

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** May 12, 2014

**FROM:** Jeffrey P. Sheffel  
City Attorney

**SUBJECT:** Proposed Reciprocal Use Agreement with the School Board of Broward County for the reciprocal use of School Board and City facilities.

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I have reviewed the above captioned agreement for form and legality. The general business terms are as follows:

- 1) Department/Division involved – Dept. of Parks, Recreation and Cultural Arts
- 2) Type of Agreement – n/a
- 3) Term of Contract
  - a) initial – 3 years
  - b) renewals (if any) – Yes
  - c) who exercises option to renew – mutual and contingent upon City Commission and Board approval.
- 4) Contract Amount – City will receive \$385.00 per varsity and J.V. football games at designated high schools for paramedic services.
- 5) Termination rights – Either party may terminate the Agreement, without cause, upon 90 days prior notice.
- 6) Indemnity/Insurance Requirements – To the extent provided by law, both parties agree to indemnify the other; City shall provide no other insurance as it is self-insured. Board shall provide standard insurance unless it is covered under its self-insurance program. \*\*Additional indemnity has been added relating to background screening provision – The City agrees to indemnify the School Board ... from any liability in the form of physical or mental injury, death or property damage resulting from the City's failure to comply with the state law requirements for background screening of personnel.
- 7) Scope of Services – Board will permit use of its facilities by the City and its citizens and City will permit use of its facilities by the Board.

## **Term Sheet for the Reciprocal Use Agreement with the School Board**

8) Other significant provisions – a) Board agrees to waive any and all rental fees. However, the City will reimburse the Board for any costs that the Board incurs as a result of the use of their facilities which 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 when an authorized Board employee volunteers to provide access. Such costs will be based upon the rates set forth in Exhibit “E”. Each energy bill charged to the City shall be reduced by 20% whereby the City shall only pay 80% of the total assessed energy bill. b) City agrees to waive any and all rental fees (excluding any 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. All costs are based upon the rates set forth in Exhibit “D”. Each energy bill charged to the Board shall be reduced by 20% whereby the Board shall pay 80% of the total assessed energy bill. c) The Board shall pay for paramedic services provided by the City’s Fire Dept. at varsity and J.V. football games at the high schools. The rate for each game will be \$385.00.

cc: Cathy Swanson-Rivenbark, City Manager