

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 12, 2022

Consent     Regular  
 Ordinance     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: an Interlocal Agreement with the School Board of Palm Beach County for mutual use of recreation facilities at West Boynton District Park and Park Vista Community High School facilities and parking. The initial term of the Agreement is for one (1) year effective July 12, 2022 through July 11, 2023 and shall be automatically renewed up to four (4) additional consecutive one (1) year terms.

**Summary:** This Agreement continues mutual use of recreation and associated parking facilities at West Boynton District Park and Park Vista Community High School beyond the scope of the existing School Board Interlocal Agreement (R2015-1501).

This Agreement enables students and faculty of Park Vista Community High School to use the major league baseball field, softball field, multi-purpose fields, batting cages, health trail and associated park amenities at West Boynton District Park. It provides for public use of Park Vista Community High School's tennis courts, multi-purpose courts and primary parking lot, County use of the gym, portable classrooms and associated restrooms for summer camp, and use of open space for employee parking. The School Board approved this Agreement at its May 11, 2022 meeting. District 2 (AH)

**Background and Justification:** Part I of Chapter 163, Florida Statutes, permits public agencies, to enter into Interlocal agreements to jointly exercise any power, privilege, or authority which such agencies share in common and which might be exercised separately. In 2005, the County and the School Board entered into an Agreement (R2005-0899) for West Boynton District Park and Park Vista Community High School enabling shared use of their co-located recreational facilities at no cost. The Agreement was renewed in 2010, (R2010-0920) and in 2016 (R2016-0386).

**Attachment:** Interlocal Agreement

Recommended by:   
Department Director

6-22-22  
Date

Approved by:   
Assistant County Administrator

7/6/2022  
Date

**II. FISCAL IMPACT ANALYSIS**


**Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>		Yes	_____	No	<u>X</u>
<b>Does this item include use of federal funds?</b>		Yes	_____	No	<u>X</u>

Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ / Revenue Source \_\_\_\_\_ Program \_\_\_\_\_

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

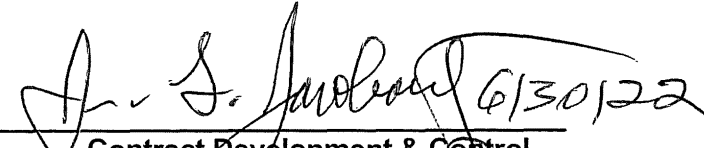
There is no fiscal impact with this item.

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

*for review  
action  
6/28/22*  
ASD/CA 6/24/22  
 OFMB *6/23/22*

 6/30/22  
 Contract Development & Control  
*6-30-22*

**B. Legal Sufficiency:**

Anne Delmont 7/5/22  
 Assistant County Attorney

**C. Other Departmental Review:**

\_\_\_\_\_  
 Department Director

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 MUTUAL USE OF  
RECREATIONAL FACILITIES AT WEST BOYNTON DISTRICT PARK AND  
FACILITIES AND PARKING AT PARK VISTA COMMUNITY HIGH SCHOOL**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of 2022 by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as "School Board," each one constituting a public agency as defined in Part 1 Chapter 163, Florida Statutes, hereinafter referred to collectively as the "parties".

**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 the School Board recognize the benefit to be derived by all the citizens of the County when the County and the School Board jointly utilize the facilities of the other and, thereby, minimize duplication of facilities; and

**WHEREAS**, County owns, operates and maintains West Boynton District Park hereinafter referred to as "Park" which includes baseball fields, softball fields, multipurpose fields, a recreation center, open park space, skate park, batting cages, playground, heart trail, sand volleyball courts, concession buildings, press box buildings, associated restrooms, storage, pavilions and parking areas, legally described in Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, School Board desires to have first priority of use of the Park 's major league baseball field #10 and softball field #8 (hereinafter "Fields") as depicted in Exhibit "B", attached hereto and incorporated herein, for the facilitation of the Florida High School Activities Association ("FHSAA") softball and baseball programs; and

**WHEREAS**, School Board desires the use of the Park's Multipurpose Fields (hereinafter "Multipurpose Fields") for after-school activities and other Park amenities as may be available when not being used or maintained by the County, as depicted in Exhibit "B", attached hereto and incorporated herein; and

**WHEREAS**, School Board desires the use of the Park's heart trail, softball field #8 and baseball field #10 for physical education activities during the school day; and

**WHEREAS**, County is receptive to School Board's request to utilize the Fields for seasonal play related to the FHSAA softball and baseball programs, use of the heart trail and fields #8 and #10 for school physical education activities, use of other Park amenities, and the Multipurpose Fields after school for after-school activities, as provided for under the terms of this Agreement, provided the County retains its priority use of the Fields, Multipurpose Fields and Park amenities at times of the day and week that do not conflict with the School Board's use of the Fields for seasonal play and the Multipurpose Fields for after-school activities; and

**WHEREAS**, School Board has a gymnasium, modular classrooms, ("Classrooms") and associated restrooms, multipurpose courts, tennis courts ("Courts") and parking areas all as depicted in Exhibit "C", attached hereto and incorporated herein (the gymnasium, Classrooms, Courts and parking areas are hereinafter sometimes collectively referred to as the "Board Facilities"); and

**WHEREAS**, School Board is receptive to County's request to use the gymnasium, Courts, parking areas, Classrooms, and associated restrooms as provided under the terms of this Agreement, provided the School Board retains its priority for School Board activities and programs; and

**WHEREAS**, the County and the School Board desire to define their cooperative roles for the effective and efficient utilization of Fields, Park amenities, gymnasium, Courts, parking areas and Classrooms; and

**WHEREAS**, the County and School Board desire to enter into this Agreement; and

**WHEREAS**, entering into this agreement serves a public purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows;

1. The above recitals are true and correct and incorporated herein by reference.
2. For the purpose of this Agreement, "Season" is defined as the period of FHSAA seasonal play and related activities for baseball and softball, generally beginning January 11 and ending May 31 annually, and may vary from year to year. School Board shall be permitted to use and occupy the Fields during the Season for seasonal play. A member of the School Board staff shall be on-site at the Fields to supervise seasonal play at all times the Fields are in use for practice and games. During the Season, the School Board shall have priority of use of the Fields for practice and games on weekdays between the hours of 3:00 P.M. and 11:00 P.M., on Saturdays between the hours of 9:00 A.M. and 3:00 P.M., and for practice and games at other times which shall be arranged in advance with the County's Parks and Recreation Department Director or designee.

During times that the Fields are being used for seasonal play, the School's General Parking Area shall be open and available for use by School Board and Park patrons as depicted in Exhibit "C".

3. To avoid scheduling conflicts, aid in planning, and assist in better accommodation of requests, the School Board shall submit, in writing, a schedule of all FHSAA softball and baseball games for the Season, at the earliest possible date, to the Palm Beach County's Parks and Recreation Department Director or designee.
4. For the purpose of this Agreement, "After-school" is defined as the period between 3:00 pm and 5:30 pm, Monday through Friday, during the school year, generally beginning August 16 and ending June 4 annually, and may vary from year to year. School Board shall be permitted to use and occupy one or more of the Multipurpose Fields during After-school time except during periods of maintenance or Multipurpose Field renovation. From time to time, the County may desire to utilize the Multipurpose Fields during After-school time for a County program or event. In the event an issue arises which cannot be resolved between the Principal and the West Boynton Recreation Facility Manager regarding the use of the Multipurpose Fields, the dispute shall be referred to the School 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. If a good faith effort cannot be made regarding the use of the Multipurpose Fields, the County's Parks and Recreation Department shall make the final decision regarding County property.
5. The School Board may also request and be permitted access to County softball field #8 and baseball field #10, during school hours on a rotational basis, for physical education class activities, provided the use does not create an inordinate amount of wear and tear on the fields. If the County determines there to be significant wear and tear on the Fields from this use, degrading the natural turf for softball/baseball play, the County could deny access. If this were to occur, the Board may assist with natural turf repair costs to continue use. The Board agrees to work with Park staff in scheduling activities on a rotational basis to allow for Field maintenance to take place and wear to be evenly distributed. See Exhibit "B" for locations.

6. The County shall keep the Fields and Multipurpose Fields reasonably safe for public use. The County shall provide year round maintenance and operational support for the Park, Fields and Multipurpose Fields, and County is responsible for water and electric utility service. For the purpose of this Agreement, year round operational support shall include weekly mowing, fertilizing, weed spraying, irrigation wells, pumps, irrigation heads, irrigation zone controls, irrigation piping and electric. The County shall deliver the Fields to the School Board in first class condition at the commencement of each Season. During Season, the School Board shall provide and fund labor, maintenance and materials necessary to prepare the Fields for regular season play, post-season play, tournaments, special events held by the School Board, and provide the necessary labor, maintenance and materials in excess of what would normally be provided by the County. The School Board acknowledges and agrees that the County shall not incur any additional costs due to School Board's use of the Fields. The County acknowledges and agrees that additional maintenance needs caused by the County's use of the Fields, during Season, shall be the responsibility of the County.
7. During Season, the School Board shall be given access to the press box and scoreboards associated with the Fields for practice and games on weekdays between the hours of 3:00 P.M. and 11:00 P.M., on Saturdays between the hours of 9:00 A.M. and 3:00 P.M., and for practice and games at other times which shall be arranged in advance with the County's Parks and Recreation Department Director or designee. The County shall be responsible for all utilities, repairs and operational costs associated with the press box and scoreboards. Any damage to the press box or scoreboards caused by the School Board, its employees, agents, subcontractors or invitees shall be repaired by the School Board at its sole cost and expense.
8. The School Board shall be given access to one (1) County owned concession/storage building in the Park for operation during use of the Fields. The County will be responsible for all utilities associated with the concession building. The School Board built the concession building and agrees to maintain the building as long as the high school baseball and softball program utilize the building. Any repairs, operational costs, or damage to the concession building caused by the School Board, its employees, agents, subcontractors or invitees shall be repaired or paid for by the School Board at its sole cost and expense. Any repairs or modifications to the concession building require prior approval by the County's Parks and Recreation Director and all required permits.
9. The School Board shall be given year round access to a storage area in the press box situated between the Fields. Within the storage area, the School Board shall be permitted to operate a School Board owned ice machine. The School Board shall be responsible for repairs or replacement of the ice machine. The County shall be responsible for all utilities, repairs and operational costs associated with the storage area. Any damage to the storage area in the press box caused by the School Board, its employees, agents, subcontractors or invitees shall be repaired by the School Board at its sole cost and expense. No storage of material is permitted in the press box building's pipe chase. The County shall issue keys to the School Board, to access aforementioned areas of use.
10. The County shall permit School Board to place and maintain at the School Board's expense two (2) portable storage buildings; one each near Field #8 and Field #10. All costs associated with placement, repair and operation of the storage buildings shall be the responsibility of the School Board. All utilities shall be the responsibility of the County.
11. The School Board shall be permitted priority use of the batting cages located near the Fields during Season for practice and games on weekdays between the hours of 3:00 P.M. and 11:00 P.M., on Saturdays between the hours of 9:00 A.M. and 3:00 P.M., and at other times which shall be arranged in advance with the County's Parks and Recreation Department Director or designee, provided the County retains its priority use of the batting cages at times of the day and week that do not conflict with the School Board's use of the batting cages located near the Fields for seasonal play.
12. The County shall keep the batting cage supports, the batting cage fencing and roads and pathways leading to the batting cages reasonably safe for public use, in good

repair and condition throughout their estimated lifetime and prevent undue deterioration. The County is responsible for costs associated with maintenance and repair of such. The County shall be responsible for utilities associated with the operations of the batting cages. The School Board shall be responsible for the costs associated with the maintenance and repair of the batting cage netting, padding and flooring. The School Board shall be responsible for maintenance and repairs associated with specific high school training equipment.

13. The County shall keep the press box building, roads and pathways leading to the press box, storage area and batting cages reasonably safe for public use, in good repair and condition throughout their estimated lifetime and prevent undue deterioration. The County is responsible for costs associated with maintenance and repair of such. The County shall maintain fire prevention and sanitation in accordance with applicable health standards.
14. The School Board shall permit the County use of the Classrooms, gymnasium, and associated restrooms depicted in Exhibit "C" attached hereto for the use of the County sponsored Summer Camp. For the purpose of this Agreement, "Summer Camp" is defined as the period of time the School Board officially schedules summer break for School Board students, generally beginning June 4 and ending August 10 annually, and may vary from year to year. County shall be permitted to use and occupy the Classrooms, gymnasium, and associated restrooms during Summer Camp Monday through Friday from 7:00am until 6:00pm. The School Board shall provide access to Board Facilities for the facilities aforementioned areas of use.
15. The School Board shall permit the public access to the Courts on School Board property for recreation during normal park operating hours, beginning at the end of the normal school day, and at other times that do not conflict with the School Board's use of the Courts. The School Board shall provide access between the School and the County's Park property and maintain gate access points between the School and Park in the location(s) depicted in Exhibit "B". The County shall have the responsibility to unlock the gates for public use at the end of the normal school day and on days when school is not in session and to lock the gates when the Park closes in the evening. Public use of the Courts shall be subordinate to use by the School Board or County. The School Board shall be responsible for utilities and repairs, as well as service costs associated with the operation and maintenance of the Courts. Any damage to the School Board Facilities caused by the County, its employees, agents, subcontractors or invitees shall be repaired by the County at its sole cost and expense.
16. The School Board shall permit the use of the School Board's General Parking Area, depicted in Exhibit "C", for overflow parking at the request of the County and for use by the public who are using the Courts. The County shall be responsible for unlocking and locking the School Board's General Parking Area in connection with the County's use thereof. The School Board's General Parking Area shall be used for parking only and for no other use.
17. School Board permits the County year round use of the Maintenance Parking Lot, as depicted in Exhibit "C", for staging of small amounts of field maintenance materials, specifically clay, dirt and grass used to maintain the sports fields and small amounts of vegetative debris awaiting pick-up, and for vehicular parking purposes by County employees; provided that School Board reserves the right to install or construct and maintain a storage building or container in the Maintenance Parking Lot to support the School's athletic program. The County will be responsible for maintenance and repair of the Maintenance Parking Lot. Any damage to the Maintenance Parking Lot caused by the School Board, its employees, agents, subcontractors or invitees shall be repaired by the School Board at its sole cost and expense.
18. The School Board shall provide year-round maintenance and operational support for the Courts, gymnasium, General Parking Area, Classrooms, and associated restrooms including water and electric utility service. The School Board shall keep the Courts, gymnasium, Classrooms, and associated restrooms reasonably safe for public use with fire prevention and similar activities maintained for proper public safety. The County acknowledges and agrees that the School Board shall not incur any additional costs due to the County's use of the Courts, gymnasium, Maintenance Parking Lot, General Parking Area and Classrooms. The School Board shall keep buildings, roads,

trails and other structures and improvements in good repair and condition throughout their estimated lifetime to prevent undue deterioration and encourage public use.

19. Outside of Season, Afterschool, or Summer Camp, the priority of use of the Fields, Multipurpose Fields, Park amenities, and Courts and gymnasium shall be in accordance with the Interlocal Agreement for the Mutual Use of Recreational Facilities dated October 20, 2015 (R2015-1501), as may be amended from time to time.
20. County and School Board each agree to provide adequate supervision of activities organized by it to prevent bodily harm to the participants in its activities, and property damage when occupying the other party's property.
21. The School Board and County each agree that they shall not do, or cause to be done, any act in, on, or upon the Park, Fields, Multipurpose Fields, Park amenities or Board Facilities, which may result in damage or depreciation of the value to the Park, Fields, Park amenities or Board Facilities, or any part thereof.

Each party shall not dispose of, nor allow the disposal of, any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents in the Park, Fields, Multipurpose Fields, Park amenities or Board Facilities in any manner not permitted by law. In the event of discovery of such disposal, the School Board or County shall immediately report such occurrence to the other party, indicating what is being disposed of, and where and how disposal has taken place. The party violating the provisions of this Section shall be responsible for all costs of cleanup, including fines imposed by any applicable agency for contaminants placed on the property of the other party after the Commencement Date of this Agreement. In the event the Board Facilities are damaged during the time that they are open for public use or County Sponsored Activities, respectively, the School Board shall notify the County in writing of the damage and the County shall reimburse the School Board for the actual costs to repair the damage. In the event that the Park, Fields, Multipurpose Fields or Park amenities are damaged during the time that they are being used by the School Board for Seasonal Play, during after school programs, or special events, the County shall notify the School Board in writing of the damage and the School Board shall reimburse the County for the actual costs to repair the damage.

22. This Agreement shall become effective when signed by both parties hereto (hereinafter "Commencement Date"). The initial term of this Agreement shall be for one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless it is terminated by either party in accordance with the termination provisions of this Agreement.
23. The School Board and the 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 School 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, agents and officers. 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 consent to be sued by third parties.
24. 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 the 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 those required under Florida Statutes, Section 768.28, as may be amended from time to time 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 School 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 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.

25. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All Notice shall be addressed to the following:

**As to the County:**

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

With a copy to:

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

With a copy to:

Palm Beach County  
Attn: County Attorney  
301 N. Olive Ave., Suite 601  
West Palm Beach, FL 33401

**As to School Board:**

Director, Planning and Intergovernmental Relations  
The School District of Palm Beach County  
3661 Interstate Park Road North, Suite 200  
Riviera Beach, FL 33404

With a copy to:

Park Vista Community High School  
Attn: Principal  
7900 Jog Road  
Boynton Beach, FL 33467

With a copy to:

Office of Chief Counsel  
The School District of Palm Beach County  
3300 Forest Hill Boulevard  
West Palm Beach, FL 33406-5813

26. The parties are committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties warrant and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of their employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual



orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

27. In the event that either party's property is unavailable for use by the other party for the use provided in this Agreement as a result of the need for construction, unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, the owner of the property shall have no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the party seeking to use the other's property. Use of any property may be withheld or restricted by the owner of that property until construction or repairs are completed.
28. Access to Facilities:  
  
Both parties reserve the right to cancel in-progress or future programs/events on the Board Facilities and Park and/or restrict the access of program participants to the Board Facilities and/or Park facilities during an emergency, including but not limited to a pandemic, hurricane or other declared state of emergency.
29. School Board shall comply with the Palm Beach County Code, Article 2, Chapter 21, as the same may be amended, with respect to any and all rules, hours of operation, and/or any special event activity or use occurring on or about the Fields and Park.
30. The parties agree that, in the event the School Board is in default of its obligations under this Agreement, the County shall provide the School Board thirty (30) days written notice to cure the default. In the event the School Board fails to cure the default within the thirty (30) day cure period, the County shall have no further obligations under this Agreement. The parties also agree that, in the event the County is in default of its obligations under this Agreement, the School Board shall provide the County thirty (30) days written notice to cure the default. In the event the County fails to cure the default within the thirty (30) day cure period, the School Board shall have no further obligations under this Agreement. The Director of the Parks and Recreation Department is hereby authorized to provide such notice to the School Board. The Chief Operating Officer of the School Board is hereby authorized to provide such notice to the County.
31. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party, without cause, upon ninety (90) days prior written notice to the other party. This Agreement may also be terminated with cause upon expiration of the thirty (30) day cure period provided for in Section 29 above. The Director of the Parks and Recreation Department is hereby authorized to provide such notice to the School Board. The Chief Operating Officer of the School Board is hereby authorized to provide such notice to the County.
32. Upon termination for any reason, School Board shall remove its gear, equipment and/or other above-ground apparatus, as directed by the Parks and Recreation Department Director, and restore the Park, Fields, Multipurpose Fields, and any Park amenities to at least the same condition the Park, Fields, Multipurpose Fields or Park amenities were in prior to entering into this Agreement, normal wear and tear expected. Upon termination for any reason, County shall remove its equipment and/or personal property from the School Board's property.
33. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
34. 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.

35. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.
36. Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.
37. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
38. In the event an issue arises which cannot be resolved between the School Board's Principal and the Assistant Director of Parks and Recreation regarding the use or availability of a facility, the dispute shall be referred to the School 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. If a good faith effort cannot be made, School Board's Chief Operating Officer shall make the final decision regarding School Board property and the Director of the County's Parks and Recreation Department shall make the final decision regarding County property.
39. 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.
40. 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.
41. Neither party shall be required to make any improvements or repairs as a condition of use. The parties shall accept the properties and 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 their property and facilities, including, but not limited to, any representations or warranties regarding the suitability for use by the other party.
42. Notwithstanding any provision of this Agreement to the contrary, the use by either of the parties shall only amount to a license to use the other party's property and 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 any title, interest or estate.
43. 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.
44. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.
45. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
46. A copy of this Agreement shall be recorded with the Clerk of the Circuit Court and Comptroller by the County in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.
47. 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 Statute, in the same manner as a second degree misdemeanor.

Palm Beach County agrees and understands that except as otherwise required by law, it will provide the School Board's Office of Inspector General ("School Board's Inspector General") access to records related to this Agreement as required by School Board Policy 1.092(5)(e) and Policy 6.14(12).

48. The School Board and the County represent and warrant that each one shall be responsible for monitoring and complying with all applicable federal, state and local regulations and guidance for responding to COVID-19 during their use of the other's Facilities.

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IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:

Joseph Abruzzo,  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Robert S. Weinroth  
Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: Anne Delgent  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

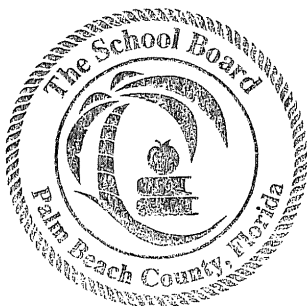
By: Eric Call  
Eric Call, Director  
Parks and Recreation Department

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: Blair Smith  
School Board Attorney

SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

By: Frank A. Barbieri, Jr.  
Frank A. Barbieri, Jr., Esq, Chairman



ATTEST:  
By: Michael J. Burke  
Michael J. Burke, Superintendent

\_\_\_\_\_  
Palm Beach County BCC Hearing Date

5/11/2022  
School Board Meeting Date

**EXHIBIT "A"**  
**WEST BOYNTON DISTRICT PARK**  
**LEGAL DESCRIPTION**

**A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 10,  
TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 10;**

**THENCE ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER, N  
03° 46' 08" E, FOR 1,795.40 FEET TO THE SOUTHERLY BOUNDARY OF THE  
SPRINGS PLAT NO. 1, RECORDED IN PLAT BOOK 80, PAGES 92 THROUGH  
95 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;**

**THENCE ALONG SAID BOUNDARY, S 89° 46' 15" W FOR 1,293.34 FEET;**

**THENCE CONTINUE ALONG SAID BOUNDARY AND THE SOUTHERLY  
EXTENSION THEREOF, S 03° 46' 12" W FOR 664.74 FEET;**

**THENCE N 88° 00' 00" E FOR 409.60 FEET;**

**THENCE S 02° 00' 00" E FOR 593.24 FEET TO A NON-TANGENT CURVE  
CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 301.00 FEET,  
WHERE THE RADIAL LINE BEARS S 71° 16' 49" E;**

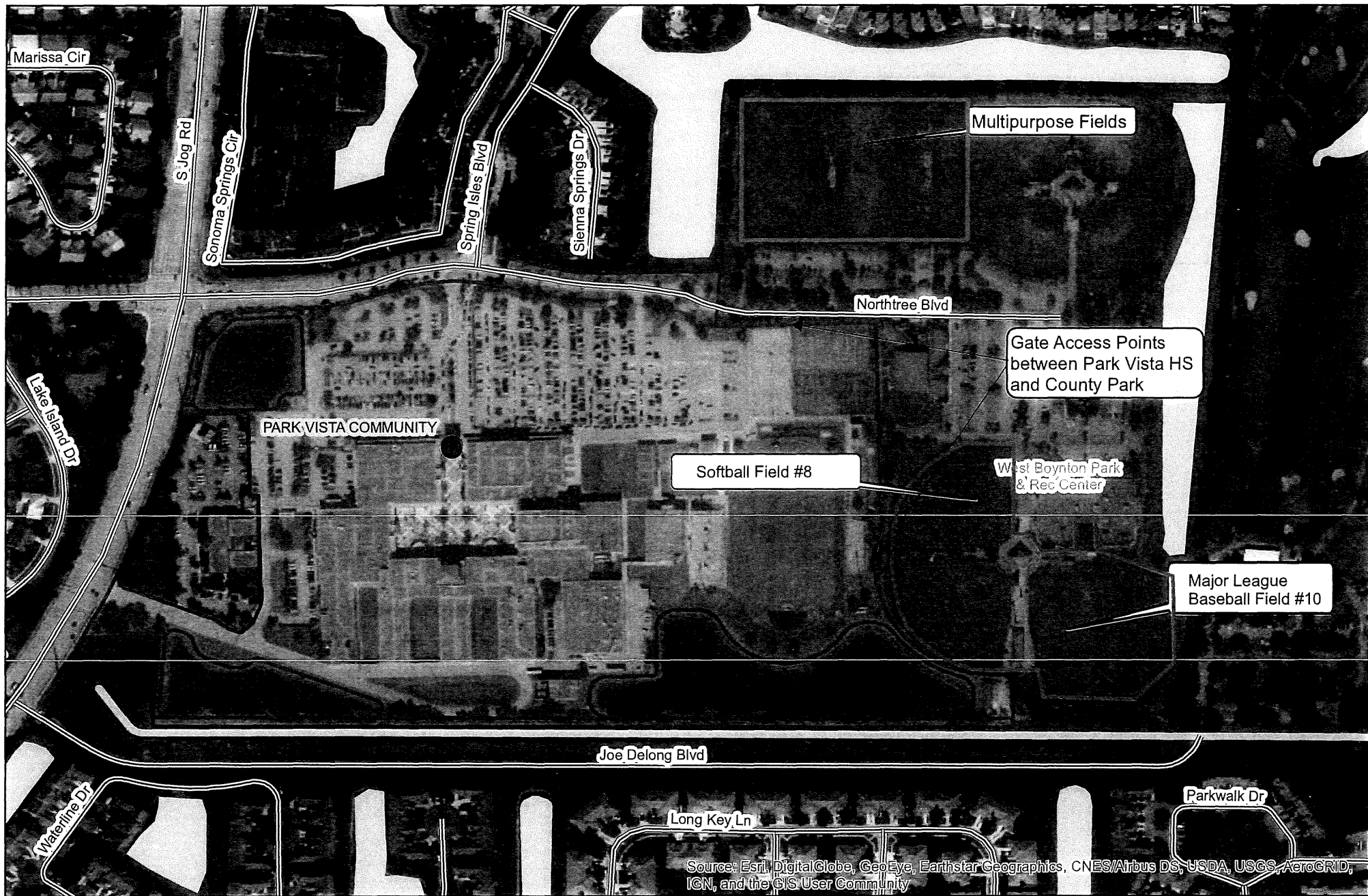
**THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT,  
THROUGH A CENTRAL ANGLE OF 113° 24' 18" FOR 595.77 FEET TO A  
POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE  
SOUTHWEST, HAVING A RADIUS OF 28.50 FEET;**

**THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT,  
THROUGH A CENTRAL ANGLE OF 94° 27' 21" FOR 46.98 FEET TO A POINT  
OF TANGENCY;**

**THENCE S 00° 13' 45" FOR 121.36 FEET TO THE SOUTH LINE OF THE SAID  
SOUTHEAST QUARTER;**

**THENCE ALONG THE SAID SOUTH LINE OF THE SOUTHEAST QUARTER,  
N 89° 46' 15" E FOR 448.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 39.678 ACRES, MORE OR LESS.**



### Park Vista Community High School - Exhibit "B"

- Park Vista HS
- ▬▬▬ Roads
- ▬▬▬ Waterways
- ▬▬▬ County Park
- ▭ School Boundary



9/9/2021 - S. Gilles  
ParkVista\_HS\_Exhibit\_B.mxd

**Palm Beach County School District**  
Planning & Intergovernmental Relations - GIS



3661 Interstate Park Rd N  
Riviera Beach, FL 33404










Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

### Park Vista Community High School - Exhibit "C"

Palm Beach County School District  
 Planning & Intergovernmental Relations - GIS

-  Park Vista HS
-  Waterways
-  School Boundary
-  Roads
-  County Park



12/13/2021 - S. Gilles  
 ParkVista\_HS\_Exhibit\_C.mxd



3661 Interstate Park Rd N  
 Riviera Beach, FL 33404