

RECIPROCAL USE AND PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF HOLLYWOOD
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 HOLLYWOOD, FLORIDA,
(hereinafter referred to as "CITY")
a municipal corporation of the State of Florida
2600 Hollywood Boulevard
Hollywood, Florida 33022

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 Hollywood 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

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

2. TERM

- 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 11 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 Hollywood, 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 all CITY facilities (hereinafter referred to as "City Licensed Facilities") as described in Exhibit "A" attached hereto 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 Custodial Operation costs) 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 Form, attached hereto and incorporated herein by reference as Exhibit "C" to the City Manager or his/her designee (the Director of Parks, Recreation and Cultural Arts) 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, facilities, 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 (the Director of Parks, Recreation and Cultural Arts) 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 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 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 CITY is not notified by the SBBC of such dangerous conditions, 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 the 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 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 here 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 Hollywood 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 Hollywood 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 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 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 SBBC is not notified by the CITY of such dangerous conditions, 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 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 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.

- 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. 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.

5. ADDITIONAL PARTNERSHIPS:

The CITY and SBBC will:

- 5.1 Provide recognition for students, teachers, school volunteers and City staff who have achieved good deeds in the community on behalf of education.
- 5.2 Provide exposure to school and community programs at school and city events, including but not limited to display of student artwork and other cultural arts or academic presentations, or publications.
- 5.3 Jointly offer community education programs on topics of common interest, including but not limited to, homework assistance, recreation programs, available City services, Student Government Day, Kids Voting, etc.
- 5.4 Encourage area high school journalists to cover City issues in school publications and include high school articles in City publications.
- 5.5 Encourage City employees to take an active role in school improvement efforts and/or provide training for individuals participating in school programs.

- 5.6 Work to establish internships, mentorships, shadowing programs and community service opportunities.
- 5.7 Encourage area residents to become volunteers in schools and, when possible, support to senior volunteers that may have difficulty getting to schools.
- 5.8 Assist in developing school and neighborhood improvement plans, conducting needs assessments, and providing support for identification of community resources for various programs.
- 5.9 Use time on local cable television to promote joint activities.
- 5.10 CITY will provide a paramedic service for varsity and J.V. football games involving Hollywood Hills, McArthur, and South Broward high schools at stadium sites located within the City limits. The rate for each game will be \$320.00. This rate will remain in effect until a rate change is mutually agreed to by the CITY and SBBC. Checks are to be made payable to "City of Hollywood Fire Rescue Department". Patients' needing emergency transportation will be charged for those transports through their insurance provider at the rate established by City Ordinance. Transports will be made to one of five area hospitals: a) Memorial Regional Hospital/Trauma Center, b) Memorial Pembroke, c) Hollywood Medical Center, d) Aventura Hospital, or e) Memorial West. The decision as to which hospital will be determined by the senior paramedic, with the priority being patient care, hospital capability, and lastly patient/family request.
- 5.11 CITY will distribute flyers and brochures through individual schools and Community Centers to promote community and school related events. Approval for distribution of flyers and brochures will be obtained through the School Board Central Screening process and distributed at the principal's discretion for the School Board and the City's Director of Parks, Recreation and Cultural Arts.
- 5.12 Develop a calendar of municipal and school-wide events that can be used to promote civic and educational involvement and pride.

6. ACCESSIBILITY TO SBBC FACILITIES:

- 6.1 The CITY and SBBC agree to continue work cooperatively to identify additional school athletic fields and educational facilities available for use by the residents of the City of Hollywood. Use of additional athletic facilities may be covered by a separate agreement.
- 6.2 The CITY may submit a Notice of Facility Use (via a memo) 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.

- 6.3 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 if no conflict exists, approve the use. In the event of a scheduling conflict, priority will be given to the municipality in which the school is located.
- 6.4 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.
- 6.5 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. However, the parties agree that there will be no additional costs charged for normal and customary operations that are associated with regular facility operations.

7. 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.

8. INSURANCE:

- 8.1 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.
- 8.2 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 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 9 of the Agreement.

- 8.3 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.
- 8.4 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.
- 8.5 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.

9. 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 of each entity, harmless from and against any and all claims, demands and causes of action of every kind and character arising out of, or because of the use and occupancy of any facility licensed hereunder, or because of, any error, omission, or negligent act in the performance of each party's respective duties and obligations under this Agreement. Compliance with the foregoing shall not relieve the parties of any liability for other obligations 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 respective parties. Nothing in the Agreement shall be construed to affect in any way either party's rights, privileges, and immunities as set forth in Section 768.28, Florida

Statutes. 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 matter arising out of any contract.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 Parks, Recreation and Cultural Arts
City of Hollywood
1405 S 28th Avenue
Hollywood, Florida 33020

WITH A COPY TO: City Attorney
City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33022

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

WITH A COPY TO: Executive Director, Facility Management, Planning and
Site Acquisition
School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, Florida 33301

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

15. 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.

16. 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.

17. MODIFICATION AND WAIVER:

This Agreement together with Exhibits A and B, 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.

18. 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.

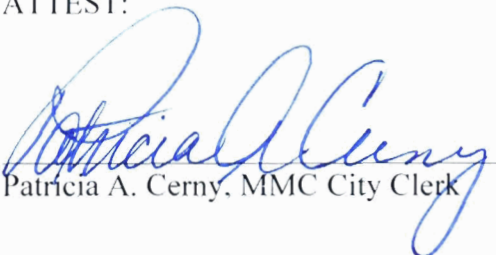
19. AUTHORITY:

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.


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

"FOR CITY"

ATTEST:


Patricia A. Cerny, MMC City Clerk

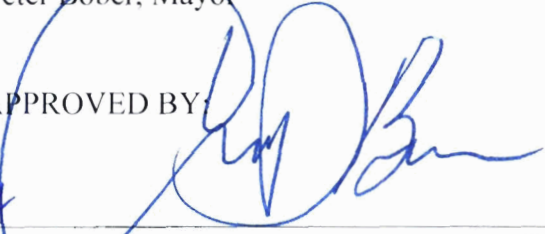
CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida


Peter Bober, Mayor

APPROVED AS TO FORM & LEGALITY

Jeffrey P. Sheffel, City Attorney

APPROVED BY:


Cameron D. Benson, City Manager or His
Designee, Director of Parks, Recreation and
Cultural Arts

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY

BY: 
CITY ATTORNEY

"FOR SBBC"

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: Maureen S. Dinnen
Maureen S. Dinnen, Chair

James F. Notter
James F. Notter
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL
CONTENT

Paula Enab
School Board Attorney

EXHIBIT "A"

CITY FACILITIES

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

PARK/RECREATION FACILITY	PARK/RECREATION FACILITY	PARK/RECREATION FACILITY	PARK/RECREATION FACILITY
Anniversary Park 1945 Hollywood Blvd.	Earl Crawford Park 900 S. Park Rd.	Joe DiMaggio Park 1001 Three Island Blvd.	Oak Street Park Oak St. & the Ocean.
ArtsPark at Young Circle 1 Young Circle	Eco Grande Golf Course 1451 Taft St.	John B. Koozer Memorial 1401 Polk St.	Oakwood Hills Park 2701 N. 26th Avenue
Beach Paddleball, Shuffleboard Courts, 300 Connecticut St.	Emerald Hills Lakes Park 3901 N. 30 Terrace	John Williams Park/ Sheridan Oak Forest, 6101 Sheridan St.	Orangebrook Golf Course 400 Entrada Dr.
Beach Theater 100 Johnson St.	Eppleman Park 701 Tyler St.	Keating Park 2500 S. Ocean Dr./ Magnolia Terrace	Poinciana Park and Dog Park 1301 S. 21 Avenue
Beverly Park and Community Center 6291 Funston St.	Fletcher St. Park 5749 Fletcher St.	Kiwanis Park 3400 Johnson St.	Rainbow Tot-Lot 400 N. Hills Drive
Bicentennial Park 7300 Farragut St.	Fred Lippman Multi-Purpose Center 2030 Polk St.	Lincoln Park 2340 Lincoln St.	Rotary Park 3150 Taft St.
Boggs Field / East & West 2310 N. 23rd Avenue	Harry Berry Park 301 Azalea Terrace	Lions Park 3003 Hollywood Blvd.	Sailor's Point 9th Avenue & N. Lake Dr.
Carlton Montayne Park 6200 Arthur St.	Henry L. Graham 2350 Simms St.	Mara Berman Giuliani Park 4151 N. Hills Drive	Seminole Park 64th & Charleston St.
Cathy & Bob Anderson Park 5800 Thomas St.	Holland Park 801 Johnson St.	Dr. Martin Luther King, Jr. Park Community Center, 2400 Charleston St.	Stan Goldman Memorial Park, 800 Knights Road

EXHIBIT “A”

CITY FACILITIES

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

	Charnow Park 300 Garfield St.		Hollywood Beach Cultural Community Center, 1301 S. Ocean Drive		McNicol Admin. Office 1405 S. 28 Avenue		Three Island Park 1002 Three Island Blvd.
	David Park and Community Center 108 N. 33rd Court		Hollywood Beach Golf & Country Club, 1600 Johnson St.		McNicol Community Center 1411 S. 28 Avenue		Veteran's Park 4701 Tyler St.
	David Park Tennis Center 510 N. 33rd Court		Hollywood West Park 6770 Garfield St.		Montella / Apollo Middles School 1111 NW 69th Way.		Washington Park and Community Center 5199 Pembroke Road
	Dowdy Field 2161 Johnson St.		Hollywood West Park 6770 Garfield St.		Oak Lake Park 3190 N. 56th Avenue		Water View 2660 Coolidge St.
	Driftwood Park Community Center and Athletic fields 3000 N. 69th Avenue		Jefferson Park 1501 Jefferson St.		Oakridge Park 5200 S.W. 35 Avenue		West Annex Taft St. Office 6197 Taft St.
							Zinkil Park 5451 Washington St.

EXHIBIT “B”
HOLLYWOOD SCHOOLS

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

Bethune, Mary M. Elementary School
2400 Meade Street
Hollywood, FL 33020

Sheridan Park Elementary School
2310 N 70th Terrace
Hollywood, FL 33024

Boulevard Heights Elementary School
7201 Johnson Street
Hollywood, FL 33024

Stirling Elementary School
5500 Stirling Road
Hollywood, FL 33024

Colbert Elementary School
2701 Plunkett Street
Hollywood, FL 33020

West Hollywood Elementary School
6301 Hollywood Blvd.
Hollywood, FL 33024

Driftwood Elementary School
2700 NW 69th Avenue
Hollywood, FL 33024

Apollo Middle School
6800 Arthur Street
Hollywood, FL 33024

Elementary School “C”
2230 Lincoln Street
Hollywood, FL 33020

Attucks Middle School
3500 N 22nd Avenue
Hollywood, FL 33020

Hollywood Central Elementary School
1700 Monroe Street
Hollywood, FL 33020

Driftwood Middle School
2751 NW 70th Terrace
Hollywood, FL 33024

Hollywood Hills Elementary School
3501 Taft Street
Hollywood, FL 33021

McNicol Middle School
1602 South 27th Avenue
Hollywood, FL 33020

Hollywood Park Elementary School
901 N 69th Way
Hollywood, FL 33024

Hollywood Hills High School
5400 Stirling Road
Hollywood, FL 33021

Oakridge Elementary School
1507 N 28th Avenue
Hollywood, FL 33020

McArthur High School
6501 Hollywood Blvd
Hollywood, FL 33024

Orange Brook Elementary School
715 S 46th Avenue
Hollywood, FL 33021

South Broward High School
1901 N. Federal Highway
Hollywood, FL 33020

Sheridan Hills Elementary School
5001 Thomas Street
Hollywood, FL 33021

Sheridan Technical Center
5400 Sheridan Street
Hollywood, FL 33021

EXHIBIT "C"
NOTICE OF FACILITY USE
City of Hollywood / The School SBBC of Broward County, Florida

The parties hereby agree that by executing this Notice of Facility Use Form, the terms and conditions of the Reciprocal Use Agreement between the City of Hollywood, Florida and The School Board of Broward County, Florida are hereby incorporated herein and remain in full force and effect and are binding upon the parties.

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

(Approved / Disapproved)

SCHOOL SBBC

(Approved / Disapproved)