### AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORDA

	THE SCHOOL BOARD OF B	ROWARD COUNTY, FLORDA				
Meeting Date			Agenda Item Number			
7/24/12	Open Agenda Yes X No	Special Order Request Yes X No	L-1			
TITLE:						
First Amendment to Reciprocal Use Agreement with the City of Sunrise and The School Board of Broward County, Florida REQUESTED ACTION:						
	 ment to the Reciprocal Use Agreement	with the City of Sunrise and The School Bo	oard of Broward County			
Florida.	none to the Acolphocal Coo Agreement	man and only of duffined and the deficer by	sara of Browara County,			
SUMMARY EXPLANATION	N AND BACKGROUND:					
Reciprocal Use Agree Summer Work Week a	ments (RUA). These requests were pro-	mation regarding requests from several murimarily in response to the District's implements it would have on the municipalities as a research	nentation of its Four-Day			
during non-operationa Board of Broward Cou Additionally, the amer strategies to mitigate	I times. Specifically, it is the intent of inty, Florida (SBBC) would not have incomment seeks to provide flexibility to	by the District's position regarding the use of the District to only seek reimbursement for the use of District-owned far work collaboratively with the municipalities ing the District. Staff believes this recom- tion Board Workshop.	or costs that The School acilities by a municipality. In an effort to identify			
	his agreement after the SBBC approval	I. This Agreement has been reviewed and	approved as to form and			
SCHOOL BOARD GOALS:						
_•Goal One: Raise educa		raduation from high school and readiness fo	or post-secondary			
<ul> <li>Goal Two:         <ul> <li>Goal Three:</li> <li>Goal Three:</li> <li>Goal Three:</li> <li>Goal Three:</li> <li>Goal Four:             <ul> <li>Goal Five:</li> <li>Goal Six:</li> <li>Goal Six:</li> <li>Goal Seven:</li> <li>Goal Goal Seven:</li> <li>Goal Seven:</li> <li>Goal Goal Goal Seven:</li> <li>Goal Goal Goal Seven:</li> <li>Goal Goal Goal Seven:</li> <li>Goal Goal Goal Goal Goal Goal Goal Goal</li></ul></li></ul></li></ul>						
FINANCIAL IMPACT:						
	mpact to the School District; therefore	this item does not require a collaboration	form from the Capital			
Budget Department.  EXHIBITS: (List)						
1. Executive Summary 2. First Amendment to Reciprocal Use Agreement with the City of Sunrise and the SBBC 3. Reciprocal Use Agreement Presentation, May 20, 2011 4. Reciprocal Use Agreement between the City of Sunrise and the SBBC – June 2, 2009  BOARD ACTION:    SOURCE OF ADDITIONAL INFORMATION:						
DOTALD FIGURE						
ggi Industrial of the control of	PROVED	Chris O. Akagbosu	(754) 321-2162			
(For Official School Board Records' Office Only)  Name Phone THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA						
Joanne W. Harrison, Ed.D., Chief Portfolio Services Officer Office of Portfolio Services Approved in Open Board Meeting on:						
By: School Board Chair						
By: Revised 10/11 RWR/IWH/LB/COA	/lh	Di Tinana	loor board Crian			

### **EXECUTIVE SUMMARY**

### First Amendment to Reciprocal Use Agreement between the City of Sunrise and The School Board of Broward County, Florida

Currently, there are a total of 17 Reciprocal Use Agreements (RUA) between The School Board of Broward County, Florida (SBBC) and municipalities in Broward County, including the City of Sunrise. The current RUA with the City of Sunrise was entered into on June 2, 2009, and will expire in 2014.

A few years ago, the School District commenced implementation of its Four-Day Summer Work Week (Summer Work Week), with Friday being a non-operational day. Upon commencement of the Summer Work Week, several municipalities expressed concerns that declaring Fridays as a non-operational day would negatively impact their financial budget as it pertains to their utilization of District schools to run their summer camps.

Amongst municipalities that initially expressed concern was the City of Cooper City (Cooper City). As a result, staff at the May 20, 2011 School Board Workshop presented information on requests from several municipalities to revisit language in the existing RUA's, with an attempt to find a resolution to the unintended consequences of implementation of the Summer Work Week on municipalities. At that time, the central issue was the potential financial cost of having the custodian of pertinent schools open and close the schools on Fridays during the Summer Work Week. To address this central issue, and based on consensus reached with Cooper City, which was presented as a component of staff's recommendation at the Workshop, the School Board directed staff to amend the City of Cooper City's RUA. That amendment was approved by the School Board on June 7, 2011. Subsequently, the Board also directed staff to incorporate the same language in the Cooper City RUA into the RUA of the remaining 16 municipalities.

On July 7, 2011, staff sent written correspondence to the 16 municipalities which advised them of the Board's efforts to address the unintended impact of the Summer Work Week, and the Board's desire and directive to incorporate the same language incorporated into Cooper City's RUA into their RUA's. The correspondence sought their feedback regarding incorporation of the language into their RUA's. As a follow-up and reminder, staff sent two additional E-Mails to the municipalities requesting their feedback.

Several municipalities responded and indicated that they did not object to the incorporation of the said language into their RUA; however, the Cities of Coral Springs, Parkland and Sunrise objected to the incorporation of the language into their respective RUA's because they had additional issues with language in the existing RUA which they want addressed. Specifically, the City of Sunrise indicated that it wanted to convene a meeting to include municipalities with RUA's and District staff, to further discuss the additional issues, and reach consensus, before agreeing to the amendment of their respective RUA's.

On September 28, 2011, the City of Sunrise convened the desired meeting at its City Hall. The meeting was attended by several municipalities and the then Facility Management, Planning & Site Acquisition (FMP&SA) Department staff. Since then, FMP&SA Department staff and the District's Chief of Staff have had ongoing periodic discussions on related RUA issues with the City Manager of Sunrise (Bruce Moeller) and staff of the Cities of Coral Springs and Parkland.

In February 2012, Mr. Moeller provided the District's Chief of Staff with three issues, agreed upon by the municipalities, that they want addressed and remedied; and upon such remedy, incorporate the results into their respective RUA's. The three issues are as follows: (1). Seek credit for services offered to schools at no cost; (2) The Incurring of custodial costs on Fridays during the Summer Work Week; and (3) The municipalities preference for a school personnel, authorized by the school's principal, to open/close the school facility during the Summer Work Week.

District staff and subsequently the District's School Board Policy 1341 Committee are currently working on addressing and hopefully resolving these issues with the municipalities. However, in advance of such resolution and consensus, the City of Sunrise recently in June 2012 contacted the District's Chief of Staff and indicated that in the interim, it wants to move forward with the amendment of its RUA and the incorporation of the same amended language in the Cooper City RUA into its RUA. Therefore, based on the City's request, this First Amendment to the City's RUA is being scheduled for the School Board formal action.



### FIRST AMENDMENT TO RECIPROCAL USE AGREEMENT BETWEEN THE CITY OF SUNRISE AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS FIRST AMENDMENT ("First Amendment") to RECIPROCAL USE AGREEMENT is made this 24th day of 2012, by and between:

the CITY OF SUNRISE, FLORIDA,
(hereinafter referred to as "CITY")
a municipal corporation of the State of Florida
whose address is
10770 W. Oakland Park Boulevard, Florida 33351
and

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

### WITNESSETH:

WHEREAS, CITY and SBBC have entered into a Reciprocal Use Agreement, dated June 2, 2009, (the "Agreement") wherein CITY and SBBC may share resources to support each other's goals and objectives; and

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

WHEREAS, the Parties now wish to amend certain terms and conditions of the Reciprocal Use Agreement:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, and for valuable consideration, the receipt and sufficiency of which is acknowledged, the **CITY** and **SBBC** agree as follows:

- 1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. <u>AUTHORIZED USE OF SBBC FACILITIES BY CITY.</u> Paragraph 4.2 of the Reciprocal Use Agreement is hereby amended to read as follows:
  - 4.2 **SBBC** agrees to allow **CITY** use of **SBBC** facilities (hereinafter referred to as "School Board Licensed Facilities"), but not limited to those described in Exhibit B, in the City of Sunrise on such days and at such times as are mutually agreed

upon by the Superintendent or his/her designee and the Director of Leisure Services or his/her designee. The SBBC agrees to waive any and all rental fees (excluding any Custodial Operational costs and Energy Assessments costs, when applicable) associated with the City's use of School Board Licensed Facilities in accordance with Policy 1341, Use of Broward County School Facilities for Non-School Purposes. The CITY will reimburse SBBC for any costs that SBBC incurs only as a result of the use of School Board Licensed Facilities by the CITY. These reimbursable costs include custodial costs to address the operational impact of the event, energy assessment costs, and personnel costs for providing access to the facility during non-operational hours. No personnel costs will be assessed for providing access to the facility during non-operational hours when an authorized SBBC employee volunteers to provide such access. SBBC employee volunteers shall not remain at School Board Licensed Facilities after providing access to the facility during non-operational hours. In such cases when the CITY is permitted unsupervised use of School Board Licensed Facilities, the CITY will ensure that an agent of the CITY is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized SBBC employee volunteer. All costs will be reimbursed by the CITY in accordance with those rates established in the Fee Schedule of Policy 1341, Use of Broward County School Facilities for Non-School Purposes. **SBBC** will ensure the **CITY** is provided with information regarding 24-hour emergency notification and access protocol at the time of the authorization of unsupervised access to School Board Licensed Facilities to ensure the appropriate emergency procedures are followed. The Superintendent or his/her designee will individually review each Notice of Facility Use to address any concerns not covered under this Reciprocal Use Agreement or SBBC Policy 1341.

- 3. <u>ACCESSIBILITY TO SBBC FACILTIES.</u> Paragraph 5.3 of the Reciprocal Use Agreement is hereby amended to read as follows:
  - 5.3 The SBBC agrees to waive any and all rental fees (excluding any Custodial Operational costs and Energy Assessments costs, when applicable) associated with the City's use of School Board Licensed Facilities in accordance with Policy 1341, Use of Broward County School Facilities for Non-School Purposes. The CITY will reimburse SBBC for any costs that SBBC incurs only as a result of the use of School Board Licensed Facilities by the CITY. These reimbursable costs include custodial costs to address the operational impact of the event, energy assessment costs, and personnel costs for providing access to the facility during non-operational hours. No personnel costs will be assessed for providing access to the facility during non-operational hours when an authorized SBBC employee volunteers to provide such access. SBBC employee volunteers shall not remain at School Board Licensed Facilities after providing access to the facility during nonoperational hours. In such cases when the CITY is permitted unsupervised use of School Board Licensed Facilities, the CITY will ensure that an agent of the CITY is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized

SBBC employee volunteer. All costs will be reimbursed by the CITY in accordance with those rates established in the Fee Schedule of Policy 1341, Use of Broward County School Facilities for Non-School Purposes. SBBC will ensure the CITY is provided with information regarding 24-hour emergency notification and access protocol at the time of the authorization of unsupervised access to School Board Licensed Facilities to ensure the appropriate emergency procedures are followed. The Superintendent or his/her designee will individually review each Notice of Facility Use to address any concerns not covered under this Reciprocal Use Agreement or SBBC Policy 1341.

- 4. <u>AMENDMENT PREVAILS.</u> In the event of any conflict between the terms of the Reciprocal Use Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail and control.
- 5. <u>AUTHORITY</u>. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Reciprocal Use Agreement on the day and year first written above.

### "FOR SBBC"

(CORPORATE SEAL)

ATTEST:

Robert W. Runcie

Superintendent of Schools

THE SCHOOL BOARD OF BROWARD

COUNTY, ELORIDA

Ann Murray, Chair

APPROVED AS TO FORM AND LEGAL

CONTENT:

Office of the General Counsel

### "FOR CITY"

ATTEST:

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

CITY Clerk

Michael J. Ryan, Mayor

APPROVED AS TO FORM & LEGALITY

APPROVED BY:

City Manager or His/her Designee, Director

of Leisure Services

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## SULTURA DE LOUIS DE L

in the City of [Municipality] on such days and at such times accordance with Policy 1341, Use of Broward County School Facilities"), but not limited to those described in Exhibit B, designee. The SBBC agrees to waive any and all rental fees with the CITY's use of School Board Licensed Facilities in excluding any Custodial Operational costs. In addition, Energy Assessments costs, when applicable.) associated as are mutually agreed upon by the Superintendent or 4.2 "SBBC agrees to allow CITY use of SBBC facilities his/her designee and the CITY Manager or his/her hereinafter referred to as "School Board Licensed Facilities for Non-School Purposes."

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- Rule 5(b)(2)After Hours and Non-School Days
- Utilities Costs and Custodial Costs
- Personnel Costs
- Rule 5(b)(3)
- Costs, and Personnel Costs as incurred, including, without "Governmental Organizations that charge participants for activities shall pay Rental Fees, Custodial Costs, Utilities limitation, any required security."

governmental agencies. Those agreements shall stand upon "This Policy is not applicable to a Reciprocal Use Agreement between the School Board and other their own terms."

# TO OUGO DO OUG

### Y U U Y O

Friday is now a "Non-School Day" under Policy 1341

Example of typical city camp on Friday (8am - 6pm)

Custodial Costs

\$44 X 10 hrs. \$440

\$30 X 10 hrs. \$300 Energy Assessment \$740

Total Daily Assessment

Daily Assessment applied to multiple locations,

assume 4 locations

\$2,960

Financial impact for summer 4-day work week

Syabindays

\$2,960 x 8

\$22°,600

# 

It has always been the position of the District to only seek reimbursement for those costs not otherwise incurred.

- Energy Utilization
- During 4-day work week HVAC units are "shut down" to reduce energy consumption
- Custodial Impact of "Event"
- Provision of their own custodial services
- Access to the Facility
- © Contractual 4 hr. minimum
- FLSA Implications
- SBBC agent during "event"

# 

Revision to 4.2

the Fair Labor Standard Act and the applicable collective bargaining In addition, Energy Assessments costs, when applicable.) associated Custodial Operational costs shall only be waived if SBBC employees games, which volunteer services shall be subject to compliance with <u>affiliated youth basketball program during basketball practices and</u> Custodial Operational (excluding any Custodial Operational costs. volunteer their time and services as gym supervisors for the CITY ".. The SBBC agrees to waive any and all rental fees including any accordance with Policy 1341, Use of Broward County School Facilities for Non-School Purposes; provided, however that, with the CITY's use of School Board Licensed Facilities in agreement covering such SBBC employees. CITY shall be <u>responsible for Energy Assessment costs."</u>

### TOUCE COOK IN SOUSSING

Employees cannot volunteer in a similar capacity as their non-exempt position

Employee cannot waive considerations of FLSA

### 

Provision 4.2

costs will be assessed for providing access to the facility during non-In addition, Energy Assessments costs, when applicable) associated reimbursement for any costs not otherwise incurred by the District to provide such access. (excluding any Custodial Operational costs. "...The SBBC agrees to waive any and all rental fees. SBBC will seek operational hours when an authorized SBBC employee volunteers access to the facility during non-operational hours. No personnel event, energy assessment costs, and personnel costs for providing includes custodial costs to address the operational impact of the established in the Fee Schedule of Policy 1341, Use of Broward accordance with All costs will be in accordance to those rates for the CITY's use of Broward County School Facilities. This with the CITY's use of School Board Licensed Facilities in County School Facilities for Non-School Purposes

## 

Uniform application of RUA for all municipalities

Revise all RUAs

Identified volunteer /No volunteer

Lack of SBBC agent during "events"

Maintenance issues

Emergency situation

» Safeguarding of assets

Equity with other partners

### AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

	THE SCHOOL BOARD OF	BROWARD COUNTY, FLORIDA				
Meeting Date		·	Agenda Item Number			
6/2/09	Open Agenda	Time Certain Request	<u>J-11</u>			
	Yes X No	Yes X No				
TITLE:	Reciprocal Use of Facilities A	agreement with the City of Sunrise				
REQUESTED ACTION:	**************************************					
Approve the recipro	cal use of Facilities Agreement wit	h the City of Sunrise.				
SUMMARY EXPLANATION	N AND BACKGROUND;	менен жана жана жана жана жана жана жана	<del>ան անանանում ու արդագուծ ինչ անձգի հետև անիա</del> ն <u>անդատ իստերան, որ անակար</u> չի <del>հատար ( 10 տեսակի անգան</del> (1946)			
agreement in order (	to ensure consistency in all municip mendment to the reciprocal use agre	ment dated June 24, 2003, as amended palities' reciprocal use agreements. The eement prepared by the City of Sunrise	e new agreement			
use City facilities. Windemnification on a	Vithout this agreement, each party on case-by-case basis. This agreement documentation. The City will also	facilities and allow the various school would be required to provide proof of it provides these items and eliminates be able to utilize school facilities for s	insurance and the need for this			
The term of the agreement is for five years at no cost to the Board.						
The City will execute the agreement after School Board approval.						
The Board Attorney	has approved the agreement as to f	form and legal content.	•			
SCHOOL BOARD GOALS:		то на при на На при на пр	- <del></del>			
educa	achievement of all students to ensure graduation from high school and readiness for post-secondary					
•Goal Two: Impro	ve 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.						
X_*Goal Six: Build	Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.  Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.					
•Goal Seven: Ensur	ure district's leadership as an environmental steward through innovative ecology and energy conservation grams.					
FINANCIAL IMPACT:			<del></del>			
There is no financial	impact to the School District, there	fore this item does not require a collab	oration form from			
the Capital Budget D		······				
EXHIBITS: (List)		марти (нь Обом Антона, на правит объерания в при на пр На при на при	نوانده شدنده و در			
1. Agreement						
BOARD ACTION:		SOURCE OF ADDITIONAL INFORMATION:	<del>landara, andre an establish e descrive e source source and less interestables and the influence of the little of the source of the little of </del>			
	ROVED	Jonathan M. Peservich J	754 321-2165			
(For Official School Board Rec	A CONTRACTOR OF THE PROPERTY O	Name	Phone			
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA						
Michael Garretson, Deputy Superintendent						

Facilities and Construction Management Division

Approved in Open Board Meeting on:

By:
Revised July 2008
JFN/MG/TJC/JMP/NM/burrell

JUN-0-2-2009

School Board Chair

### RECIPROCAL USE AGREEMENT BETWEEN THE CITY OF SUNRISE AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS AGREEMENT, made and entered into this 2nd day of June 2009, by and between:

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

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 Sunrise 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; and

WHEREAS, the parties entered into an Agreement dated June 24, 2003, that provides for reciprocal use of each other's licensed facilities ("Agreement"); and

WHEREAS, the SBBC wishes to terminate the third two-year renewal period and enter into a new Agreement in order to ensure consistency in all municipalities Reciprocal Use Agreements.

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

### I. RECITALS

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

### 2. <u>TERM</u>

- 2.1 The term of this Agreement shall be for a period of five years from the date of execution unless terminated earlier pursuant to Article 10 of this Agreement.
- 2.2 The Agreement entered into by the parties dated June 24, 2003 is cancelled.

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

- 3.1 CITY owns and operates a number of facilities located in the City of Sunrise, 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"), but not limited to those described in Exhibit A<sub>x</sub> on such days and at such times as are mutually agreed upon by the Director of Leisure Services or his/her designee and the Superintendent or his/her designee. The CITY agrees to waive any and all rental fees (excluding any Custodial Operational costs and Energy Assessments costs, when applicable) associated with the SBBC's use of CITY facilities.
- 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 (via a memo to the Director of Leisure Services 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 must specify the dates, times, facilities, to be used by the SBBC and any other special terms and conditions pertaining to such usage not in conflict to the Leisure Services Director or his/her designee for review and approval or denial.
- 3.3.2 The Director of Leisure Services or his/her designee shall determine if the requested use conflicts or interferes with any other usage of the CITY Licensed Facility.
- 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 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 Director of Leisure Services 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, CITY shall not be liable to SBBC, its employees, agents or invitees for loss, personal injury or damage.
- 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 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 Director of Leisure Services or his/her designee of the affected City Licensed Facilities, if it is so 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 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 Sunrise that may be suitable for use by residents of the CITY 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), but not limited to those described in Exhibit B, in the City of Sunrise on such days and at such times as are mutually agreed upon by the Superintendent or his/her designee and the Director of Leisure Services or his/her designee. The SBBC agrees to waive any and all rental fees (excluding any Custodial Operational costs and Energy Assessments costs, when applicable) associated with the CITY's use of School Board Licensed Facilities in accordance with Policy 1341, Use of Broward County School Facilities for Non-School Purposes.
- 4.3 The following procedure shall be followed whenever the CITY desires to use any School Board Licensed Facilities:
  - (a) CITY shall submit Notice of Facility Use (via a memo to the Superintendent or his/her designee) to SBBC for use of School Board Licensed Facilities for use of the facilities a minimum of ten (10) days in advance of usage. The Notice of Facility Use 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. The CITY will submit the permitting agreement to the Superintendent or his/her designee for review and approval or denial.
  - (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.
- 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, SBBC shall not be liable to CITY, its employees, agents or invitees for loss, personal injury or damage.

- 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 supervise 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 so 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 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.
- 413 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 authorized by Florida Statutes section 768.28, 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 in City's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. Nothing in this Section shall be deemed or construed to limit or waive CITY's entitlement to the protections of sovereign immunity.

### 5. ACCESSIBILITY TO SBBC FACILTIES

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 Sunrise. Use of additional athletic facilities may be covered by a separate agreement.

- 5.2 The use or enjoyment of additional school facilities by the CITY shall be coordinated and approved by the Superintendent of Schools or his/her designee (e.g. school principal).
- 5.3 The SBBC agrees to waive any and all rental fees (excluding any Custodial Operational costs and Energy Assessments costs, when applicable) associated with the CITY's use of School Board Licensed Facilities in accordance with Policy 1341, Use of Broward County School Facilities for Non-School Purposes.
- 5.4 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. However, the parties agree that there will be no additional costs charged for normal and customary operations that are associated with regular facility operations.

### 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 of 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 be commenced until the required certificates of insurance have been received and approved by the Risk Managers of each party.

### 8. <u>INDEMNIFICATION:</u>

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 of 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 and immunities 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 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 compensation should this Agreement be so terminated.

### 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:

Director of Leisure Services 10610 West Oakland Park Blvd. Sunrise, Florida 33351 WITH A COPY TO:

City Attorney

City Hall

10770 West Oakland Park Blvd.

Sunrise, Florida 33351

AS TO SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301

WITH COPIES TO:

Executive Director, Facility Management, Planning and

Site Acquisition

The 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. Both parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary. Each party will be responsible for their own attorney's fees and costs.

### 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. **FEES REIMBURSEMENT:**

The parties have agreed that the CITY would reimburse SBBC a flat fee of \$18,000.00 representing custodial and energy assessment fees associated with the use of nine (9) schools on Fridays, during the four-day work week period, as part of the CITY's 2009 Summer Camp program. Payment will be made within thirty (30) days of the start of the summer program. The schools used in the Summer Camp program will be annotated with an asterisk on Exhibit B attached. Subsequent year's summer camp fee reimbursement, if applicable, will be negotiated by the parties.

### 19. **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.

### 20. 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 a 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for reciprocal use of facilities the day and year first written above.

### "FOR CITY"

CITY OF SUNRISE, Florida

By:

Roger B. Wishher, Mayor

 $5^{+}$  day of 3

AUTHENTICATION:

Felicia Bravo City Clerk

(SEAL)

Approved as to form and legal sufficiency By the Office of the City Attorney City of Sunrise, Florida 10770 W. Oakland Park Boulevard Sunrise, Florida 33351

Telephone: (954) 746-3300

Stuart R. Michelson

City Attorney

By

### "FOR SBBC"

(CORPORATE SEAL)

ATTEST:

THE SCHOOL BOARD OF BROWARD

COUNTY, FLORIDA

Maureen S. Dinnen, Chair

James F. Notter

Superintendent of Schools

APPROVED AS TO FORM AND

LEGAL CONTENT:

School Board Attorney

### EXHIBIT "A"

### **CITY FACILITIES**

\*\* Not limited to City-Owned Facility listed below, within the corporate limits of the City of Sunrise shall be included in the reciprocal agreement.

City Park 6700 Sunset Strip Sunrise, Florida

Flamingo Park 12855 NW 8 Street Sunrise, Florida

Oscar Wind Park 200 North New River Circle Sunrise, Florida

Piper Field 8000 NW 44 Street Sunrise, Florida

Sawgrass Sanctuary Park 237 North New River Circle Sunrise, Florida

Springtree Golf Club 8150 Springtree Drive Sunrise, Florida

Sunrise Athletic Complex 11501 NW 44 Street Sunrise, Florida

Sunrise Soccer Club Park 10200 Sunset Strip Sunrise, Florida

Sunrise Tennis Club Park 9605 West Oakland Park Boulevard Sunrise, Florida

Welleby Park 11100 NW 44 Street Sunrise, Florida

### EXHIBIT "B"

### City of Sunrise Schools

\*\* Not limited to Any Broward County School listed below, within the corporate limits of the City of Sunrise shall be included in the reciprocal agreement.

Bair Middle \*
9100 NW 21 Manor
Sunrise, Florida

Banyan Elementary \* 8800 NW 50 Street Sunrise, Florida

Horizon Elementary 2101 Pine Island Road Sunrise, Florida

Nob Hill Elementary \* 2100 NW 104 Avenue Sunrise, Florida

Piper High \*
8000 NW 44 Street
Sunrise, Florida

Sandpiper Elementary \* 3700 Hiatus Road Sunrise, Florida

Sawgrass Elementary \* 12655 NW 8 Street Sunrise, Florida

Village Elementary \* 2100 NW 70 Avenue Sunrise, Florida

Elementary School "A" 8800 NW 54th Court Sunrise, Florida

Welleby Elementary \* 3230 Nob Hill Road Sunrise, Florida

Westpine Middle \* 9393 NW 50 Street Sunrise, Florida

<sup>\*</sup> Schools facilities used in the Summer Camp program.

### EXHIBIT "C"

### NOTICE OF FACILITY USE

### City of Sunrise /The School SBBC of Broward County

Date	S=445.NON407.2H Kalin internal plate homely adept.		
Location		Marie de la chiant de l'accepte	**************************************
Type of Activity			<del></del>
Facility	Dates	Times	
Charges (if applicable)			
Service/Item		Amount	
Contact Person (City)			
Phone			
Contact Person (School)	hadd starte do fella for the second of the s		iin kamangan pangan ng gan magan pangan ng gan ng gan pangan ng gan pangan ng gan pangan ng gan pangan ng gan p
Phone	n, para s		
Authorized Signature			
CITY		SCHOOL SBBC	
(Approved / Disapproved)	(Approved	(Approved / Disapproved)	