russell Memorial Stadium:

- Main field and spectator viewing areas
- Batting cages
- Turf practice field
- Locker room / bottom floor facility
- Public restrooms
- Storage shed along right field line

Eddie C. Moore Complex

- Field
- Batting cages
- Bullpen
- Press box

3. THE COLLEGE SEASONS: For baseball and softball, the following are considered to be the operating season: Spring (mid-January thru the last day of May) and Fall (mid-August thru the last day of September).
4. TERM: This Agreement shall commence on the date that the last party signs and shall continue for three (3) years unless terminated by either party for a material breach of this agreement. Thereafter the agreement shall automatically renew for an additional one (1) year term unless either party provides the other party with written notice of its intent to terminate at least 90 days prior to the automatic renewal.
5. DIRECT CHARGES: The COLLEGE is responsible to reimburse the CITY for all direct charges associated with their facility usage. This would include field lighting utility charges, as well as staff and field maintenance outside of the CITY'S customary hours of operation.
6. IMPROVEMENTS: The COLLEGE shall not construct any improvements on or otherwise alter, change or improve any part of the STADIUM without the prior written consent of the Director of Parks and Recreation, upon such terms and conditions as he or she may reasonably deem necessary. Request by the COLLEGE to construct any such improvements on or otherwise alter, change or improve any part of the STADIUM shall be presented to the Director of Parks and Recreation in written form and he shall get them within a reasonable prompt time. If the Parks and Recreation Department Director gives his consent to the COLLEGE, the consent shall be deemed conditional upon the COLLEGE

acquiring any necessary permit to do so from applicable governmental agencies, furnishing a copy thereof to the Director of Parks and Recreation prior to commencement of the work and complying with all conditions of said permit in a prompt and expeditious manner.

7. JOE DIMAGGIO SPORTS COMPLEX: This license for COLLEGE to use STADIUM replaces and hereby terminates the use previously granted for COLLEGE at the Joe DiMaggio Sports Complex, as set forth in paragraph 5 of the agreement executed by the parties in July, 2000 (Exhibit A).
8. LIABILITY AND HOLD HARMLESS: Each party shall be responsible for its own negligence.
9. INSURANCE: The COLLEGE, through the Florida College Risk Management Consortium (FCSRMC), shall obtain and maintain occurrence-type liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering the students and any faculty members for instructions/supervision of students only. The COLLEGE shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for COLLEGE representatives. The COLLEGE will notify CITY at least thirty (30) days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to the CITY, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding, the applicable portions of the Florida Statutes 768.28 shall apply and the COLLEGE's monetary liability shall be limited accordingly. Any hold harmless or waiver may not be construed as a waiver of sovereign immunity under law.

10. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the state of Florida.
11. REPAIRS AND IMPROVEMENTS: The CITY shall be responsible for all repairs and maintenance to the STADIUM except the following
 - a. COLLEGE shall use its own personnel and equipment and bear the cost to add carpet and paint the locker room area.
 - b. COLLEGE shall bear the cost of this installation and be responsible for pulling appropriate permits for the installation. Approval of any plans for installation must be granted by CITY prior to any such installation.

COLLEGE shall not be required to make repairs or improvements in excess of a total cost of \$30,000. Additionally, the repairs and improvements described above may be completed in phases.

12. UTILITIES: Provision and payment for utilities shall be the responsibility of the CITY, unless billed to the COLLEGE as direct charges pursuant to Section 5 of the AGREEMENT.
13. MAINTENANCE: General maintenance and upkeep of the STADIUM shall be the responsibility of the CITY. However, the COLLEGE shall be responsible for the cleanliness and upkeep of the locker room areas, and also to return the common areas that they use as part of this agreement to the condition they received them at the beginning of each use.
14. SECURITY: Security of the STADIUM shall be the responsibility of the CITY. However, should additional security be necessary on specific occasions for specific events, the provision of additional security shall be the responsibility of the COLLEGE.
15. NO PAYMENTS. Except as provided in this Agreement, no payments will be made between the parties in connection with this Agreement.
16. NO PARTNERSHIP: The Parties hereby acknowledge that they are independent contractors, and neither the COLLEGE nor any of its agents, representatives, program participants, or employees shall be considered agents, representatives, or employees of the CITY. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. The COLLEGE shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No program participant, COLLEGE employee, or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
17. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, pregnancy, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in either the selection of participating students, employment of staff, or as to any aspect of the program.

18. USE OF NAME OR LOGO. The parties will not, and will cause to use names, logos or marks associated with the other party without the express written consent of the other party. Notwithstanding, the COLLEGE shall have the right to utilize the electronic scoreboard, signage, or banners as necessary to promote attendance at its games and to advertise STADIUM as its team home field.
19. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
20. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
21. NO WAIVER. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.
22. NOTICES. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to CITY:

If to COLLEGE: St. Petersburg College
P.O. Box 13489
St. Petersburg, FL 33733

Attention: Athletic Director
Copy to: Office of the General Counsel

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

23. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject

matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

CITY OF CLEARWATER

By: _____

Date: _____

**THE BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE**

By: Tonjua Williams
Tonjua Williams, Senior Vice President
Student Services

Date: 1/10/17

APPROVED

AS TO FORM AND CONTENT

SLW
GENERAL COUNSEL

Approved by: TW

On: 1/9/17

Signature Page
License Agreement between
St. Petersburg College and City of Clearwater

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Matthew M. Smith
Assistant City Attorney

Rosemarie Call
City Clerk