

Agenda Item #3.M.4.

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 3, 2026

[X] Consent  Regular  
[ ] Ordinance  Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: an Interlocal Agreement (Agreement) with the School Board of Palm Beach County (School Board) for the mutual use of recreation facilities. The initial term of this Agreement is for five (5) years, commencing retroactively on October 21, 2025 and shall be automatically renewed for one (1) additional five (5) year term.

**Summary:** This Agreement renews the longstanding Agreement of the mutual, no-cost use of recreational facilities owned by the School Board and the Parks and Recreation Department (Department). This cooperative arrangement has historically supported more efficient use of public assets, reduced the need for duplicative construction, and expanded opportunities for community programming. This Agreement outlines the procedures for requesting and authorizing the use of the recreational facilities and establishes the requirements for use by County-affiliated recreation organizations. The previous interlocal agreement (R2015-1501) expired on October 20, 2025. In order to avoid disruption of facility use, this Agreement will commence retroactively on October 21, 2025. The School Board approved this Agreement at its November 19, 2025 meeting. Countywide (AH)

**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 1981, the Department and School Board entered into an interlocal agreement which was renewed on December 2, 2008 (R2008-2241), and on October 20, 2015 (R2015-1501), which enabled the Department and School Board the mutual use of each other's recreational facilities. The Department and School Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of similar facilities and increasing recreational opportunities. This Agreement replaces and supersedes the prior interlocal agreements.

**Attachment:**

1. Interlocal Agreement

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Recommended by: Aleney E. Ciuilli  
Department/Director

1/6/2026

Date

Approved by: Tony P. DeSantis  
Deputy County Administrator

1/14/26

Date

## II. FISCAL IMPACT ANALYSIS

### Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
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>	_____	_____	_____	_____	_____

Is Item Included in Current Budget:	Yes	_____	No	<u>X</u>
Does this item include use of Federal Funds?	Yes	_____	No	<u>X</u>
Does this item include use of State Funds?	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:

See Mat 11/7/2026  
OFMB QA 11/7  
VS 11/7

Frankie Mack 1/13/26  
Contract Development & Control  
25.1.7.26

### B. Legal Sufficiency:

Anne Delgant 1-13-26  
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 THE MUTUAL USE OF RECREATIONAL FACILITIES**

This Interlocal Agreement is made the 3rd day of February, 2026, 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**, on December 2, 2008 and on October 20, 2015, County and Board entered into an Agreement (R2008-2241 and R2015-1501 respectively) which enabled the County and Board mutual use of each other's recreational facilities, this agreement replaces and supersedes the prior agreements; 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 to continue to use the facilities of the other for said purpose; and

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

**WHEREAS**, the County and Board desire to terminate the prior Agreement (R2008-2241 and R-2015-1501);

**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. **Termination**

This Agreement hereby terminates the prior agreements the County and Board entered into on December 2, 2008 and October 20, 2015 (R2008-2241) and (R2015-1501).

3. **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; 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 respective parties; provide a procedure for authorizing limited use of Board and County facilities for mutually agreed upon governmental activities, meetings and trainings; and encourage cooperative planning of recreation facilities on adjacent properties so that efficiencies and enhancements of each other's recreational facilities and service delivery can be realized.

4. **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, playgrounds; swimming pools; tennis, racquetball, volleyball, and basketball courts; athletic fields; meeting rooms, pavilions, and associated parking lots when accessory to an approved recreational use.

C. "Deputy Director" means the Deputy 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. When either of the County parties submits a proposed amendment to **Exhibit "A"**, the other party Board shall provide a written response approving or denying the requested amendment to the County requesting party within thirty (30) days of the date of the request.

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

G. "Governmental Activities, Meetings and Trainings" means a limited amount of County or Board meetings, trainings or annual County or Board-sponsored community events with prior written authorization from the Board's Area Superintendent and the Board's Chief Operating Officer, or designee, and the County's Director of Parks and Recreation, or designee, provided that the event benefits the community or student population.

H. "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 \$250,000 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 Operating Officer in consultation with the Area Superintendent on behalf of the Board and the Deputy 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

\$250,000 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.

**5. 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 Deputy 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 any use in which a standard admission or permit fee is charged to the general public. Fees will not be charged for use of the County's athletic facilities and meeting rooms as specified in this agreement; for use of the County's swimming pools for competitive school teams or classes conducting fitness, swim test or water safety training; or for use of the County's golf courses for use of competitive school teams.

K. If a party requests to use the other party's facilities outside of established operating hours, or if the requested use requires additional resources such as maintenance, personnel, equipment, supplies, or amenities beyond what is typically provided during standard facility operating hours as outlined in **Exhibits "C" and "D,"** the requesting party shall bear all associated additional costs. These may include, but are not limited to, overtime pay for personnel, rental or purchase of additional equipment or supplies, increased utility or maintenance expenses, and, when the nature of the event or past precedent warrants a need for security or police services. Such additional costs must comply with the published rates by each party for labor/maintenance regarding facility use. Such costs are considered beyond those incurred under normal facility use and are directly tied to the nature and requirements of the specific event as proposed by the requesting party. Authority is delegated to the County's Deputy Director and the Board's Chief Operating Officer to determine and agree to all additional costs and logistical arrangements prior to approval of such specialized requests. All additional costs and logistical arrangements must be determined and agreed upon in writing by both parties prior to approval of the request.

L. The parties at their discretion may make their facilities available for mutually beneficial governmental activities, meetings and trainings provided that such use is mutually agreed upon by both the Board's Regional Superintendent and the Board's Chief Operating Officer, or designee, and the County's Director of Parks and Recreation, or designee.

M. 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.

6. **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.

B. 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 10 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.

C. 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: have a current executed County User Group Agreement and meet all of its requirements.

1. **Insurance.** County Use Group shall provide proof of insurance in the amounts listed below or as required by the Board's Director of Risk & Benefits Management:

**Commercial General Liability** County User Group shall procure and maintain for the life of the contract, Commercial General Liability Insurance. It must be an occurrence form policy purchased from a company that has an A.M. Best Rating of A- VIII or better. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE INCLUDED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements: Additional Insured - CG 20 26 or CG 20 10 and CG 20 37 or their equivalents. Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations. Waiver of Transfer Rights of Recovery - CG 24 04 or its equivalent. Primary and noncontributory - CG 20 01 or its equivalent. Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

**Workers' Compensation and Employees' Liability Insurance** County User Group must comply as per Chapter 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits of \$100,000/\$100,000/\$500,000. Required Endorsements: Waiver of Subrogation - WC 0003 13 or its equivalent. (Required if employees provide work in conjunction with the facility use.)

**Business Automobile Liability** County User Group shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE INCLUDED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE. The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy. (Required if commercial autos are used on Board facilities.)

In the event the County User Group does not own any vehicles, the School District will accept hired and non-owned coverage in the amounts listed above. In addition, the School District will require an affidavit signed by the awarded proposer indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event the company acquires any vehicles throughout the term of the contract, \_\_\_\_\_ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

**Participant Accident Coverage** The minimum limits of coverage shall be no less than \$ 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.

**Indemnification and Hold Harmless.** County User Group shall, in addition to any other obligation to indemnify The School Board and to the fullest extent permitted by law, 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;

2. 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;
3. 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;

D. 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.

E. Notify the Board of any dangerous conditions existing on the Board's Facilities.

F. 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.

G. 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 Deputy Director no less than thirty (30) days prior to the date the County User Group desires to use the Board Facility. The Deputy Director or designee 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 Deputy Director within fifteen (15) days of the date of the Deputy Director's request. In the event a request is denied, the reason for denial shall be stated in the written response.

H. 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.

3. Use of any Board Facilities when the County charges a standard admission or permit fee to the general public.

I. 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.

## 7. 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 including but not limited to Exhibit "D" which may be amended or supplemented from time to time upon the mutual agreement of the Director of the County's Parks and Recreation Department and the Board's Chief Operating Officer without formal amendment hereto; (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 10 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.

8. **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.

9. **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.

10. **Dispute Resolution**

In the event an issue arises which cannot be resolved between the Board's Principal and the Deputy 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.

11. **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.

**12. 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.

**13. 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.

**14. 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 13 above.

**15. Availability of Funds**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. The School Board's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations by the School Board.

**16. Notice**

All notices required in this Agreement shall be sent by e-mail, certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

**IF TO COUNTY:**

Director of Parks and Recreation  
Palm Beach County Department of Parks and Recreation  
2700 Sixth Avenue South  
Lake Worth, Florida 33461  
Email: jcirillo@pbc.gov

IF TO BOARD:

Director of Planning and Intergovernmental Relations  
3661 Interstate Park Road N, Suite 200  
Riviera Beach, FL, 33404  
Email: [kristin.garrison@palmbeachschools.org](mailto:kristin.garrison@palmbeachschools.org)

With a copy to:  
Office of General Chief Counsel  
The School District of Palm Beach County  
3300 Forest Hill Boulevard  
West Palm Beach, FL 33406-5813

17. **Remedies; Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located 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.

18. **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.

19. **Counterparts**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Board shall execute by electronic or manual means.

20. **Equal Opportunity Provision.**

The parties agree that no person shall, on the grounds of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability 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.

21. **Captions**

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

22. **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.

23. **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.

24. **Incorporation by Reference**

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

25. **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.

26. **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.

27. **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.

28. **Effective Date/Term**

This Agreement shall become effective retroactively on October 21, 2025 upon execution by both of the parties, and approval by the Palm Beach County Board of County Commissioners and filed with the Clerk of the Circuit Court and Comptroller 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.

29. **Prior Agreement**

The parties agree that certain Interlocal Agreements entered by and between the County and the Board for Mutual Use of Recreational Facilities dated December 2, 2008 (R2008-2241) and October 20, 2015, (R2015-1501), as amended pursuant to that certain First Amendment dated October 18, 2016 (R2016-1525) 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.

30. **Inspector General**

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).

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 agreement 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.

**31. 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. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of ad valorem funding for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

**32. Liens**

Each party's respective interest in the Facilities shall not be subject to liens arising from the others 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.

**33. 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.

**34. Public 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.

**35. 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.

**36. E-Verify – Employment Eligibility**

The parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of their subcontractors performing the duties and obligations of this Agreement are registered with the E- Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**37. Criminal History Records Check**

The Board, Board's employees, subcontractors of Board's and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as may be amended. The Board is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Board acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Board(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Board shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the County. If the Board or its subcontractor(s) terminates an employee who has been issued a badge, the Board must notify the County within two (2) hours. At the time of termination, the Board shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the use outlined in this Agreement if the Board 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the County regarding a terminated Board employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

While the Board is not responsible for the County's compliance with the Jessica Lunsford Act as the County is not an employee, contractual personnel, contractor, or vendor as outlined under Florida law, when applicable, employees, agents and contractors of the County who have direct contact with students must undergo Level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. The County shall ensure that all required individuals submit to a level 2 background check. The County agrees that no person who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the School Board's facilities when students are present.

**38. Security for Gates and Access Points.**

Pursuant to Fla. Stat. § 1006.07(6)(f), all gates and access points controlling entry to the exclusive zone of a school campus must remain closed and locked from 30 minutes before the school day begins until 30 minutes after it ends, while students are present, unless a statutory exception applies. The "exclusive zone" refers to the area within the secured perimeter accessible through a single point of entry. Accordingly, the County acknowledges and agrees to comply with all safety requirements of Fla. Stat. § 1006.07(6)(f), at its sole cost and expense, if the County's use does not qualify for an exception.

**39. No Tobacco, Alcohol or Drones.**

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on County or Board-owned property is strictly prohibited. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about County or Board owned property. Violation of this provision shall be a material breach of this Agreement.

**40. 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.

41. **Recording.**

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.

[Signatures are located on the following page]

[Remainder of page is intentionally blank]

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

**ATTEST:**

**MICHAEL A. CARUSO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER**

**PALM BEACH COUNTY,**

**A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BOARD OF  
COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
**Sara Baxter, Mayor**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne DeGant  
Senior Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: Shirley Clegg  
Director, Parks & Recreation Dept.

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: Karen M. Brill 11/19/25  
Karen M. Brill, Chair Date

By: M.J. Burke 11/21/25  
Michael J. Burke, Superintendent Date

REVIEWED AND APPROVED AS TO LEGEL FORM

By: Kristen M. Garcia 10/30/2025  
School Board Attorney Date

11/19/25  
Board Approval Date



**EXHIBIT "A"**  
**COUNTY USER GROUPS**

<b>Palm Beach County User Groups</b>	
AC Delray, Inc. (Youth Recreation Soccer Program)	Muck Athletics, Inc. (Youth Recreation Sports Programs: Track, Football, Baseball, Softball, Soccer)
Acreage Athletic League (AAL) (Youth Recreation Sports Programs: Basketball, Football, Soccer, Baseball)	Muck City Browns YEP, Inc. (Youth Recreation Football Program)
American Legion Post #164 (Youth Recreation Baseball Program)	NeverNotWorking21, Inc. (Youth Recreation Sports/Enrichment Programs)
Arts4All Florida - Palm Beach County	North Palm Beach County Little League (NPBCLL) (Youth Recreation Baseball Program)
AYSO Region #1370 Soccer (Youth Recreation Soccer Program)	Okeecheelee Baseball Association, Inc. (Youth Recreation Baseball Program)
AYSO Region #345 Soccer (Youth Recreation Soccer Program)	Pahokee Pride Youth Athletic League (Youth Recreation Sports Programs: Basketball, Football, Soccer, Baseball/Softball, Track)
Belle Glade Baby Raiders Youth Sports Club (Youth Recreation Sports Programs: Football, Soccer, Baseball/Softball, Lacrosse, Basketball)	Palm Beach Coralites Synchronized Swimming (Swim Team)
Boca Warriors Track Club (Youth Recreation Track)	Palm Beach County Youth Football League (PBCYFL) (Youth Recreation Football Program)
Boynton Beach Lacrosse, Inc. (Youth Recreation Lacrosse)	Palm Beach Lacrosse (Youth Recreation Lacrosse Program)
Breakthru Athletic League Inc. (Youth Recreation Flag Football)	Palm Beach Masters (Swim Team)
COBRA Varsity Baseball League, Inc. (Youth Recreation Baseball Program)	Palms West Athletic Association, Inc./DBA Royal Palm Beach Wildcats (Youth Recreation Football Program)
Creator's Game, Inc. (Youth Recreation Lacrosse Program)	PBSOPAL
Greater Boca Youth Soccer Association (GBYSA) (Youth Recreation Soccer Program)	Riptide Youth Lacrosse (Youth Recreation Lacrosse Program)
Huddle Touch, Inc. (Youth Recreation Sports/Enrichment Programs: Football, Soccer, Lacrosse, Basketball, Baseball/Softball, Educational Enrichment, etc.)	Special Olympics Florida - Palm Beach County
Jupiter Diving Academy (Swim Team)	Sweatshop NBS, Inc. (Youth Recreation Track Program)
Jupiter Dragons (Swim Team)	West Boca Basketball, Inc. (Youth Recreation Basketball Program)
Jupiter Tequesta Athletic Association (JTAA) (Youth Recreation Sports Programs: Baseball/Softball, Lacrosse, Football, Soccer) *outdoor facilities only	West Boca Youth Baseball (WBYB) (Youth Recreation Baseball Program)

**EXHIBIT "A"**  
**COUNTY USER GROUPS (Cont'd)**

<b>Palm Beach County User Groups</b>	
KTM Youth & Community Network, Inc. / South Bay Jaguars (Youth Recreation Sports Programs: Basketball, Football, Soccer, Baseball/Softball, Lacrosse)	West Boca Raton Youth Softball Association (Youth Recreation Softball Program)
Lake Lytal Lassie League (LLLL) (Youth Recreation Softball Program)	West Boynton Flag Athletic Association (WBFAA) (Youth Recreational Sports Programs: Flag Football, Flex Football)
Lake Lytal Lightning/ LL Swimming, LLC (Swim Teams)	West Boynton Football League (WBFL) (Youth Recreation Football Program)
Lake Lytal/Santaluces Winter Baseball, Inc. (Youth Recreation Baseball Program)	West Boynton Girls Fastpitch (Youth Recreation Softball Program)
	West Boynton Little League Baseball (WBLL) (Youth Recreation Baseball Program)

**Exhibit "B"**

**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."

<b>REQUESTING ORGANIZATION INFORMATION:</b>		<input type="checkbox"/> PBC Parks and Recreation OR <input type="checkbox"/> PBC School Board	
(ORGANIZATION/ NAME)		(PHONE NUMBER)	(E-MAIL ADDRESS)
(STREET ADDRESS)		(CITY)	(ZIP CODE)
<b>REQUESTOR CONTACT INFORMATION:</b>		<input type="checkbox"/> County User Group OR <input type="checkbox"/> PBC School Board	
(FIRST NAME)		(LAST NAME)	(PHONE NUMBER)
(OTHER CONTACT NUMBER)		(E-MAIL ADDRESS)	
<b>FACILITY REQUEST INFORMATION:</b>		<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.		FROM: _____ AM/PM	TO: _____ AM/PM
DATES: STARTS: _____ ENDS: _____		TOTAL DAYS : _____	
<input type="checkbox"/> Sat. <input type="checkbox"/> Sun.		FROM: _____ AM/PM	TO: _____ AM/PM
DATES: STARTS: _____ ENDS: _____		TOTAL DAYS: _____	
Game and Practice schedules must be submitted with the request - PLEASE ATTACH			
(ACTIVITY)	(SEASON)	+ <input type="checkbox"/> (# OF PARTICIPANTS)	= <input type="checkbox"/> (# OF SPECTATORS) <input type="checkbox"/> (TOTAL # OF PEOPLE AT FACILITY)
<b>Requesting Party Name &amp; Signature</b>			
<input type="checkbox"/> Requesting Principal <input type="checkbox"/> Parks and Recreation Assistant Director/Designee		Print Name	Date
<b>Reviewing Party Name &amp; Signature</b>			
<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove		Reason if Disapproved: _____ _____	
<input type="checkbox"/> Principal <input type="checkbox"/> Parks and Recreation Assistant Director/Designee		Print Name	Date

## **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.

**Exhibit "D"**

**Palm Beach County Parks & Recreation Department Standard Facility Operating Hours**

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

When County operations are open:

Weekdays (Monday through Friday):                   From 3:30 pm until 10:00 pm

Saturdays and Sundays:                                   From 8:00 am to 10:00 pm

County Holidays:

The County Facilities will be closed the day of the observed holiday.

The identified maximum operational hours may be amended from time to time upon the mutual agreement of the Director of the County's Parks and Recreation Department and the Board's Chief Operating Officer with a formal amendment to this Agreement.