

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Reporting Category _____

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

There is no fiscal impact associated with this item.

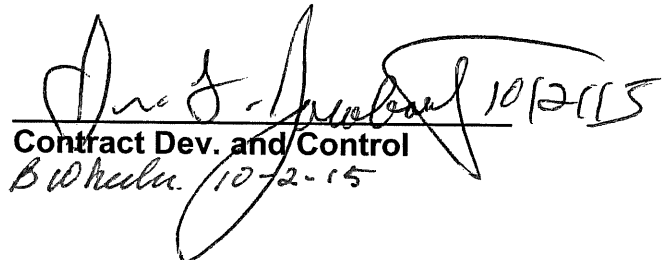
C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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


9/30 9/30 OFMB JPW


Contract Dev. and Control
B Wheeler 10-2-15

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**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; and

WHEREAS, the County and the Board have benefited from cooperative Interlocal Agreements since 1981.

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 located on real property owned by the respective parties and provide a procedure for authorizing the use of County recreational facilities by Board affiliated athletic and recreation groups and 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 on real property 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; athletic fields; and classrooms and associated parking lots when accessory to an approved recreational use.

B. "County Facilities" and "County Facility" mean facilities on real property 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; meeting rooms; tennis, racquetball and basketball courts; associated parking lots and athletic fields.

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

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

E. "County User Groups" mean those organized youth and therapeutic 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.

F. "Board Activities and Programs" means School Board athletic teams and other school groups engaging in athletic, recreational or fitness activities.

G. "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 as well as school facility leases under certain conditions. Certain conditions are further defined as new lease requests received before new County User Group requests and not unduly conflicting with a historical County User Group's use of the facility.

2. Municipal activities and programs: 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 as a one-time capital payment for minor or non-capital projects paid over a three (3) year period, 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 Support Operations in consultation with the Area Superintendent on behalf of the Board and the Assistant Director on behalf of the County. The 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. The Board shall not unnecessarily limit space availability due to leasing activities; and

4. Municipal activities and programs pursuant to a separate interlocal agreement entered into by the Board before or 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;
2. Board activities and programs pursuant to this Agreement; and
3. Other facility rentals.

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 Assistant Director 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 deposited in provided containers or 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 and amphitheaters;
2. Use of the County's picnic pavilions on weekends;
3. Use of the County's swimming pools with the exception of competitive school teams or classes conducting fitness, swim test or water safety training;
4. Use of the County's golf courses with the exception of competitive school teams; and
5. Use of docents, instructors or tour guides in County museums or nature centers.

K. Notwithstanding any provision of this Agreement to the contrary, the County shall not be obligated to make the County Facilities available for use by the Board for any special event or camp where fundraising, registration, admission or vendor fees or charges will be collected or imposed by the Board.

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 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 in the amounts listed below required by the Board's Director of Risk and Employee Benefits :

Commercial General Liability \$1,000,000/\$2,000,000

(Board must be endorsed by CG 20 10 and 20 37. Board must be listed as additional insured. CGL must include Medical Expense, unless participant coverage is required)

Workers' Compensation (Per F.S 440) \$500,000/\$500,000/\$500,000

Employers Liability \$500,000/\$500,000/\$500,000

(Required if employees provide work in conjunction with the facility use.)

Business Automobile Liability \$500,000

(Required if commercial autos are used on Board facilities.)

Participant Accident Coverage \$25,000

(Required if County User Group utilizes Board facilities for any type of athletic activities. Examples are; team sports like soccer, football, tennis, tournaments, practice, swim and gymnastic meets, and dance/cheer competitions. Karate, dance recitals, fitness class, and any other activity that meets the definition of an athletic activity. This includes games, camps or practice.)

In the event of loss, damage or injury to the County User Group's property, the County User Group shall look solely to any insurance in its favor without making any claim against the Board. The County User Group hereby waives any right of subrogation against the Board for loss, damage or injury within the scope of the County User Group's insurance, and on behalf of itself and its insurer, waives all such claims against the Board.

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 Assistant Director no less than forty five (45) days prior to the date the County User Group desires to use the Board Facility. The Assistant Director 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 Assistant Director within fifteen (15) days of the date of the Assistant Director's request. In the event a request is denied, the reason for denial shall be stated in the written response.

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

1. Use of the Board's auditoriums and theaters, which shall be consistent with Board policy 7.18; and
2. Use of the Board's swimming pool, which shall be consistent with Board policy 7.185.

F. 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 camps, tournaments or any events where admission or vendor fees or charges will be collected or imposed by the County User Group.

6. Use of County Facilities by Board Activities and Programs.

The County agrees to make the County Facilities available for use by the Board Activities and Programs at no cost or expense to the Board according to the Priority of Use, except as otherwise provided for in this Agreement. Use of the County Facilities by the Board Activities and Programs shall depend on availability and 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 County Facilities; (iii) any bond or grant obligations pertaining to the use of the County Facilities; and (iv) all applicable local, state and federal laws. In the event that a conflict arises regarding the use of a County Facility between a Board Activities and Programs group and a County 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 County's Director of Parks and Recreation, whose decision shall be final.

7. 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.

8. 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.

9. Dispute Resolution.

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

10. 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.

11. 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.

12. 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.

13. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party: (i) without cause upon ninety (90) 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.

14. 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.

15. 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 Planning and Intergovernmental Relations
3300 Forest Hill Boulevard, Suite B-102
West Palm Beach, FL 33406

16. 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.

17. 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.

18. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression or genetic information 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.

19. Captions.

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

20. 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.

21. 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.

22. Incorporation by Reference.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 five (5) years with one five (5) year renewal, unless either party provides a written notice of intent to terminate the agreement to the other party ninety (90) days in advance of the renewal date.

28. 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, 2008 (R2008-2241) 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.

29. Inspector General.

A. The County agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the County with regard to this

Agreement. The County employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the County understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

B. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Board, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

30. No Third Party Beneficiaries

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement including but not limited to any citizen or employees of the County and/or Board.

31. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the other's or the County User Groups' use of the Facilities, or exercise of the rights granted hereunder. Each party shall promptly cause any lien imposed against the Facility of the other party relating to the use of Facilities under this Agreement to be discharged or transferred to bond.

32. No Agency Relationship.

Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

33. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

34. Survival.

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

35. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

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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: _____
Shelley Vana, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney


APPROVED AS TO TERMS AND
CONDITIONS

By: 
Director, Parks & Recreation Dept.


THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

By: 
Chuck Shaw, Chairman

Board Approval Date: 9/16/15

By: 
Robert M. Avossa, Ed.D., Superintendent

REVIEWED AND APPROVED AS TO
LEGAL FORM

 Digitally signed by Blair
Littlejohn
Date: 2015.08.27 15:59:57
-04'00'

School Board Attorney

EXHIBIT "A"
COUNTY USER GROUPS

Acreage Athletic League (AAL)	Okeeheelee Youth Baseball, Inc.
American Legion Post #164	Palm Beach Coralytes Synchronized Swimming
AYSO Region #1370 Soccer	Palm Beach County Youth Football League (PBCYFL)
AYSO Region #345 Soccer	Palm Beach Heat (Baseball)
Belle Glade Baby Raiders YS, Inc.	Palm Beach Lacrosse
COBRA Varsity Baseball League, Inc.	PBSO PAL
Delray Beach Athletic Club, Inc.	Seminole Palms Youth Baseball
East Coast Aquatic Club – Swim Team (ECAC)	Southwest Area Recreation Association(SWARA)
Jupiter Diving (Swim Team)	Special Olympics
Jupiter Dragon Swim Team	Very Special Arts (VSA)
Jupiter Tequesta Athletic Association (JTAA)	West Boca Basketball, Inc.
Lake Lytal Lassie League	West Boynton Flag Football
Lake Lytal Lightning Swim Teams	West Boynton Football League (WBFL)
Lake Lytal/Santaluces Winter Baseball, Inc.	West Boynton Girls Fastpitch
North Palm Beach County Little League (NPBCLL)	West Boynton Little League Baseball

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



This is a request for use of a facility under the terms of the "Inter-local Agreement
between Palm Beach County and the School Board of Palm Beach County
for the Mutual Use of Recreational Facilities."



REQUESTING ORGANIZATION INFORMATION:		<input type="checkbox"/> PBC Parks and Recreation OR <input type="checkbox"/> PBC School Board	
_____ <small>(ORGANIZATION/ NAME)</small>		_____ <small>(PHONE NUMBER)</small>	_____ <small>(E-MAIL ADDRESS)</small>
_____ <small>(STREET ADDRESS)</small>		_____ <small>(CITY)</small>	_____ <small>(ZIP CODE)</small>
REQUESTOR CONTACT INFORMATION:		<input type="checkbox"/> County User Group OR <input type="checkbox"/> PBC School Board	
_____ <small>(FIRST NAME)</small>	_____ <small>(LAST NAME)</small>	_____ <small>(PHONE NUMBER)</small>	_____ <small>(FAX NUMBER)</small>
_____ <small>(OTHER CONTACT NUMBER)</small>		_____ <small>(E-MAIL ADDRESS)</small>	
FACILITY REQUEST INFORMATION:		<input type="checkbox"/> New Request <input type="checkbox"/> Repeat Request	
_____ <small>(FACILITY NAME: SCHOOL OR PARK)</small>		_____ <small>(OTHER PERTINENT INFORMATION)</small>	
<div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> Mon. <input type="checkbox"/> Tues. <input type="checkbox"/> Wed. <input type="checkbox"/> Thur. <input type="checkbox"/> Fri. FROM: _____ AM/PM TO: _____ AM/PM DATES: STARTS: _____ ENDS: _____ TOTAL DAYS: _____ </div>		<div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> Sat. <input type="checkbox"/> Sun. FROM: _____ AM/PM TO: _____ AM/PM DATES: STARTS: _____ ENDS: _____ TOTAL DAYS: _____ </div>	
Game and Practice schedules must be submitted with the request -- PLEASE ATTACH			
_____ <small>(ACTIVITY)</small>	_____ <small>(SEASON)</small>	+ _____ = _____ <small>(# OF PARTICIPANTS) (# OF SPECTATORS)</small>	_____ <small>(TOTAL # OF PEOPLE AT FACILITY)</small>
SIGNATURES:		Note: Formula = 1.5 spectators per participant per day.	
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Requesting Principal <input type="checkbox"/> Parks and Recreation Assistant Director/Designee: _____ </div> <div> _____ Date </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Approve Reason if Disapproved: _____ _____ _____ </div> <div> <input type="checkbox"/> Disapprove </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Principal <input type="checkbox"/> Parks and Recreation Assistant Director/Designee: _____ </div> <div> _____ Date </div> </div>			

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 and outdoor 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 (except for those County programs previously approved for alternate hours.)

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

Weekdays (Monday through Thursday):	From 8:00 am until 9:30 pm
Fridays, Saturdays, Sundays:	Closed

School Holidays and Winter Break:

The Board Facilities will be closed the day of the school holiday plus any immediately preceding or following weekend days (i.e. the weekend preceding a Monday National Holiday or following Thanksgiving). The Board Facilities will also be closed for the entire Winter Break (traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's).

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.