

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

This Interlocal Agreement is made this _____ day of _____, 2016, between the City of Riviera Beach, a municipal corporation of the State of Florida, ("City") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

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

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

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

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

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

1. Recitals

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

2. Purpose

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

3. Definitions

A. "Board Facilities" and "Board Facility" mean facilities owned or operated by the Board that are made available for public use by the Board and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Board Facilities" and "Board Facility" shall include gymnasiums; playgrounds; tennis, racquetball and basketball courts; athletic fields; and tracks.

B. "City Facilities" and "City Facility" mean facilities owned or operated by the City that are made available for public use by the City and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "City Facilities" and "City Facility" shall include, parks; wrestling rooms; gymnasiums; pavilions; community center; playgrounds; tennis, racquetball and basketball courts; and athletic fields.

C. "City Manager" means the City Manager of the City of Riviera Beach, Florida or his/her d

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

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

1. Board activities and programs or Board Facility lease agreements;

and

2. City or City Recognized Sports Provider activities and programs pursuant to this Agreement;

3. County activities and programs pursuant to a Mutual Use Interlocal Agreement between the Board and Palm Beach County.

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

1. City or City Recognized Sports Provider activities and programs or City facility rental agreements; and

2. Board activities and programs pursuant to this Agreement.

F. "City Recognized Sports Provider" means an organized youth recreation group or youth organization 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 City Manager or his or her designee, without formal amendment hereto.

G. "Swimming Facility" means the Barracuda Bay swimming pool that is not included in the defined term "City Facilities."

4. Use of Facilities by the Parties

A. The Board agrees to make the Board Facilities available for use by the City according to the Priority of Use at no cost or expense to the City except as otherwise provided for in this Agreement. The City'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 written agreement of the Board's Chief Operating Officer and the City Manager 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 City agrees to make available the City 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 City is eligible to request use of the Board Facilities at the following public schools pursuant to this Agreement, and the following public schools are eligible to request use of the City Facilities pursuant to this Agreement:

1. Suncoast Community High School
2. John F. Kennedy Middle School
3. Lincoln Elementary School
4. Mary McLeod Bethune Elementary School

5. Washington Elementary School
6. West Riviera Beach Elementary School

The Board's use of the City's Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the City's rules, regulations and policies governing the use of the City's Facilities; (iii) any grant or bond obligations pertaining to the use of any of the City Facilities; and (iv) all applicable local, state and federal laws.

C. In addition to making the City Facilities available as set forth in Paragraph 4.B. above, the City agrees to make the Swimming Facility available 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 Swimming Facility shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the City's rules, regulations and policies governing the use of the Swimming Facility; (iii) any grant or bond obligations pertaining to the use of the Facility; and (iv) all applicable local, state and federal laws and (iv) the Board's agreement to pay the hourly rate of the life guards on duty during all practices and meets (this payment does not include the payment of life guard benefits).

D. The City shall submit all requests for use of the Board Facilities in writing on 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 City desires to use the Board Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the City 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. The Board reserves the right to deny use of the Board Facility (School) if that particular Facility has been selected to remain closed during the summer.

E. The Board shall submit all requests for use of the City Facilities in writing on the form attached hereto as Exhibit "B" to the City Manager, or his or her designee, no less than thirty (30) days prior to the date that the Board desires to use the City Facility. The City 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.

F. The Board and City 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 City 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.

G. 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 One Million Dollars (\$1,000,000) 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 City shall read "City Council of Riviera Beach, 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.

H. 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.

I. 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.

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

K. The Board acknowledges and agrees that the City may charge a fee for:

1. Use of the City's Swimming Facility, including the water park, for summer and after-school programs; and

2. Use of the City's picnic pavilions on holidays and weekends;

L. The City may use a Board Facility or other Board-owned and controlled facility for a one-time City meeting or annual City-sponsored community event with prior written authorization from the Board's Area Superintendent and the Board's Chief Operating Officer, or designee, provided that the event benefits the community or student population. Such events shall have the same priority, as the City's other uses of the Board Facilities set forth in this Agreement. The foregoing sentences are not intended to limit the number of recreation programs sponsored by Riviera Beach Parks and Recreation using Board Facilities pursuant to Section 4.A. of this Agreement.

M. The Board may use a City Facility or other City-owned and controlled facility for a one-time Board meeting or annual Board-sponsored community event with

prior written authorization from the City Manager or his or her designee, provided that the event benefits the community or student population. Such events shall have the same priority, as the Board's other uses of the City Facilities set forth in this Agreement.

5. Use of Board Facilities by City Recognized Sports Providers

A. The Board agrees to make the Board Facilities available for use by the City Recognized Sports Providers at no cost or expense to the City Recognized Sports Providers according to the Priority of Use, except as otherwise provided for in this Agreement. Use of the Board Facilities by the City Recognized Sports Providers 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 "C"; (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. Prior to being granted access to any of the Board Facilities, each City Recognized Sports

1. Provide proof of insurance in the amounts listed below or as required by the Board's Director of Employee Benefits and Risk Management:

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

Board must be listed as additional insured using endorsements CG 20 10 and 20 37 or the equivalent. CGL must not include an athletic participant exclusion.

Workers' Compensation (Per F.S. 440)

\$500,000/\$500,000/\$500,000

Employers Liability

\$500,000/\$500,000/\$500,000

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

Business Automobile Liability \$500,000

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

Participant Accident Coverage Minimum \$25,000

(Required if City Recognized Sports Provider utilizes Board Facilities for athletic activities, events, or team sports, including games, camps or practice. Examples are: team sports like soccer, football, tennis, tournaments, practice, swim and gymnastic

meets, and dance/cheer competitions, together with non-team activities such as 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 City Recognized Sports Provider's property, the City Recognized Sports Provider shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The City Recognized Sports Provider hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the City Recognized Sports Provider's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

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

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

4. Return the Board Facilities in the same condition as they were accepted and to re

5. Notify the Board of any damage to the Board Facilities resulting from the City Recognized Sports Provider's use of the Board Facilities and reimburse the Board for the actual costs to repair the damage;

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

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

D. The City Recognized Sports Providers 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 City Manager, or his or her designee, no less than forty five (45) days prior to the date the City Recognized Sports Provider desires to use the Board Facility. The City Manager, or his or her 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 City Manager, or his or her designee within fifteen (15) days of the date of the City Manager’s, or his or her designee’s request. In the event a request is denied, the reason for denial shall be stated in the written response.

E. Notwithstanding any provision of this Agreement to the contrary, the Board shall not be obligated to make its Facilities available for use for summer camps; tournaments; travel team practices or games, or events/activities where admission, vendor fees and/or charges will be collected or imposed by the City or City Recognized Sports Provider, except as otherwise provided for in this Agreement. These events shall require the parties to enter into a lease for use of the Board Facility and the payment of all fees, all in accordance with Board Policy 7.18.

6. Maintenance/Repair of Facilities

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

7. Notification of Responsibilities under Agreement

The Board agrees to notify the Board’s Principals of the terms and conditions of this Agreement and the Board’s commitment to make the Board Facilities available to the City and City Recognized Sports Providers in accordance with the Priority of Use.

8. Dispute Resolution

In the event an issue arises, which cannot be resolved between the Board’s Principal and the Parks and Recreation Director regarding the use or availability of a Facility, the dispute shall be referred to the Board’s Chief Operating Officer and the City Manager who shall both make a good faith effort to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation before resorting to litigation.

9. Acceptance of Facilities

Neither party shall be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the other party or City Recognized Sports Providers. The parties and City Recognized Sports Providers 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 City Recognized Sports Providers.

10. License

Notwithstanding any provision of this Agreement to the contrary, the use of the Facilities by either of the parties or the City Recognized Sports Providers 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 City Recognized Sports Providers any title, interest or estate in the Facilities.

11. Default.

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

12. Termination

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

13. Annual Appropriation

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

14. Notice

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

IF TO CITY:

City of Riviera Beach
ATTN: City Manager
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

IF TO BOARD:

ATTN: Director of Planning and Intergovernmental Relations
3300 Forest Hill Boulevard, Suite B-102
West Palm Beach, Florida 33406

With copies to:
School Board General Counsel
3300 Forest Hill Boulevard
West Palm Beach, Florida 33406

15. Governing Law and Venue

This Agreement shall be construed by and governed by the laws of the State of Florida. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

16. Subordination to Bond and Grant Obligations

The parties acknowledge that certain Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Agreement shall be subject and subordinate to any such covenants, restrictions and obligations. Notwithstanding any provision of this Agreement to the contrary, the parties shall not be obligated to make any Facility available for use by the other party or City Recognized Sports Providers in a

manner which either party has determined, in its sole discretion, would be contrary to any of its bond or grant obligations, including, but not limited to, making any of the Facilities available at no cost when such an action would be contrary to either party's bond or grant obligations.

17. Equal Opportunity Provision

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

18. Captions

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

19. Severability

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

20. Entirety of Agreement

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

21. Incorporation by Reference

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

22. Amendment

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

23. Waiver

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

24. Construction

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

25. Filing

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

26. Effective Date/Term.

This Agreement shall become effective when signed by the both the parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of non-renewal to the other party thirty (30) days prior to the expiration of the then current term, except as specifically set forth in Section 12.

27. Prohibition Against Alcohol, Tobacco and Drones.

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes, controlled substances or unmanned aerial vehicles of any kind, also known as drones, on School Board-owned property is strictly prohibited and violation of this provision shall be a material breach of this Agreement. Violation of this provision by any person associated with a City Recognized Sports Provider shall be just cause for termination of the City Recognized Sports Provider's privilege to use any Board Facility in the future.

28. Inspector General.

The City 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 City with regard to this Agreement. The City 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 City understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

29. 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 City and/or Board.

30. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the others or the City Recognized Sports Provider's 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Each Person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

(The remainder of this page is intentionally left blank)

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

CITY OF RIVIERA BEACH, FLORIDA

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____
Thomas A. Masters, Mayor

By: _____
Chuck Shaw, Chairman

ATTEST:

ATTEST:

Claudene L. Anthony, City Clerk

Robert M. Avossa, Ed.D., Superintendent

Date: _____

Date: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

Andrew DeGraffenreidt, City Attorney

Blair LittleJohn, School Board Attorney

EXHIBIT "A"

City Recognized Youth Sports Providers

- 1. City of Riviera Beach Youth Baseball**
- 2. City of Riviera Beach Youth Basketball**
- 3. City of Riviera Beach Youth Football**
- 4. City of Riviera Beach Youth Soccer**
- 5. City of Riviera Beach Youth Tennis**
- 6. City of Riviera Beach Youth Track**

EXHIBIT B

**THE CITY OF RIVIERA BEACH AND
THE SCHOOL BOARD OF PALM BEACH COUNTY**

INTER-LOCAL FACILITY REQUEST FORM

<hr/> Date	<hr/> Contact Person	<hr/> School Name (if applicable)
<hr/> Phone Number	<hr/> Fax Number	<hr/> Other Contact Number
<hr/> Address	<hr/> City	<hr/> State/ZIP

FACILITY REQUEST:

<hr/> Choice #1	<hr/> Choice #2
<hr/> Activity	<hr/> Age Group

Estimated Attendance:
Participants: _____ Spectators: _____ Total: _____

Mark appropriate day(s) facility will be needed:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Date(s): _____

Time(s): From: _____ **am/pm** **to** _____ **am/pm**

New Request

Repeat Request:

Date and location of previous use: _____

Other pertinent information (as necessary): _____

<hr/> Requesting Principal	<hr/> Date
Director of Recreation Services	

.....

Approve Disapprove
Reason if disapproved: _____

<hr/> Principal	<hr/> Date
Director of Recreation Services	

EXHIBIT "C"

School Board of Palm Beach County Standard Facility Operating Hours

The Board agrees to make the Board Facilities available for use by the City according to the Priority of Use, at no cost to the City 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

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

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

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

Fridays, Saturdays, Sundays: Closed

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 maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and City Manager.

City of Riviera Beach Hours of Operation

City agrees to make facilities available for use by the Board according to the Priority of Use, at no cost to the Board and in accordance with the following maximum operational hours for indoor City's facilities.

When School is in session:

Monday through Sunday: From 8:00am to 9:30pm

When School is out of session:

Monday through Sunday: From 8:00am to 9:30pm

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and City Manager.