

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: May 1, 2017

FROM: Jeffrey P. Sheffel
City Attorney

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

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 – 5 years (commencing on June 11, 2017 and expiring on June 10, 2022).
 - b) renewals (if any) – no
 - c) who exercises option to renew – n/a.
- 4) Contract Amount – City will receive \$385.00 per varsity and J.V football games at designated high schools for paramedic services. (See Paragraph 8 below regarding other fee obligations).
- 5) Termination rights – Either party may terminate the Agreement, without cause, upon 90 days prior notice.
- 6) Indemnity/Insurance Requirements – As each party is self-insured, the parties shall have coverage pursuant to state law requirements. Each party agrees to be fully responsible for its acts of negligence, or its employees’ acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. **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 and energy fees (excluding during the use for summer programs. The using party will reimburse the providing part for reimbursable costs (which shall be limited to custodial costs to address the operational impact of the event, energy assessment costs only during the summer, and personnel costs for providing access to the licensed facilities during non-operational hours. No personnel costs will be assessed for providing access to the facility during non-operational hours when an authorized employee of the providing party volunteers to provide such access; **b)** Clean up costs for City use– In the event that the City fails to clean up after every use, then custodial costs will apply. If SBBC provides custodial services the following custodial fee applies: \$176.00 for a four (4) hour daily minimum, and \$44.00 each hour. If the City requires additional SBBC personnel for a City event then the cost will be \$44.00; **(c)** Energy costs will be assessed only if City uses facility during summer and the energy bill charged to the City will be reduced by 20%, therefore, the City shall only pay 80% of the total assessed energy bill at \$24.00 per hour. The City will be responsible for consumable items costs for the City events with 310 or more people attending a function with a scaled rate as follows: 31-100 the City will pay \$5.00 per day; 101-200, the City will pay \$10.00 per day; and \$5.00 additional per day for each additional 100 people expected thereafter. Fees reflected may change due to cost escalation pursuant to SBBC policy 1341; **d)** Clean up/Energy costs for SBBC use – If the City provides custodial services, and if additional City personnel are needed for a SBBC event, and if energy costs are assessed for SBBC use during non-operational hours, the fees charged by City will be in accordance with the feed in the City of Hollywood Fees and Charges set forth in Exhibit D and such fees may change due to cost escalation.

cc: Wazir A. Ishmael, Ph.D., City Manager