

**FIRST AMENDMENT TO
RECIPROCAL USE AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____
2018, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida
having its principal place of business at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE CITY OF SUNRISE, FLORIDA
(hereinafter referred to as "City")
a municipal corporation of the State of Florida
whose address is
10770 West Oakland Park Boulevard, Sunrise, Florida 33351

WHEREAS, SBBC and CITY entered into a Reciprocal Use Agreement ("Agreement") commencing on May 27, 2017; and

WHEREAS, cities and schools may share resources to support each other's goals and objectives; and

WHEREAS, SBBC and City desire to amend the Agreement allowing the City to utilize up to a total of ten (10) schools (specific schools to be determined by the City in writing to the SBBC, by no later than March 1, 2019) in the City of Sunrise solely for its 2019 City Summer Camp Program, and 2019 City Summer Basketball Program at no cost in exchange for the City allowing SBBC to extend their use of the New River Circle site at no additional cost to SBBC through a separate written agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provision.** The parties hereby agree to the following amended provision to the Agreement:

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

2.05 **Accessibility to City/SBBC Licensed Facilities and Fees for the Facilities.**

(a) 2.05 Accessibility to City/SBBC Licensed Facilities and Fees for the Facilities.

Except as specifically stated in section 2.05 (b), below, City/SBBC agrees to waive any and all rental and energy fees (excluding during use for summer programs). The using party will reimburse the providing party for any reimbursable costs that the providing party incurs only as a result of the using party's use of the providing party's Licensed Facilities. These reimbursable costs shall be limited to custodial costs to address the operational impact of the event, energy assessment costs only during use for summer programs and personnel costs for providing access to the Licensed Facility during non-operational hours. No personnel costs will be assessed for providing access to the facility during non-operational hours when an authorized employee of the providing party volunteers to provide such access. The providing party's employee and/or employee volunteers may not remain at the providing party's Licensed Facilities after providing access to the Licensed Facility during non-operational hours. In such cases when a using party is permitted unsupervised use of the providing party's Licensed Facilities, the using party will ensure that the using party's employee is present during the event to provide appropriate supervision of all activities and that such using party's employee remains on-site until relieved by an authorized providing party's employee and/or employee volunteer. The using party will clean up after every use and will return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the using party. However, if the using party does not clean up after every use, then custodial costs will apply. If the providing party provides custodial services, the custodial fee for the using party will be \$176.00 for a four (4) hour daily minimum, and \$44.00 each additional hour. If City requires additional SBBC personnel are needed for a City event. the cost will be \$44.00 per hour. Energy costs will only be assessed for City's use of SBBC Licensed Facilities for their summer programs with each energy bill charged to the City being reduced by twenty percent (20%). Therefore, the City shall only pay eighty percent (80%) of the total assessed energy bill at twenty-four dollars per hour (\$24.00). The City will be responsible for consumable items costs for the City events with thirty-one (31) or more people attending a function. For 31-100 people expected at a function City will pay \$5.00 per day; for 101-200 people expected at a function \$10.00 per day; and \$5.00 additional per day for each additional 100 people expected, or part thereafter. Fees reflected herein may change due to cost escalation (as cited on the fee schedule in SBBC Policy 1341 as of the effective date of this Agreement and both parties will refer to SBBC Policy 1341 for fee increases) during the term of this Agreement. If such happens the SBBC will communicate in writing such fee increases in a timely manner and such fees will become the effective fees and will be charged. The providing party will ensure the using party is provided with information regarding 24-hour emergency notification and access protocol at the time of the authorization of unsupervised access to providing party's Licensed Facilities to ensure the appropriate emergency procedures and agreed upon special terms and conditions are followed. All costs that are the responsibility of the using party shall be paid within 30 days of receipt of an invoice from providing party. There will be no cost charged to the City by SBBC for training programs conducted by the Sunrise Police and/or Fire-Rescue Departments when such training is designed to enhance the City's response to incidents at SBBC's schools and facilitates. As cited above, if the City does not clean up after every use and return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the Sunrise Police and/or Fire-Rescue Departments, then custodial costs will apply.

(b) SBBC agrees to waive any and all rental, custodial, consumable, and energy fees to the City, solely for the time period commencing on June 7, 2019 and concluding on August 9,

2019, specifically for the City's use of up to ten (10) schools (specific schools to be determined by the City in writing to the SBBC, by no later than March 1, 2019) listed on **Exhibit B** of Agreement for its 2019 City Summer Camp Program and 2019 City Summer Basketball Program. The City may utilize up to a total of ten (10) schools for its 2019 City Summer Camp Program and 2019 City Summer Basketball Program for seven consecutive weeks, Monday thru Friday from 7:00 am to 9:30 pm and Saturday from 9:00 am to 5:00 pm (the seven week periods for the two programs may be different).

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement; then
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Nora Rupert, Chair

Date: _____

Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY

ATTEST:

THE CITY OF SUNRISE, FLORIDA, a municipal corporation of the State of Florida

City Clerk

By: _____
Richard Salamon, City Manager

Date: _____

Endorsed as to Form & Legality for the Use and Reliance of the City of Sunrise, Florida, only.

Kimberly A. Kisslan, City Attorney