

EXECUTIVE SUMMARY

Reciprocal Use Agreement between the School Board of Broward County, Florida and the City of Oakland Park

The City of Oakland Park 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 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 Recreation and Cultural Arts or designee.

However, solutions (or highlights in the Agreement) to issues raised by certain municipalities a few years ago 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.

It should be noted that District staff worked diligently to schedule the RUA for SBBC formal action in a timely fashion; however, the City's review process took longer than anticipated, and District staff recently received the City's feedback on the RUA. Furthermore, the COVID-19 crisis has presented additional challenges in receiving timely feedback from outside parties.

As stated herein, the City expressed its desire for this RUA to continue; hence the scheduling of this RUA for formal School Board action. Also, it should be noted that agreements such as this RUA are continually scheduled for School Board formal action to ensure their renewal prior to their expiration date as desired by the outside party. Please be aware that even if the RUA is renewed and becomes effective, the City will still not be given access to utilize the pertinent facilities due to the COVID-19 pandemic. This position is consistent with correspondence dated March 13, 2020, that was transmitted to all lessees (including municipalities) of School Board facilities which stated as follows: ***"However, in order to mitigate the effects of the outbreak of the COVID-19, the Superintendent of Schools, Robert Runcie, has declared effective March 23, 2020, no Lessees shall be permitted to access facilities they currently lease from the SBBC until further notice"***, which is still in effect.