

## EXECUTIVE SUMMARY

### **Reciprocal Use Agreement between The School Board of Broward County, Florida and the City of Pembroke Pines**

The City of Pembroke Pines (City) had a Partnership Agreement with The School Board of Broward County, Florida (SBBC) for many years which was later converted to a Reciprocal Use Agreement (RUA).

This RUA provides a mechanism for the City and the SBBC to use each other's facilities at no cost when the facilities are available. However, charges may be levied if additional costs, such as custodial, utility and personnel costs are incurred as a result of the use of the facilities during non-operational hours. Approvals for use of the school facilities have been delegated to the Superintendent or designee for the SBBC; and for the City's facilities, the Director of Parks and Recreation or designee.

However, solutions (or highlights in the Agreement) to issues raised by certain municipalities over the years are contained in the RUA and include the following:

1. No personnel costs will be assessed by the SBBC for providing access to its facilities during non-operational hours when an authorized SBBC employee volunteers to provide such access. Authorized SBBC employee volunteers will be determined by each school's principal.
2. Each energy bill charged to a municipality as a result of its use of a SBBC licensed facility shall be reduced by twenty percent (20%); therefore, the municipality will only be responsible to pay eighty percent (80%) of the total assessed energy bill.
3. An appeal process to address denial of use of each party's facilities via revisions to the "Notice of Facility Use" Form.

As a component of due diligence towards renewal of the RUA, the Facility Planning and Real Estate (FP&RE) Department contacted the school principals or designees of all schools listed as eligible for use in the RUA, to seek their feedback on the renewal of the RUA; and none of the school principals or designees objected to the renewal.

Additionally, in recent past, the FP&RE Department has been working diligently, and has held several meetings that included the school principal, Walter C. Young Middle School and selected school staff(s), and City representatives which at times included the City Manager and the City's Director of Parks and Recreation or designee, to address/further clarify lingering issues contained in the Interlocal and Lease Agreement (Agreement) between the SBBC and City, which governs both parties use of Walter C. Young Middle School. Due to having the Agreement with the City, Walter C. Young Middle School is not listed in Exhibit B of the RUA as a school facility that can be utilized specifically under the provisions of the RUA. Rather, the joint use of Walter C. Young Middle School is spelled out in the Agreement.

The goal of this venture is to utilize a First Amendment (Amendment) to the Interlocal and Lease Agreement, to specifically clarify issues regarding the management and maintenance of the joint use of the School facility and other related issues. Towards this end and upon conclusions reached at one of the meetings, the FP&RE Department provided to the City for review, with a draft of the Amendment, which contained proposed revisions that attendees at the meeting had agreed upon.

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The Amendment was provided to the City last year; and since then, the FP&RE Department has consistently followed up with the City to seek its feedback. However, the City's responses continued to be that it is still reviewing the draft Amendment. The Department recently contacted the City again to seek its feedback and received the same response.

Also, pertinent staff from several Broward County Public Schools (BCPS) have been meeting with several Broward County (County) staff, to address/resolve an issue that arose when BCPS declared an emergency and closed its schools due to the COVID-19 pandemic. The issue pertained to responsibilities contained in the agreement between the SBBC and the Broward County Commission, which was entered into in 1992 by both parties, for the construction and use of the library that is located on land owned by the City of Pembroke Pines. Specifically, the library is jointly used by Walter C. Young Middle School for as its media center and is considered a public library that is operated by the County.

Provisions contained in the agreement requires the SBBC to amongst other specific responsibilities, provide janitorial services and maintenance of the library. However, due to the declared COVID-19 emergency and subsequent closure of schools, which included Walter C. Young Middle School, the subsequent declaration by the County that the library was not an essential service, and thus, closed the library to the public (but left a skeleton staff crew in place), staff assigned from Walter C. Young Middle School to provide said janitorial services ceased providing the service. As a result, the County hired an outside janitorial company to provide janitorial services to the library. Due to this sequence of unforeseen events, the County notified BCPS staff that as a result of the stoppage in providing janitorial services to the library, the SBBC violated its contractual obligations called for in the agreement, because the agreement did not provide SBBC with an out of not performing the stated specific obligation.

In meetings to amicably address/resolve this issue, it became clear that language/certain provisions in the agreement will need to be cleaned up to provide clarity, and at the same time would also need the incorporation of new provisions (i.e. Force Majeure) into the agreement.

Meetings and efforts by both BCPS and County staffs are ongoing to address matters stated herein; and at an appropriate time, an amendment to the agreement would be scheduled for the SBBC and the Broward County Commission's formal consideration.