

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 1/25/11	Open Agenda Yes ☒ No Time Certain Request Yes ☒ No	Agenda Item Number J-12
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TITLE:

Reciprocal Use Agreement between the City of Dania Beach
and The School Board of Broward County, Florida

REQUESTED ACTION:

Approve the Reciprocal Use Agreement between the City of Dania Beach and The School Board of Broward County, Florida.

SUMMARY EXPLANATION AND BACKGROUND:

This agreement will allow the City to use School Board facilities and allow the various schools within the City to use City facilities. Without this Agreement, each party would be required to provide proof of insurance and indemnification on a case-by-case basis. This Agreement provides these items and eliminates the need for this continuing repetitive documentation. The City will also be able to utilize school facilities for summer programs and other activities on non-school days.

The term of the Agreement is for five years at no cost to the School Board.

This Agreement has been reviewed and approved as to form and legal content by the School Board Attorney.

SCHOOL BOARD GOALS:

- ☐ • Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
- ☐ • Goal Two: Improve the health and wellness of students and personnel.
- ☐ • Goal Three: Provide a safe and secure physical and technological environment for all students and employees.
- ☐ • Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
- ☐ • Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
- ☒ • Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
- ☐ • Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

FINANCIAL IMPACT:

There is no financial impact to the School District; therefore this item does not require a collaboration form from the Capital Budget Department.

EXHIBITS: (List)

1. Reciprocal Use Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Chris O. Akagbosu  (754) 321-2162

Name

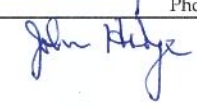
Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Thomas E. Lindner, Acting Deputy Superintendent

Facilities & Construction Management Division

Approved in Open Board Meeting on:


JAN 25 2011

By:

Revised July 2008

JFN/TEL/CA/NM/dburrell



School Board Chair

RECIPROCAL USE AGREEMENT
BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS AGREEMENT, made and entered into this 25th day of January
2011, by and between:

THE CITY OF DANIA BEACH, FLORIDA,
(hereinafter referred to as "CITY")
a municipal corporation of the State of Florida
100 West Dania Beach Boulevard, Dania Beach, Florida 33004

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC")
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

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

WHEREAS, this collaboration provides the opportunity to develop a seamless, communication infrastructure between CITY officials, CITY staff and their counterparts in the school district; and

WHEREAS, CITY, as part of its recreation program wishes to provide additional outdoor playground recreation facilities for its citizens; and

WHEREAS, SBBC, as the controlling body of the public schools of Broward County, Florida owns, operates and maintains various facilities throughout the county, including elementary, middle and high schools, vocational sites, training facilities and equipment in the City of Dania Beach suitable for use by CITY in its municipal programs; and

WHEREAS, SBBC wishes to provide additional facilities for its programming; and

WHEREAS, CITY owns, operates and maintains numerous facilities suitable for use by SBBC for its educational, and training programs; and

WHEREAS, CITY staff and SBBC have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and

WHEREAS, CITY and SBBC believe that a formal agreement providing reciprocal use of each other's facilities will be of mutual benefit to all parties;

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

1. **RECITALS**

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

2. **TERM**

The term of this Agreement shall be for a period of five years from December 13, 2010 unless terminated earlier pursuant to Article 10 of this Agreement.

3. **AUTHORIZED USE OF CITY FACILITIES BY SBBC**

3.1 CITY owns and operates a number of facilities located in the City of Dania Beach, Florida, which are suitable for use by the SBBC for its educational and training programs.

3.2 CITY agrees to allow the SBBC use of CITY facilities (hereinafter referred to as "City Licensed Facilities") including, but not limited to those described in Exhibit "A", on such days and at such times as are mutually agreed upon by the City Manager or his/her designee and the Superintendent or his/her designee. The CITY agrees to waive any and all rental fees (excluding any Custodial costs and Energy Assessments costs, when applicable) associated with the SBBC's use of CITY facilities. However, the parties agree there will be no charges for normal and customary operational costs associated with the facility use during the normal hours of operations, unless additional costs will be incurred as a result of the SBBC's use.

3.3 The following procedure shall be followed whenever the SBBC desires to use any City Licensed Facilities:

3.3.1 The SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as Exhibit "C", to the City Manager or his/her designee for use of City Licensed Facilities a minimum of ten (10)

days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the SBBC and any other special terms and conditions pertaining to such usage not in conflict with this Agreement.

- 3.3.2 The City Manager or his/her designee shall determine if the requested use conflicts or interferes with any other usage of the CITY Licensed Facility. If there is no conflict in use and human resources are available, the request will be approved and returned to the SBBC.
- 3.4 Said City Licensed Facilities are to be used by the SBBC solely for educational and training purposes which are an integral part of the Public Education Program of Broward County and for no other purpose whatsoever without the prior written consent of the CITY.
- 3.5 The use of said City Licensed Facilities by the SBBC shall, at all times, be in compliance with the laws of the State of Florida, local laws and CITY Code of Ordinances. The SBBC shall require its instructors, agents, students and invitees to follow all rules and regulations promulgated by CITY.
- 3.6 The CITY shall have the continuing duty to maintain City Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon City Licensed Facilities is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, the CITY becomes aware of any dangerous or unsafe condition in or upon City Licensed Facilities or equipment, CITY shall immediately correct the dangerous condition or prevent the use of City Licensed Facilities or equipment by other persons so as not to endanger the life or safety of persons at the licensed facilities or equipment. If in the course of the SBBC's use and occupancy of City Licensed Facilities or equipment, SBBC becomes aware of any dangerous condition in or upon City Licensed Facilities or equipment, SBBC shall, immediately, notify the CITY'S City Manager or his/her designee of such dangerous or unsafe condition and cease SBBC'S use of City Licensed Facilities or equipment which is unsafe until such time as CITY corrects or remedies the condition. The CITY shall have final determination as to what is deemed "unsafe". If the SBBC does not notify the CITY of such dangerous conditions, and CITY is not otherwise aware nor should it have been aware of same, CITY shall not be liable to SBBC, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the CITY or SBBC, and there shall be no third party beneficiary.
- 3.7 CITY and its officers, agents and employees engaged in the operation maintenance or repair of the City Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of the City Licensed Facilities. CITY shall have the right to observe all operations of SBBC at City Licensed Facilities in regard to ensuring that said facilities are not subjected to

risk of loss. CITY reserves the right to preclude or interrupt any act or use of equipment by SBBC within the reasonable judgment of the City Manager or his/her designee of the affected City Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. CITY shall have the right to inspect any and all parts of City Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

- 3.8 CITY assumes no responsibility whatsoever for any property placed on its premises by SBBC, its agents, employees, representatives, independent contractors or invitees.
- 3.9 SBBC agrees not to bring onto City Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to the City Licensed Facilities or which are likely to constitute a hazard to property thereon. CITY shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the City Licensed Facilities and the right to require their immediate removal from the property.
- 3.10 SBBC shall not construct any improvements upon any of City Licensed Facilities during the term of this Agreement without prior written consent of CITY. Any improvement constructed upon City Licensed Facilities without prior written approval of the CITY shall be removed or relocated by SBBC within ten (10) days of written demand by CITY. SBBC is authorized to place items of movable personal property onto the City Licensed Facilities for use therein without prior written approval of CITY. If SBBC fails to remove items of moveable personal property upon termination of this Agreement, CITY may remove and store said items and SBBC shall reimburse CITY for the costs of relocating and storing the items.
- 3.11 Upon vacation of City Licensed Facilities after each use and occupancy, SBBC shall leave said facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the City Licensed Facilities by SBBC.
- 3.12 CITY shall provide and maintain the parking lot, parking lot lighting, and ingress and egress at all City Licensed Facilities.

4. **AUTHORIZED USE OF SBBC FACILITIES BY CITY**

- 4.1 SBBC owns, operates and maintains various facilities (hereinafter referred to as "School Board Licensed Facilities") throughout the county, including elementary, middle, high and technical schools sites and training facilities located in the City

of Dania Beach that may be suitable for use by residents of the City of Dania Beach and the CITY may desire to place its programs, special functions, training programs, homeowners association and community meetings at these sites.

- 4.2 SBBC agrees to allow CITY use of SBBC facilities (hereinafter referred to as "School Board Licensed Facilities") in the City of Dania Beach, including, but not necessarily limited to those described in Exhibit "B", on such days and at such times as are mutually agreed upon by the Superintendent or his/her designee and the City Manager or his/her designee. The SBBC agrees to waive any and all rental fees (excluding any Custodial costs and Utility costs, when applicable). The CITY's use of School Board Licensed Facilities is governed by Policy 1341, Use of Broward County School Facilities for Non-School Purposes. However, the parties agree there will be no charges for energy and custodial services costs on school days during the normal operational hours when custodial staff is present, unless additional costs will be incurred as a result of the CITY's use. After the normal operational school hours or on non-school days, when custodial staff presence is required, the CITY shall pay utility and custodial costs, and any personnel costs incurred. The current Fee Schedule, as amended periodically by changes to the Consumer Price Index (CPI), will be used to compute charges.
- 4.3 The following procedure shall be followed whenever the CITY desires to use any School Board Licensed Facilities:
 - (a) CITY shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as Exhibit "C" to the Superintendent or his/her designee for use of School Board Licensed Facilities a minimum of ten (10) days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities to be used by the CITY or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement.
 - (b) The Superintendent or his/her designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of the School Board Licensed Facilities by other parties. If there is no conflict in use and human resources are available, the request will be approved and returned to the City.
- 4.4 The use of School Board Licensed Facilities by the CITY shall, at all times be in compliance with the applicable laws of the State of Florida and SBBC policies.
- 4.5 SBBC shall have the continuing duty to maintain School Board Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon School Board Licensed Facilities and equipment is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, SBBC becomes aware of any dangerous or unsafe condition in or upon SBBC licensed

premises or equipment, the SBBC shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of CITY'S use and occupancy of School Board Licensed Facilities or equipment, CITY becomes aware of any dangerous condition in or upon SBBC licensed premises or equipment, CITY shall, as soon as reasonably possible, notify the principal of the School Board Licensed Facilities being utilized, of such dangerous or unsafe condition and cease CITY'S use of the facilities or equipment which are unsafe until such time as SBBC corrects or remedies the condition. The SBBC shall have final determination as to what is deemed "unsafe". If the CITY does not notify the SBBC of such dangerous conditions, and SBBC is not otherwise aware nor should have been aware of same, SBBC shall not be liable to CITY, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the CITY or SBBC, and there shall be no third party beneficiary.

- 4.6 SBBC and its officers, agents and employees engaged in the operation, maintenance or repair of the School Board Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of School Board Licensed Facilities. SBBC shall have the right to observe all operations of CITY at School Board Licensed Facilities in order to ensure that the facilities are not subjected to risk of loss. SBBC reserves the right to preclude or interrupt any act or use of equipment by CITY within the reasonable judgment of the Superintendent or his/her designee of School Board Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. SBBC shall have the right to inspect any and all parts of the School Board Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.
- 4.7 SBBC assumes no responsibility whatsoever for any property placed on the premises by CITY, its agents, employees, representatives, independent contractors or invitees.
- 4.8 SBBC shall provide and maintain the parking lot, parking lot lighting and ingress and egress at all School Board Licensed Facilities.
- 4.9 CITY shall not construct any improvements upon any of School Board Licensed Facilities during the term of this Agreement without the prior written consent of SBBC. Any improvement constructed upon School Board Licensed Facilities without prior written approval of SBBC shall be removed or relocated by CITY within ten (10) days of written demand by SBBC. CITY is authorized to place items of personal property onto the licensed facilities for the use thereon by CITY without prior written approval of SBBC. If CITY fails to remove items of personal property upon termination of this Agreement, SBBC may remove and

store said items and CITY shall reimburse SBBC for the costs of relocating and storing the items.

- 4.10 Upon vacation of School Board Licensed Facilities after each use and occupancy, CITY shall leave School Board Licensed Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the School Board Licensed Facilities by CITY.
- 4.11 CITY agrees not to bring onto School Board Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to the School Board Licensed Facilities or which are likely to constitute a hazard to property thereon. SBBC shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the School Board Licensed Facilities and the right to require their immediate removal from the property.
- 4.12 The principal shall require the use of regular food service workers when fixed kitchen equipment is used for the preparation of food for banquets, etc., and require the organization to pay the cost of the food service worker(s) involved according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. The food service worker shall assist in the preparation serving and clean up, except this section does not apply to School Allied Groups.
- 4.13 **Background Screening.** CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that all of City's personnel who (1) are to be permitted access to district school grounds when students are present, (2) will have direct contact with district school students or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to City's personnel. The Parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from City's failure to comply with the requirements of this Section or Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by

SBBC or CITY of sovereign immunity or of any rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

5. ACCESSIBILITY TO SBBC FACILITIES

- 5.1 The CITY and SBBC agree to continue to work cooperatively to identify additional school athletic fields and educational facilities available for use by the residents of the City of Dania Beach. Use of additional athletic facilities may be covered by a separate agreement.
- 5.2 The CITY may submit a Notice of Facility Use form to the Superintendent of Schools or his/her designee (e.g. school principal) for the use or enjoyment of additional school facilities, outside the City limits, a minimum of ten (10) days in advance of usage.
- 5.3 The Superintendent of Schools or his/her designee (school principal) shall determine if the requested use conflicts or interferes with any other usage of the School Board Licensed Facility and approve or deny the use. In the event of a scheduling conflict, priority will be given to the municipality in which the school is located.
- 5.4 The SBBC agrees to waive any and all rental fees (excluding any Custodial costs and Utility costs, when applicable). The CITY's use of School Board Licensed Facilities is governed by Policy 1341, Use of Broward County School Facilities for Non-School Purposes. However, the parties agree there will be no charges for energy and custodial services costs on school days during the normal operational hours when custodial staff is present, unless additional costs will be incurred as a result of the CITY's use. After the normal operational school hours or on non-school days, when custodial staff presence is required, the CITY shall pay utility and custodial costs, and any personnel costs incurred. The current Fee Schedule, as amended periodically by changes to the Consumer Price Index (CPI), will be used to compute charges.
- 5.5 The cost for additional services, i.e., security, law enforcement, personnel, etc., for events at City Licensed Facilities and School Board Licensed Facilities shall be mutually agreed upon by the parties prior to the scheduled events. Such agreement shall be reduced to writing in the respective Facility Use or Lease Agreement and executed by the parties.

6. DISCRIMINATION

Neither party shall discriminate against any employee or participant in this agreement regardless of age, religion, race, color, creed, sex, handicap, marital status, national origin or sexual orientation.

7. INSURANCE

7.1 Upon execution of this agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage. In the event any insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect.

7.2 Each party shall procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance or the equivalent reserves in its self-insurance program with the following coverages and minimum limits of liability:

- (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation;
- (b) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the parties in the performance of their respective obligations regarding this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury and Property Damage;

- (c) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury and Property Damage.

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Complete Operations Liability;
- 4. Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in Paragraph 8 of the Agreement.

- 7.3 These insurance requirements shall not relieve or limit the liability of either party. Both parties reserve the right to require other insurance coverage that it deems necessary depending upon the risk of loss and exposure to liability.
- 7.4 Violations of the terms of this Paragraph and its subparts shall constitute a breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.
- 7.5 No activities under this Agreement shall commence until the required certificates of insurance have been received and approved by the Risk Managers of each party.

8. **INDEMNIFICATION**

To the extent permitted by law, CITY and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Agreement.

Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement.

Nothing contained herein is intended nor shall be construed to waive either party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

9. **PROTECTION OF PUBLIC SAFETY**

Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

10. **TERMINATION**

Each party to this agreement shall have the unrestricted right to terminate this Agreement, without cause, by furnishing one hundred twenty (120) calendar days advance written notice to the other party.

11. **FORCE MAJEURE**

In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

12. **ASSIGNMENT**

Neither this Agreement, nor any interest herein, may be assigned, transferred, by any party without the prior consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

13. **NOTICE**

Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO CITY: Robert Baldwin, City Manager
 City of Dania Beach, Florida
 100 West Dania Beach Boulevard
 Dania Beach, Florida 33004

WITH A COPY TO: Thomas J. Ansbro, City Attorney
 City of Dania Beach, Florida
 100 West Dania Beach Boulevard
 Dania Beach, Florida 33004

AS TO SBBC: Superintendent of Schools
 The School Board of Broward County, Florida
 600 Southeast 3rd Avenue
 Fort Lauderdale, Florida 33301

WITH COPIES TO: Director, Growth Management
 School Board of Broward County, Florida
 600 Southeast 3rd Avenue
 Fort Lauderdale, Florida 33301

Director, Community Involvement
The School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, Florida 33301

14. **GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida.

15. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

16. **MODIFICATION AND WAIVER**

This Agreement together with Exhibits A, B and C hereto, contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of, any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

17. **LICENSE NOT LEASE**

This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either CITY premises or SBBC'S premises is conferred to the using party under the provisions hereof.

18. **AUTHORITY**

Each person executing this Agreement on behalf of either party, individually warrants that he/she has full legal authority to execute this Agreement on behalf of the party for whom he/she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19. **NO THIRD PARTY BENEFICIARIES**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither party intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

"FOR CITY"

ATTEST:

CITY OF DANIA BEACH, FLORIDA, a
municipal corporation of the State of Florida

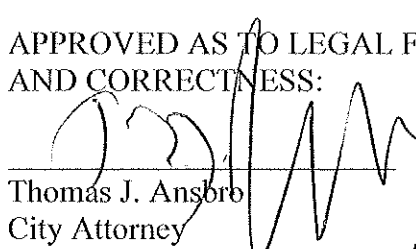


Louise Stilson, CMC
City Clerk


C. K. McElyea, Mayor

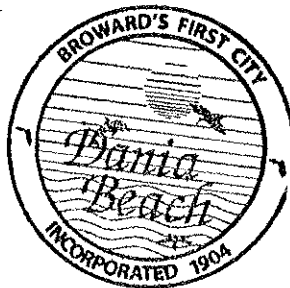
Date: NOVEMBER 9, 2010

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:


Thomas J. Ansbro
City Attorney

APPROVED BY:

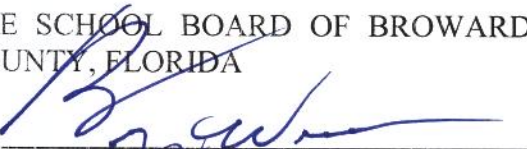

Robert Baldwin
City Manager



"FOR SBBC"

(CORPORATE SEAL)

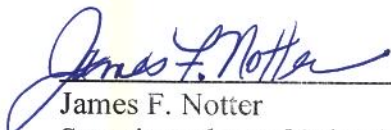
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: 

Benjamin J. Williams, Chair

Date: 11/25/2011

ATTEST:



James F. Notter
Superintendent of Schools

APPROVED AS TO FORM AND
LEGAL CONTENT:



School Board Attorney

EXHIBIT "A"

CITY FACILITIES **

** Other City-Owned Facilities within the corporate limits of the City of Dania Beach, may be added by mutual agreement of the Superintendent of Schools (or his/her designee) and the City Manager (or his/her designee) and without formal amendment of this Agreement,

Frost Park
300 NE 2nd Street
Dania Beach, FL 33004

C. W. Thomas Park
800 NW 2nd Street
Dania Beach, FL 33004

P. J. Meli Park and Community Center
2901 SW 52nd Street
Dania Beach, FL 33004

Chester Byrd Park
1021 SW 2nd Avenue
Dania Beach, FL 33004

Northside/Melaleuca Park
850 NW 10th Street
Dania Beach, FL 33004

Mullikin Park
230 SW 1st Court
Dania Beach, FL 33004

I. T. Parker Community Center
901 NE 3rd Street
Dania Beach, FL 33004

SW Community Center
230 SW 12th Avenue
Dania Beach, FL 33004

Bill Metcalf Sailing Center
5000 Anglers Avenue
Dania Beach, FL 33004

Mildred V. Jones Park
Corner of NW 2nd Street & 14th Way
Dania Beach, FL 33004

Dania Beach Park
100 N. Beach Road
Dania Beach, FL 33004

EXHIBIT "B"

DANIA BEACH SCHOOLS **

** Other School Board-Owned Facilities within the corporate limits of the City of Dania Beach, may be added by mutual agreement of the Superintendent of Schools (or his/her designee) and the City Manager (or his/her designee) and without formal amendment of this Agreement,

Dania Elementary School
300 S.E. 2nd Avenue
Dania Beach, FL 33004

Olsen Middle School
330 S.E. 11th Terrace
Dania Beach, FL 33004

EXHIBIT "C"

NOTICE OF FACILITY USE

City of Dania Beach, Florida / The School SBBC of Broward County, Florida (SBBC)

Date _____

Location _____

Type of Activity _____

Facility	Dates	Times
_____	_____	_____
_____	_____	_____

Charges (if applicable)

Service/Item	Amount
_____	_____
_____	_____

Contact Person (City) _____

Phone _____

Contact Person (School) _____

Phone _____

Authorized Signature

CITY

SBBC

(Approved / Disapproved)

(Approved / Disapproved)