

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 25, 2026 [X] 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 (Agreement) with the School Board of Palm Beach County (School Board) for the mutual use of recreation and parking facilities at Canyon District Park and West Boynton Middle School. The initial term of this Agreement is for one (1) year and shall automatically renew for up to four (4) additional consecutive one (1) year terms, unless terminated.

Summary: This Agreement expands the longstanding arrangement for the mutual, no-cost use of recreational facilities owned by the School Board and the Parks and Recreation Department (Parks). This Agreement outlines the procedures for requesting and authorizing the use of the recreational and related parking facilities at Canyon District Park and the adjacent West Boynton Middle School. The School Board approved this Agreement at its April 15, 2026, meeting. District 5 (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 that such agencies share and that each might exercise separately. BCC and the School Board recognize that the cost savings from avoiding the development of duplicate facilities allow for increased recreational opportunities for the residents and visitors of Palm Beach County. This site specific Agreement is in addition to our County-wide Interlocal agreement for Mutual Use of Recreation Facilities.

Attachment:
1. Interlocal Agreement

Recommended by: Pamela D. Carneale 7/14/26
Department Director Date

Approved by: James P. [Signature] 7/21/26
Deputy County Administrator 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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:			Yes _____	No _____	X _____
Does this item include use of Federal Funds?			Yes _____	No _____	X _____
Does this item include use of State Funds?			Yes _____	No _____	X _____

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:

ASBUC 7/16/26
 MO 1/16 OFMB PC 7/16

Thandi Jacob 7/16/26
 Contract Development & Control 26, 7.16.26

B. Legal Sufficiency:

Anne Helgard 7/17/26
 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 MUTUAL USE OF
RECREATIONAL FACILITIES AT CANYON DISTRICT PARK AND FACILITIES
AND PARKING AT WEST BOYNTON MIDDLE SCHOOL**

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into this ^{August 23} day of 2024 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, School Board owns and operates West Boynton Middle School located at 8655 Senator Joseph Abruzzo Lane, in Boynton Beach, Florida 33472 (hereinafter "School"); and

WHEREAS, County owns, operates and maintains Canyon District Park hereinafter referred to as "Park" which, at final completion, will include but is not limited to baseball fields, softball fields, multipurpose fields, open park space, batting cages, a playground, fitness trail, sand volleyball courts, concession buildings, associated restrooms, exercise stations, storage, pavilions and parking areas, as depicted in Exhibit "A", attached hereto and incorporated herein by reference; and

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, School Board desires that the School have priority of use of the Park's major league baseball field #1 and softball field #4 (hereinafter "Ball Fields") as depicted in Exhibit "A", when not being directly used by or maintained by the County; and

WHEREAS, School Board also desires the use of one of the Park's Multipurpose Fields (hereinafter "Park's Multipurpose Field") for School's after-school activities and other Park amenities as may be available when not being directly used by or maintained by the County, as depicted in Exhibit "A"; and

WHEREAS, School Board desires that School be permitted the use of the Park's fitness trail and Ball Fields for physical education activities when not being used or directly maintained by the County during the school day; and

WHEREAS, County is receptive to School Board's request to utilize the Ball Fields for seasonal play related to the softball and baseball programs and use of the fitness trail and baseball/softball fields #1 and #4 for school physical education activities, as provided for under the terms of this Agreement, provided the County retains its priority use of the Ball Fields, and Park amenities at times of the day and week that do not conflict with the School Board's use of the Ball Fields for seasonal play and the Park's Multipurpose Field for after-school activities; and

WHEREAS, Canyon District Park's fitness trail, baseball field #1, softball field #4, multipurpose field, concession/restroom building, batting cages as depicted in Exhibit "A", and shall be referred to collectively as the "Park Facilities"; and

WHEREAS, School Board has outdoor tennis courts, outdoor basketball courts, a multipurpose natural grass field with a track ("School Board's Multipurpose Natural Grass Field with Track"), associated restrooms, and parking areas as depicted in Exhibit "B", attached hereto and incorporated herein (hereinafter collectively referred to as "School Board Facilities"); and

WHEREAS, County desires to use the School Board Facilities as depicted on Exhibit "B"; and

WHEREAS, School Board is receptive to County's request to have priority use of the School Board Facilities for public recreation purposes as provided under the terms of this Agreement, when not being directly used by or maintained by the School Board for its activities and programs; and

WHEREAS, the County and the School Board desire to define their cooperative roles for the effective and efficient utilization of the Park Facilities and School Board Facilities; 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, the "Park's Baseball and Softball Season" is defined as the period of School's seasonal play and related activities for baseball and softball, generally beginning August 1 and ending November 1 annually, and may vary from year to year. School shall be permitted to use and occupy the County's Baseball Field #1, Softball Field #4, batting cages, parking and concession during the Park's Baseball and Softball Season for seasonal play. The "Park's Multipurpose Field Season" window will be from October 1- June 1.

During the Park's Baseball and Softball Season, and when the Park's Ball Fields are not being directly used or maintained by the County, the School shall have priority of use of the Park's Ball Fields for practice and games on weekdays between the hours of 3:00 P.M. and 6:00 P.M., and for practice and games at other times which shall be arranged in advance with the County's Parks and Recreation Department Deputy Director or designee.

During the Park's Multipurpose Field Season, and when the Park's Multipurpose Field is not being directly used or maintained by the County, the School shall have priority of use of the Park's Multipurpose Field for practice and games on weekdays between the hours of 3:00 PM and 6:00 P.M., and for practice and games at other times which shall be arranged in advance with the County's Parks and Recreation Department Deputy Director or designee.

The School shall be permitted priority use of the Park batting cage depicted in Exhibit "A" for practice and games on weekdays between the hours of 3:30 P.M. and 6:00 P.M., and at other times which shall be arranged in advance with the County's Parks and Recreation Department Deputy 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's use of the batting cages located near the ball fields for seasonal play.

During times that the Park's Ball Fields are being used for the Park's Baseball and Softball Season, the School's General Parking Area depicted in Exhibit "B" shall remain open and available for use by School Board and Park Patrons. During all other use times, the County can request the use of the School Board's General Parking Area as depicted in Exhibit "B". The County shall submit requests for use at least fifteen (15) days in advance of the requested use to the School Board's Chief Operating Officer or designee. The School Board may grant or deny the requested use within its sole discretion.

During times that the Park's Multipurpose Field is being used for the Park's Multipurpose Field Season, the School's General Parking Area depicted in Exhibit "B" shall remain open and available for use by School Board and Park Patrons. During all other use times, the County can request the use of the School Board's General Parking Area in accordance with the provisions outlined above.

3. **Scheduling Use Under this Agreement.** For the purpose of this Agreement, "After-school" is defined as the period between 4:05 pm and 6:00 pm, Monday through Friday, during the school year, generally beginning August 16 and ending June 4 annually, and may vary from year to year, or as otherwise agreed to by the County based on the approved School Board calendar. School shall be permitted to use and occupy one or more of the Park's Ball Fields during After-school time except during periods of County maintenance, use or renovation. From time to time, the County may desire to utilize the Park's Ball Fields during After-school time for a County program or event. In the event the County desires to utilize the Park's Ball Fields during After-school time, the County shall provide the School Board with as much notice as reasonably practicable. In no event shall the County claim priority use over the Park's Ball Fields during a scheduled softball or baseball game that was approved on the schedule provided to the Palm Beach County Park and Recreation Department Deputy Director or designee.

To avoid scheduling conflicts, aid in planning, and to assist in better accommodation of requests, the School shall submit, in writing, a schedule of all softball and baseball games for the Park's Baseball and Softball Season, at the earliest possible date, to the Palm Beach County's Parks and Recreation Department Deputy Director or designee.

The School may also request and be permitted access to the Park 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 natural turf on the Park's Ball Fields from this use, the County and School Board's Chief Operating Officer, or designee, shall work together to resolve the matter, which may include the School Board assisting with natural turf repair in the School Board's sole discretion. The School agrees to work with Park staff in scheduling activities on a rotational basis to allow for the Park's Ball Field maintenance to take place and wear to be evenly distributed. See Exhibit "A" for locations.

4. **Maintenance of the Park Property.** The County shall keep the Park reasonably safe for public use. The County shall provide year-round maintenance and operational support for the Park and County is responsible for water and electric utility service. For the purpose of this Agreement, year-round operational support shall include mowing, fertilizing, weed spraying, pumps, irrigation heads, irrigation zone controls, irrigation piping and electric.

The County shall deliver the Park's Ball Fields to the School in First Class Condition at the commencement of each Park Baseball and Softball Season. The term "First Class Condition" shall mean that the baseball field, including but not limited to the playing surface, dugouts, seating areas, fencing, existing and future lighting, and all related facilities, is maintained in a clean, safe, and fully operational state consistent with the standards of comparable, well-maintained amateur or semi-professional baseball fields in the region.

The School Board acknowledges and agrees that the County shall not incur any additional costs due to School's use of the Park's Ball Fields in addition to the costs

associated with the County's regular maintenance of the Park. The County acknowledges and agrees that additional maintenance needs caused by the County's use of the Park's Ball Fields, during the Park's Baseball and Softball Season, shall be the responsibility of the County.

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 during the Park's Baseball and Softball season, which shall come out of the School's budget at School Board's request. The School Board shall be responsible for maintenance and repairs associated with specific training equipment. The County shall keep the concession/restroom building, roads and pathways leading to the building, storage area and batting cages reasonably safe for public use, in good repair and condition throughout their estimated lifetime and prevent undue deterioration and encourage School Board's use. 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 and fire standards.

During Season, the School shall be given access to the concession stand and scoreboards associated with the Ball Fields for practice and games on weekdays between the hours of 3:00 P.M. and 6:00 P.M., and for practice and games at other times which shall be arranged in advance with the County's Parks and Recreation Department Deputy Director or designee. The County shall be responsible for all utilities, repairs and operational costs associated with the concession stand and scoreboards. Any damage to the concession stand or scoreboards caused by the School, its employees, agents, subcontractors or invitees shall be repaired by the School Board at its sole cost and expense.

5. **Maintenance of School Board Facilities.** The School Board shall be responsible for utilities and repairs, as well as service costs associated with the operation and maintenance of the School Board Facilities. 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.

The School Board shall provide year-round maintenance and operational support for the School Board Facilities including water and electric utility service. The School Board shall keep the School Board Facilities 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 School Board Facilities. The School Board shall keep buildings, trails and other structures and improvements in good repair and condition throughout their estimated lifetime to prevent undue deterioration and encourage public use.

With the exception of those items noted above, County shall maintain grass on School Board's Multipurpose Natural Grass Field with Track located on School Board Facilities to Parks and Recreation Department quality standards and will arrange maintenance activities in advance with the School Principal or designee.

6. **Access to School Board Facilities.** The School Board shall permit the public access to the School Board Facilities 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's use of the facilities. The School Board will install a double lock system at the access gate depicted in Exhibit "B". 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 School Board Facilities shall be subordinate to use by the School Board or County.

7. Future Lighting at School Board's Facilities.

At the request of the County, and if future County budget is approved, School Board shall install sports lighting at the School Board's Facilities to support the County's evening use of the School Board Facilities. The County shall be responsible for the lighting costs on School Board Facilities that are constructed pursuant to this Agreement and funds shall be transferred to the District prior to the commencement of the lighting related construction. Conduit was installed during the construction of the School to enable the future installation of outdoor lighting at the School Board Facilities when desired and once funding is resolved. Authority is hereby delegated to the Board's Chief Operating Officer or Designee and the County's Assistant County Manager to agree to the installation of lighting at the School Board Facilities.

- 8. Priority of Use of County and School Board Property Outside of This Agreement.** Outside of Baseball and Softball Season and Multipurpose Field Season, After-school, or Summer Camp, the priority of use of the Park Facilities and School Board Facilities shall be in accordance with the Interlocal Agreement for the Mutual Use of Recreational Facilities dated February 3, 2026 (R2026-0197), as may be amended from time to time, incorporated herein and attached herein as Exhibit "C".
9. 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.
10. 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 or School Board Facilities, which may result in damage or depreciation of the value to the Park or School 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 or School 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 School Board Facilities are damaged during the time 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 the Park, or any portion of the Park is damaged during the time that they are being used by the School for Seasonal Play for either Baseball or Softball on the Multipurpose Field, 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.

11. This Agreement shall become effective when signed by both parties hereto (hereinafter "Commencement Date"), and recorded with the Clerk of the Circuit Court in and for Palm Beach County. 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.
12. 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.

13. 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. 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.
14. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices 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
Deputy 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:

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

With a copy to:
West Boynton Middle School
Attn: Principal
8655 Senator Joseph Abruzzo Lane,
Boynton Beach, FL 33472

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

15. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the School Board warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, the School Board represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the School Board shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the School Board retaliate against any person for reporting instances of such discrimination. The School Board shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The School Board understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. School Board shall include this language in its subcontracts.

16. 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.
17. **Access to Facilities.** Both parties reserve the right to cancel in-progress or future programs/events on the School Board Facilities and Park and/or restrict the access of program participants to the School Board Facilities and/or Park during an emergency, including but not limited to a pandemic, hurricane or other declared state of emergency.
18. 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 at the Park.
19. 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.
20. 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

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 31 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.

21. 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 Deputy Director, and restore the Park to at least the same condition the Park, Park's Ball Fields, Park's 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 Facilities and shall restore the School Board Facilities to at least the same condition as the School Board Facilities were in prior to entering into this Agreement.
22. 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.
23. 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.
24. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.
25. 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. 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.
27. In the event an issue arises which cannot be resolved between the School's Principal and the Deputy 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.
28. 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.
29. 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.
30. 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.

31. 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.
32. 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.
33. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.
34. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
35. 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.
36. 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).

37. The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on School Board-owned property is strictly prohibited. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about School Board owned property. Violation of this provision shall be a material breach of this Agreement.
38. 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.
39. 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.
40. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, 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.
41. Fla. Stat. 1006.07(6)(f) requires that all gates and access points that restrict ingress or egress to a school campus remain closed and locked while students are on campus.

School Board acknowledges that this Agreement may qualify for an exception as Shared Use under Fla. Stat. 1013.101. County understands that should its use of School Board Facilities not qualify as Shared Use as outlined in Fla. Stat. 1013.101, that, when applicable, it will be required to comply with all safety requirements outlined in Fla. Stat. 1006.07(6)(f) at its sole cost and expense.

42. While the School 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.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:

MIKE CARUSO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Anne Helgand
County Attorney

By: Jennifer E. Cirillo
Jennifer Cirillo, Director
Parks and Recreation Department

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

By: Kristen M. Varafarcia
School Board Attorney

By: Karen M. Brill
Karen M. Brill, Board Chair

ATTEST:

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

Palm Beach County BCC Hearing Date

4/15/26
School Board Meeting Date



Exhibit "A"
Canyon District Park Master Plan

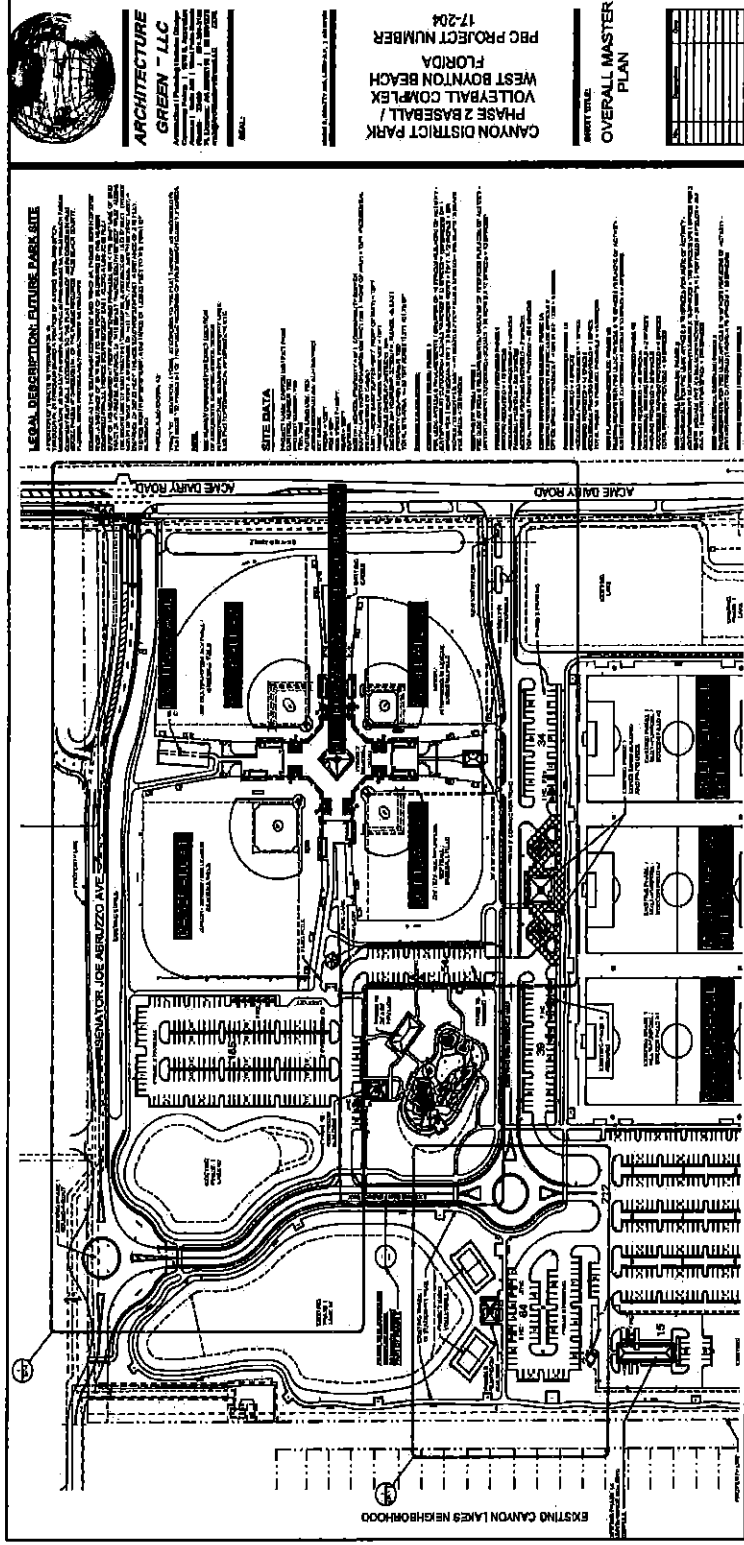


Exhibit "B"
 West Boynton Middle School Recreational Amenities and Gate Access Location

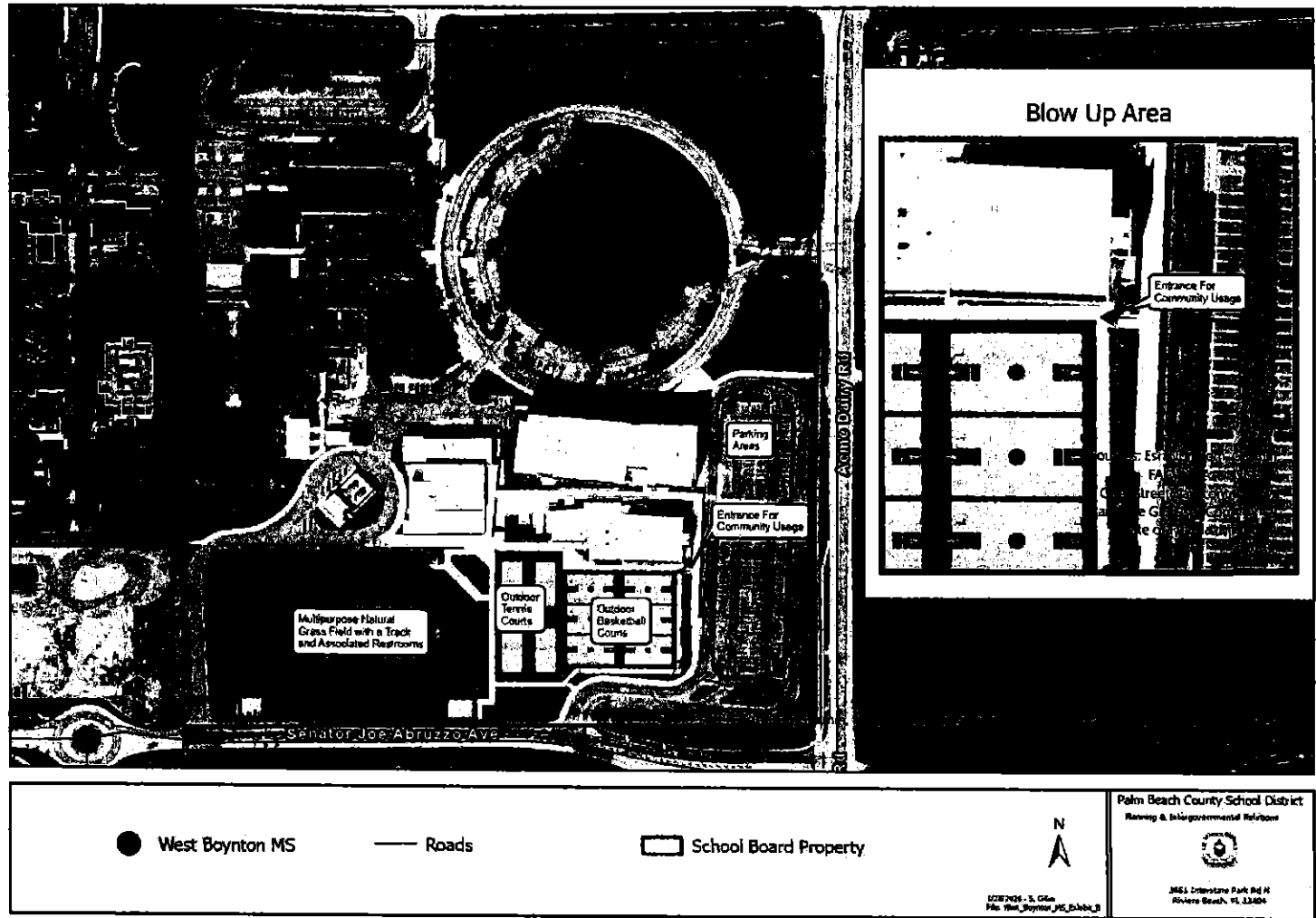
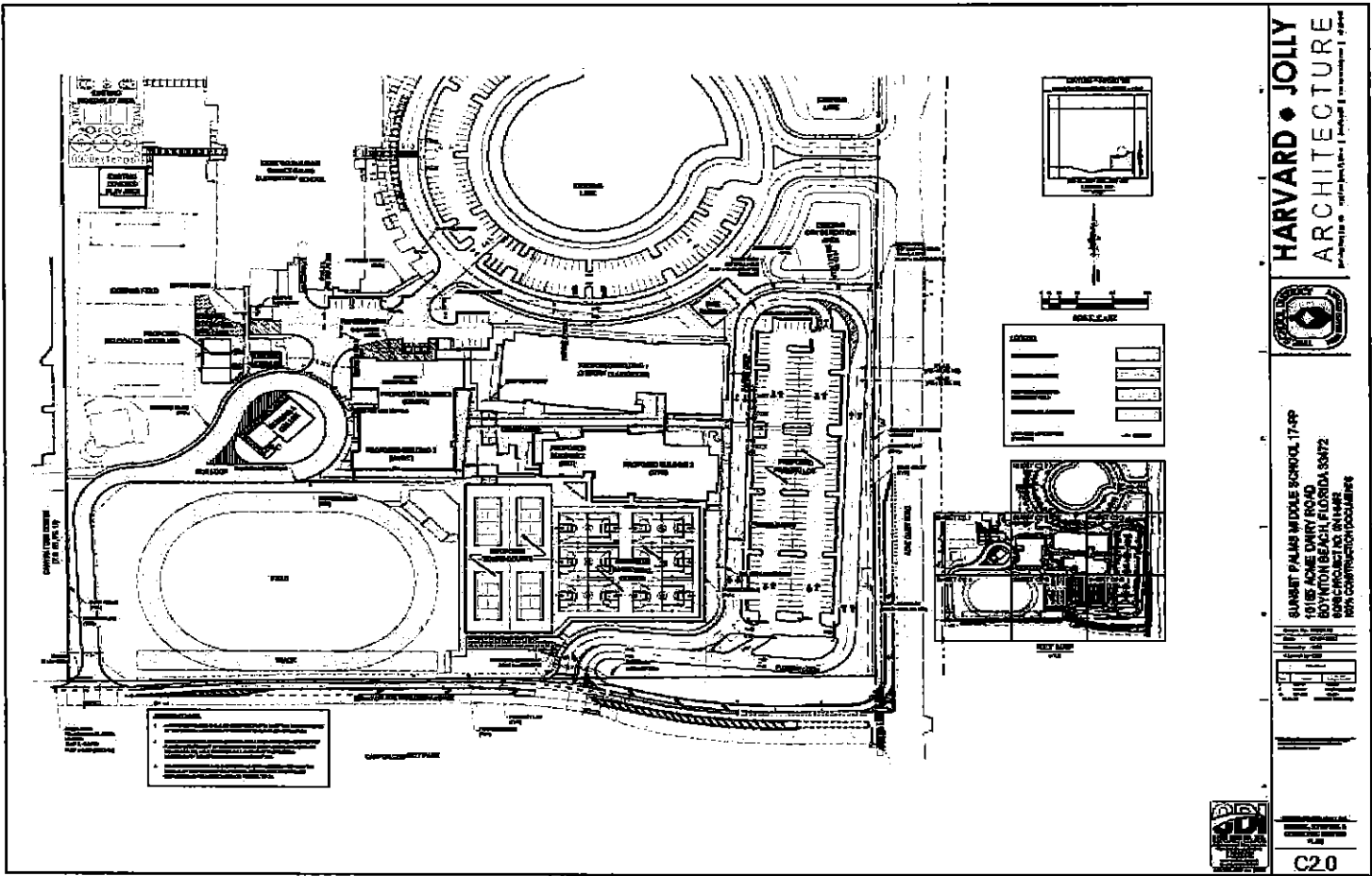


Exhibit “C”

**Interlocal Agreement for the Mutual Use of Recreational Facilities dated February 3, 2026
(R2026-0197)**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

R 2026 0197

Meeting Date: February 3, 2026

☒ Consent ☐ Regular
☐ Ordinance ☐ Public HearingDepartment: Parks and RecreationSubmitted By: Parks and Recreation DepartmentSubmitted For: Parks and Recreation DepartmentI. 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.

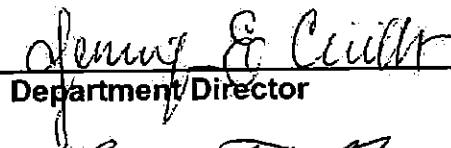
Summary: This Agreement renews the longstanding Agreement of the mutual, no-cost use of recreational facilities owned by the School Board and the Parks and Recreation Department (Department). This cooperative arrangement has historically supported more efficient use of public assets, reduced the need 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

Recommended by:


Department Director

1/6/2026

Date

Approved by:


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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
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:

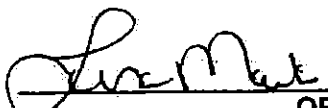
There is no fiscal impact with this item.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

 1/7/2026
OFMB
QA 1/7
VS 1/7

 1/13/26
Contract Development & Control
26.1.7.26

B. Legal Sufficiency:

 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 30 day of February, ^{R 2026 0197 FEB 03 2026}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

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 agreements, 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]

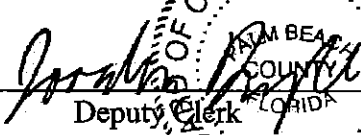
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

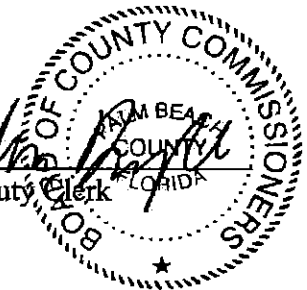
R 2026 0 1 9 7

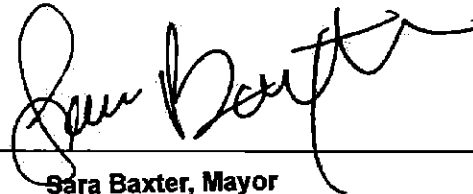
FEB 0 3 2026

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

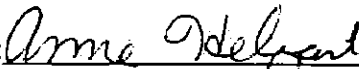
By: 
Deputy Clerk



By: 
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Senior Assistant County Attorney

By: 
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 LEGAL FORM

By: Kristen Marafioti 10/30/2025
School Board Attorney Date

11/19/25
Board Approval Date



EXHIBIT "A"
COUNTY USER GROUPS

Palm Beach County User Groups	
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)	Okeechawee Baseball Association, Inc. (Youth Recreation Baseball Program)
AYSO Region #345 Soccer (Youth Recreation Soccer Program)	PalmBee 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 CoralGates 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)	Palm West Athletic Association, Inc./DBA Royal Palm Beach Wildcats (Youth Recreation Football Program)
Creator's Game, Inc. (Youth Recreation Lacrosse Program)	PBSO PAL
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)

Palm Beach County User Groups	
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."

REQUESTING ORGANIZATION INFORMATION:		☐ PBC Parks and Recreation OR ☐ PBC School Board	
_____ (ORGANIZATION/ NAME)		_____ (PHONE NUMBER)	
_____ (STREET ADDRESS)		_____ (E-MAIL ADDRESS)	
_____ (QTY)		_____ (ZIP CODE)	
REQUESTOR CONTACT INFORMATION:		☐ County User Group OR ☐ PBC School Board	
_____ (FIRST NAME)		_____ (LAST NAME)	
_____ (OTHER CONTACT NUMBER)		_____ (PHONE NUMBER)	
_____ (E-MAIL ADDRESS)		_____ (FAX NUMBER)	
FACILITY REQUEST INFORMATION:		☐ New Request ☐ Repeat Request	
_____ (FACILITY NAME: SCHOOL OR PARK)		_____ (OTHER PERTINENT INFORMATION)	
☐ Mon. ☐ Tues. ☐ Wed. ☐ Thur. ☐ Fri.		☐ Sat. ☐ Sun.	
FROM: _____ AM/PM TO: _____ AM/PM DATES: _____ STARTS: _____ ENDS: _____ TOTAL DAYS: _____		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)	
_____ (# OF PARTICIPANTS)		+ _____ (# OF SPECTATORS)	
_____ (TOTAL # OF PEOPLE AT FACILITY)		= _____	
Requesting Party Name & Signature			
Note: Formula = 1.5 spectators per participant per day.			
☐ Requesting Principal _____ Print Name _____ Date			
☐ Parks and Recreation Assistant Director/Designee			
Reviewing Party Name & Signature			
☐ Approve ☐ Disapprove			
Reason if Disapproved: _____ _____ _____			
☐ Principal _____ Print Name _____ Date			
☐ Parks and Recreation Assistant Director/Designee			

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.