

FIRST AMENDMENT TO **RECIPROCAL USE AGREEMENT**

THIS FIRST AMENDMENT, made and entered into this 22nd day of July 2025, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida
having its principal place of business at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE CITY OF HOLLYWOOD, FLORIDA
(hereinafter referred to as "City")
a municipal corporation of the State of Florida
whose address is
2600 Hollywood Boulevard, Hollywood, Florida 33020

WHEREAS, on July 6, 2022, the SBBC and City entered into Reciprocal Use Agreement (RUA) with a term of five (5) years commencing on June 14, 2022, and unless terminated earlier pursuant to Section 3.05 of the RUA, expiring on June 13, 2027; and

WHEREAS, pursuant to article 2.14.10 of the RUA, the City is obligated to provide paramedic services for varsity and J.V. football games involving Hollywood Hills, McArthur, and South Broward high schools at stadium sites located within the City limits for a set fee rate per game in the amount of \$385.00; and

WHEREAS, the City has advised that due to difficulties in hiring off-duty personnel, the City's Fire Department has been facing challenges providing paramedic services for all football games as required, often with multiple football events scheduled simultaneously, and that the City's Fire Department often lacks the necessary reserve apparatus or equipment to service all the schools at once; and

WHEREAS, such difficulties have led to the use of in-service rescue units, which compromises the City's Fire Department to maintain regular operational minimums and results in compromised service to all areas of the City; and

WHEREAS, because of such difficulties, the City requests to be relieved from its current obligations under section 2.14.10 of the RUA - otherwise the City will have no choice other than to terminate the RUA as it is permitted under Section 3.05 of the RUA; and

WHEREAS, district staff confirms that if the City is relieved from its current obligations under section 2.14.10 of the RUA, the district can obtain paramedic services for all football games through the use of an existing SBBC vendor.

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

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Modifications of Terms**. Section 2.14.10 of the RUA is hereby DELETED in its entirety.

3. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the RUA and the provisions contained herein, the provisions of the following documents take precedence in this order:

- (a) this First Amendment; then
- (b) the Reciprocal Use Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the RUA remain in full force and effect.


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.

(Remainder of page intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

(CORPORATE SEAL)

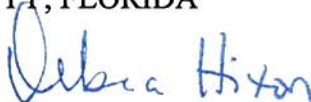
ATTEST:



Dr. Howard Hepburn,
Superintendent of Schools

FOR SBBC

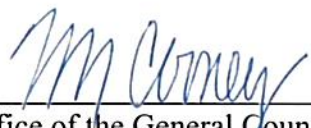
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: 

Debra Hixon, Chair

Date: 07-22-25

Approved as to form and legal content:



Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

FOR CITY

ATTEST:

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

Patricia A. Cerny, City Clerk

By: _____
Josh Levy, City Mayor

Date: _____

Endorsed as to Form & Legality for the
Use and Reliance of the City of Hollywood
Florida, only.

Damaris Henlon, Interim City Attorney