

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2008

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement with the School District of Palm Beach County for the period December 2, 2008, through December 1, 2009, for the mutual use of recreational facilities.

Summary: This Agreement enables the School Board of Palm Beach County and the Palm Beach County Parks and Recreation Department to utilize each other's recreational facilities at no cost. It outlines a procedure for requesting and authorizing the use of recreational facilities and establishes the requirements for use by County-affiliated recreation organizations. The current Agreement (R2003-1973) expires on December 2, 2008. The Department has worked with the School Board to create this Agreement and recommends approval in the best interest of the community. The term of this Interlocal Agreement is for one year, and shall be automatically renewed up to four additional consecutive one year terms. The School Board approved the new Agreement at its November 12, 2008 meeting. Countywide (DW)

Background and Justification: Part I of Chapter 163, Florida Statutes, permits public agencies, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately. In 1988, the County and the School Board established an Interlocal Agreement for the purpose of sharing one another's recreational facilities at no cost. The current Agreement has proven to be an effective tool. School Board and County staff met on several occasions to refine procedures and terms of the Agreement. This new Agreement identifies specific priorities of use and established requirements and protocol for use by County-affiliated recreation organizations. In addition to increasing opportunities for recreational facility use by each party, the County and School Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities.

Attachment: Interlocal Agreement

Recommended by: _____

Department Director

Date

11/14/08

Approved by: _____

Assistant County Administrator

Date

11/24/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2009 | 2010 | 2011 | 2012 | 2013 |
|--------------------------|-------------------------------|------------|------------|------------|------------|
| Capital Expenditures | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>-0-</u> <i>* See below</i> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes ___ No ___
 Budget Account No.: Fund ___ Department ___ Unit ___
 Object ___ /Revenue Source ___ Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact to the County associated with this item.

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

ahwillhite 11.19.08
 OFMB22
 11/19/08
11/19/08
11/20/08
Don J. Jacobus 11/20/08
 Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 11/24/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE MUTUAL USE OF RECREATIONAL FACILITIES**

This Interlocal Agreement is made the _____ day of _____, 20____, between Palm Beach County, a political subdivision of the State of Florida, ("County") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County and Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, the County and Board desire the ability to use the facilities of the other.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Purpose.

The purpose of this Agreement is to enable the Board and County to utilize each other's recreational facilities and provide a procedure for authorizing the use of the Board's recreational facilities by County-affiliated recreation groups and organizations that have been approved by the parties.

3. Definitions.

A. "Board Facilities" and "Board Facility" mean facilities owned or operated by the Board that are made available for public use by the Board and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Board Facilities" and "Board Facility" shall include, but shall not be limited to, gymnasiums; playgrounds; swimming pools; tennis, racquetball and basketball courts; and athletic fields.

B. "County Facilities" and "County Facility" mean facilities owned or operated by the County that are made available for public use by the County and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "County Facilities" and "County Facility" shall include, but shall not be limited to, parks; playgrounds; swimming pools; tennis, racquetball and basketball courts; and athletic fields.

C. "Director of Recreation Services" means the Director of the Recreation Services Division of the County's Parks and Recreation Department or his or her designee.

D. "Facilities" means the Board Facilities and County Facilities.

E. "Priority of Use" means the priority of uses when there are conflicting requests for the use of a Facility. For Board Facilities, the Priority of Use shall be as follows:

1. Board activities, and programs;
2. Municipal activities and programs: (i) pursuant to a separate interlocal agreement entered into by the Board on or before the effective date of this Agreement; or; or (ii) pursuant to a separate interlocal agreement entered into by the Board before or after the effective date of this Agreement involving Board Facilities that

have been constructed or improved, in whole or in part, with funds exceeding \$100,000, contributed by the municipality or on behalf of the municipality by an entity such as a special taxing district. Should such a requested use in this category result in displacing a County activity or program, such displacement shall be resolved by the Chief of Facilities Management on behalf of the Board and the Recreation Programs Supervisor on behalf of the County. The School Board shall use its best efforts to find an alternate appropriate Board Facility for the affected activity or program.

3. County or County User Group activities and programs; and

4. Municipal activities and programs pursuant to a separate interlocal agreement entered into by the Board after the effective date of this Agreement that does not involve Board Facilities that were constructed, in whole or in part, with funds exceeding \$100,000 contributed by the municipality or on behalf of the municipality by an entity such as a special taxing district.

For County Facilities, the Priority of Use shall be as follows:

1. County or County User Group activities and programs; and

2. Board activities and programs pursuant to this Agreement.

F. "County User Groups" mean those organized recreation groups and organizations identified in the attached Exhibit "A", which may be amended or supplemented from time to time upon the mutual agreement of the Board's Chief Operating Officer and the Director of the County's Parks and Recreation Department without formal amendment hereto.

4. Use of Facilities by the Parties.

A. The Board agrees to make the Board Facilities available for use by the County according to the Priority of Use at no cost or expense to the County, except as otherwise provided for in this Agreement. The County's use of the Board Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement including but not limited to Exhibit "C" which may be amended or supplemented from time to time upon the mutual agreement of the Board's Chief Operating Officer and the Director of the County's Parks and Recreation Department without formal amendment hereto; (ii) the Board's rules, regulations and policies governing the use of the Board

Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws.

B. The County agrees to make available the County Facilities for use by the Board according to the Priority of Use at no cost or expense to the Board, except as otherwise provided for in this Agreement. The Board's use of the County Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the County's rules, regulations and policies governing the use of the County Facilities; (iii) any grant or bond obligations pertaining to the use of any of the County Facilities; and (iv) all applicable local, state and federal laws.

C. The County shall submit all requests for use of the Board Facilities in writing in the form attached hereto as Exhibit "B" to the Principal responsible for the management of the Board Facility or his or her designee no less than thirty (30) days prior to the date that the County desires to use the Board Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the County within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response.

D. The Board shall submit all requests for use of the County Facilities in writing in the form attached hereto as Exhibit "B" to the Director of Recreation Services no less than thirty (30) days prior to the date that the Board desires to use the County Facility. The County shall be responsible for ensuring that a written response to the request is provided to the Board within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response.

E. The Board and County acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Board and County agree to be responsible for all such claims and

damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

F. Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury or property damage and shall add the other party as an additional insured to the commercial general liability policy, but only with respect to negligence arising out of this Agreement that is not a result of the other party's negligence. The additional insured endorsement for the County shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". The additional insured endorsement for the Board shall read "The School Board of Palm Beach County, Florida, its Officers, Employees and Agents". The parties agree additional insured endorsements shall provide coverage on a primary basis. Claims-bill tailored coverage shall not be considered third-party liability coverage for purposes of this Agreement. The parties agree to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

G. Each party agrees to provide adequate supervision of its own activities to prevent bodily harm to the users and damage to the Facilities, taking into consideration the types of activities planned, when using the other's Facilities. When aquatic facilities will be included in the Facilities to be utilized, the party using the Facility shall provide supervisors certified in Lifeguard Training in addition to any other supervision required hereunder.

H. In the event the Facilities are damaged, the party using the Facilities of the other party shall promptly notify the other party in writing of the damage and shall reimburse the other party for the actual costs to repair the damage. Reimbursement shall be made within sixty (60) days of a written request for reimbursement of costs.

I. The Facilities shall be surrendered by the party using the Facilities of the other party in the same condition as they were accepted and shall cause to be removed from the Facilities all waste, garbage and rubbish resulting from such party's use of the Facilities.

J. The Board acknowledges and agrees that the County may charge a fee for:

1. Use of the County's water parks;
2. Use of the County's picnic pavilions on weekends;
3. Use of the County's swimming pools or golf courses for summer programs; and
4. Use of docents, instructors or tour guides in County museums or nature centers.

5. Use of Board Facilities by County User Groups.

A. The Board agrees to make the Board Facilities available for use by the County User Groups at no cost or expense to the County User Groups according to the Priority of Use, except as otherwise provided for in this Agreement. Use of the Board Facilities by the County User Groups shall depend on availability and shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the Board's rules, regulations and policies governing the use of Board Facilities; (iii) any bond or grant obligations pertaining to the use of the Board Facilities; and (iv) all applicable

local, state and federal laws. In the event that a conflict arises regarding the use of a Board Facility between a County User Group and a School Board lessee, the Dispute Resolution process set forth in Section 8 shall be followed and in the event that the parties are unable to reach a mutually agreeable resolution, the conflict shall be resolved by the Board's Chief Operating Officer, whose decision shall be final.

B. Prior to being granted access to any of the Board Facilities, each County User Group shall be required to obtain a Facility Use Permit from the County. The Facility Use Permit shall, at a minimum, require the County User Group to:

1. provide proof of insurance for such coverages and amounts as may be required by the Board's Director of Employee Benefits and Risk Management when Board Facilities are to be utilized and name the Board as an additional insured;

2. protect, defend, reimburse indemnify and hold the Board, its agents, employees and elected officers harmless from and against all claims, liability, expenses, costs, damages and causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising from or in anyway connected to the County User Group's use of the Board Facilities;

3. provide adequate supervision of its own activities to prevent bodily harm to the users or damage to the facilities, taking into consideration the types of activities planned;

4. return the Board Facilities in the same condition as they were accepted and to remove all waste, garbage and rubbish resulting from the County User Group's use of the Board Facilities;

5. notify the Board of any damage to the Board Facilities resulting from the County User Group's use of the Board Facilities and reimburse the Board for the actual costs to repair the damage.

C. The Facility Use Permit issued by the County shall also indicate that the Facility Use Permit may be revoked or suspended by the County and the Board may deny access to the Board Facilities for failure to comply with the terms and conditions of the Facility Use Permit.

D. The County User Groups shall be required to submit all requests for use of the Board Facilities in writing in the form attached hereto as Exhibit "B" to the Director of Recreation Services no less than forty five (45) days prior to the date the County User Group desires to use the Board Facility. The Director of Recreation Services shall coordinate scheduling of the use of the Board Facility with the Principal responsible for the management of the Board Facility or his or her designee. The Board shall be responsible for ensuring that a written response to the request is provided to the Director of Recreation Services within fifteen (15) days of the date of the Director of Recreation Services' request. In the event a request is denied, the reason for denial shall be stated in the written response.

E. Notwithstanding any provision of this Agreement to the contrary, the Board shall not be obligated to make the Board Facilities available for use by a County User Group for tournaments or any events where admission or concession fees or charges will be collected or imposed by the County User Group.

6. Maintenance/Repair of Facilities.

The parties acknowledge and agree that either party may deny a request for use of a Facility to perform maintenance or repairs to the Facility.

7. Notification of Responsibilities under Agreement.

The Board agrees to notify the Board's Principals of the terms and conditions of this Agreement and the Board's commitment to make the Board Facilities available to the County and County User Groups in accordance with the Priority of Use.

8. Dispute Resolution.

In the event an issue arises which cannot be resolved between the Board's Principal and the Director of Recreation Services regarding the use or availability of a Facility, the dispute shall be referred to the Board's Chief Operating Officer and the Director of the County's Parks and Recreation Department who shall both make a good faith effort to resolve the dispute.

9. Acceptance of Facilities.

Neither party shall be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the other party or County User

Groups. The parties and County User Groups shall accept the Facilities in their "As is", "Where is" condition. The parties acknowledge and agree that neither party has made any warranties or representations to the other party regarding the Facilities, including, but not limited to, any representations or warranties regarding the suitability of the Facilities for use by the other party or County User Groups.

10. License.

Notwithstanding any provision of this Agreement to the contrary, the use of the Facilities by either of the parties or the County User Groups shall only amount to a license to use the Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever. The parties agree that nothing in this Agreement shall be construed as granting either party or the County User Groups any title, interest or estate in the Facilities.

11. Default.

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

12. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party: (i) without cause upon thirty (30) days prior written notice to the other party or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Section 11 above.

13. Annual Appropriation.

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

14. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO COUNTY:

Director of Parks and Recreation
Palm Beach County Department of Parks and Recreation
2700 Sixth Avenue South
Lake Worth, Florida 33461

IF TO BOARD:

Director of Real Estate Services Department
3661 Interstate Park Road N., Suite 200
Riviera Beach, Florida 33404

15. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

16. Subordination to Bond and Grant Obligations.

The parties acknowledge that certain Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Agreement shall be subject and subordinate to any such covenants, restrictions and obligations. Notwithstanding any provision of this Agreement to the contrary, the parties shall not be obligated to make any Facility available for use by the other party or County User Groups in a manner which either party has determined, in its sole discretion, would be contrary to any of its bond or grant obligations, including, but not limited to, making any of the Facilities available at no cost when such an action would be contrary to either party's bond or grant obligations.

17. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

18. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

19. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

20. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

21. Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

22. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

24. Construction.

Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

25. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

26. Effective Date/Term.

This Agreement shall become effective when signed by both of the parties, approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of non-renewal to the other party thirty (30) days prior to the expiration of the then current term.

27. Prior Agreement.

The parties agree that certain Interlocal Agreement entered by and between the County and the Board for Mutual Use of Recreational Facilities dated December 2, 2003 (R2003-1973) shall terminate upon the effective date of this Agreement, and the parties shall be released from all further obligations arising thereunder after such termination. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall not be construed as requiring the parties to modify or terminate any agreement entered into by either of the parties with any of the County User Groups relating to the use of the Facilities prior to the effective date of this Agreement.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

**Sharon R. Bock
Clerk & Comptroller**

By: _____
Deputy Clerk

By: _____
, Chair

(SEAL)

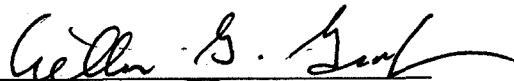
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

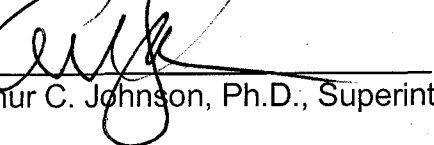
APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: 
Director, Parks & Recreation Dept.

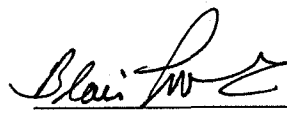
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY 
William G. Graham, Chairman

BY 
Arthur C. Johnson, Ph.D., Superintendent

Board Approval Date: 11/12/08

REVIEWED AND APPROVED AS TO LEGAL FORM


School Board Attorney

Date: 11/7/08

EXHIBIT "A"
COUNTY USER GROUPS

| | |
|---|--|
| Acreage Athletic League | PB United Soccer |
| AYSO Region #1370 Soccer | PBSO Pal Baseball |
| AYSO Region 345 Soccer | PBSO Pal Football and Cheerleading |
| Boca Juniors Soccer | South Florida Youth Association - Bombers Softball |
| Caloosa Park Girls Softball League | Special Olympics |
| Delray Soccer Inc. | St. Jude In-Line Hockey |
| East Boynton Beach Little League Challenger Program | Summit Christian School |
| Glades Youth Baseball | Super Y Academy Soccer |
| Glades Youth Football | SWARA |
| Jupiter Tequesta Athletic Association | The Future Travel Baseball |
| Kicks Soccer Club | VSA |
| Lake Lytal / Santaluces Baseball | W.B. Flag Football and Cheerleading |
| Lake Lytal Lassie League Softball | W.B. Football League, Inc. |
| Lake Worth Sharks | W.B. Girls Fastpitch |
| North Palm Beach County Little League (NPBCLL) | W.B. Lady Bandits Softball |
| Okeeheltee Youth Baseball | W.B. Little League Baseball |
| Palm Beach County Youth Football League (PBCYFL) | W.B. Travel Baseball |
| PB Buzz Softball | West Boca Blazers Travel Basketball |
| PB Dream Catchers Softball | West Boca Recreation Basketball |
| PB Hornets Soccer | Western Communities Football League and Cheerleading |
| PB Pride Softball | |

EXHIBIT "B"



**PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT
and the
SCHOOL BOARD OF PALM BEACH COUNTY**



FACSIMILE COVER SHEET

DATE: _____ TIME: _____

TO: _____

PHONE: _____ FAX: _____

FROM: _____

PHONE: _____ FAX: _____

NUMBER OF PAGES (Including cover page): _____

**Interlocal Agreement between Palm Beach County and the School Board of
Palm Beach County for the mutual use of recreational facilities.**

This is page one (1) of a request for use of a facility under the terms of the Interlocal Agreement between Palm Beach County and the School Board of Palm Beach County for the mutual use of recreational facilities, dated December 3, 2008. Please refer to the entire document for the complete information. In an effort to expedite the request process selected information is presented here.

Stated within the agreement under the "Purpose", is to provide facilities at no cost except for those specifically listed in the agreement. No charge shall be considered valid unless specifically stated in the terms of the Interlocal Agreement.

Any additional documentation required by either party in relation to this request, for example "Lease Agreement", "Rental Permit" or "Permit Requirement Acknowledgement" must state the parties as "Palm Beach County" and the "School Board of Palm Beach County". Only official representatives of Palm Beach County and the School Board of Palm Beach County may sign these documents.

EXHIBIT "B"

**PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT
and the
SCHOOL BOARD OF PALM BEACH COUNTY**



This is page two (2) of a request for use of a facility under the terms of the "Interlocal Agreement between Palm Beach county and the School Board of Palm Beach county for the mutual use of recreational facilities", dated December 3, 2008.

| | | | |
|--|----------------------|--|----------------------------|
| REQUESTING ORGANIZATION INFORMATION: | | <input type="checkbox"/> PBC Parks and Recreation OR <input type="checkbox"/> PBC School Board | |
| _____ (ORGANIZATION NAME) | | | |
| _____ (STREET ADDRESS) | | _____ (CITY) | _____ (ZIP CODE) |
| _____ (ACTIVITY) | _____ (SEASON) | _____ (# OF PARTICIPANTS) | _____ (# OF SPECTATORS) |
| REQUESTOR CONTACT INFORMATION: | | | |
| _____ (FIRST NAME) | _____ (LAST NAME) | _____ (PHONE NUMBER) | _____ (FAX NUMBER) |
| _____ (OTHER CONTACT NUMBER) | | _____ (EMAIL ADDRESS) | |
| FACILITY REQUEST INFORMATION: | | <input type="checkbox"/> New Request <input type="checkbox"/> Repeat Request | |
| _____ (FACILITY NAME: SCHOOL OR PARK) | | _____ (OTHER PERTINENT INFORMATION) | |
| <input type="checkbox"/> Mon. <input type="checkbox"/> Tues. <input type="checkbox"/> Wed. <input type="checkbox"/> Thur. <input type="checkbox"/> Fri. | | <input type="checkbox"/> Sat. <input type="checkbox"/> Sun. | |
| FROM: _____ AM/PM TO: _____ AM/PM STARTS: _____ ENDS: _____ | | FROM: _____ AM/PM TO: _____ AM/PM STARTS: _____ ENDS: _____ | |
| SIGNATURES: | | | |
| _____ <input type="checkbox"/> Requesting Principle | | _____ Date | |
| <input type="checkbox"/> Director of Recreation Services | | | |
| <input type="checkbox"/> Approve | | <input type="checkbox"/> Disapprove | |
| Reason if Disapproved: _____ _____ _____ | | | |
| _____ <input type="checkbox"/> Principle | | _____ Date | |
| <input type="checkbox"/> Director of Recreation Services | | | |

Exhibit C

School Board of Palm Beach County Standard Facility Operating Hours

The Board Agrees to make the Board Facilities available for use by the County according to the Priority of Use, at no cost or expense to the County and in accordance with the following maximum operational hours for indoor Board Facilities:

When School is in session:

Weekdays (Monday through Friday): From the close of the school day until 9:30 pm

Saturdays: From 8:00 am to 9:30 pm

Sunday: From 8:00 am to 1:00 pm

When School is out of session (Summer break and Spring Break)

Weekdays (Monday through Thursday): From 8:00 am until 9:30 pm

Fridays, Saturdays, Sundays: Closed

The identified maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and the Director of the County's Parks and Recreation Department with a formal amendment to this Agreement. The maximum operational hours do not apply to outdoor facilities.

The Board agrees to consider allowing County User Groups to enter separate lease agreements/rental agreements for the use of Board Facilities during the times that the Board Facilities are otherwise closed subject to the terms set forth by the Board.