

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 25<sup>th</sup> 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

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

Meeting Date <b>1/25/11</b>	Open Agenda Yes <input checked="" type="checkbox"/> No	Time Certain Request Yes <input checked="" type="checkbox"/> No	Agenda Item Number <b>J-12</b>
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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.**

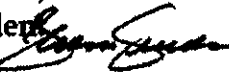
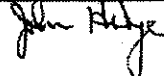
**SUMMARY EXPLANATION AND BACKGROUND:**  
 This agreement will allow the City to use School Board facilities and allow the various schools within the City to use City facilities. Without this Agreement, each party would be required to provide proof of insurance and indemnification on a case-by-case basis. 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

<b>BOARD ACTION:</b>  <b>APPROVED</b>	<b>SOURCE OF ADDITIONAL INFORMATION:</b> Chris O. Akagbosu  (754) 321-2162
<small>(For Official School Board Records' Office Only)</small>	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:  School Board Chair

**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