

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 _____ 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. **AUTHORIZED USE OF SBBC FACILITIES BY CITY.** 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. **ACCESSIBILITY TO SBBC FACILITIES.** 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 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.

4. **AMENDMENT PREVAILS.** 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. **AUTHORITY.** 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)

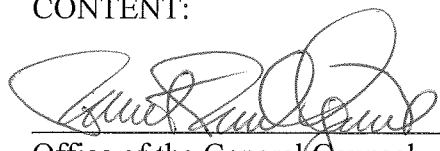
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Ann Murray, Chair

Robert W. Runcie
Superintendent of Schools

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 Attorney

City Manager or His/her Designee, Director
of Leisure Services