

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF PALM
BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR USE OF
RECREATIONAL FACILITIES AT DAN CALLOWAY-TATE RECREATION
CENTER BY LINCOLN ELEMENTARY SCHOOL**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”), entered into this _____ day of _____, 2019, between **THE CITY OF RIVIERA BEACH, FLORIDA** (hereinafter referred to as “**CITY**”) and the **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic, (hereinafter referred to as “**BOARD**”).

WHEREAS, F.S. § 163.01 authorizes governmental entities to enter into Interlocal agreements; and

WHEREAS, F.S. § 1013.33, declares it the policy of the State to require the coordination of planning between school boards and local governing bodies; and

WHEREAS, the **BOARD** owns and operates Lincoln Elementary School (hereinafter referred to as “**SCHOOL**”) in the City of Riviera Beach and is proximate to the **CITY** owned and operated Dan Calloway – Tate **RECREATION CENTER** (hereinafter referred to as “**RECREATION CENTER**”); and

WHEREAS, the **BOARD** plans to modernize Washington Elementary School located at 1709 West 30th Street, West Palm Beach, FL 33404 with a projected opening date of January 2021; and

WHEREAS, the **BOARD** plans to move Washington Elementary School students to Lincoln Elementary School during modernization construction for Washington Elementary School beginning June, 2019; and

WHEREAS, the **BOARD** and **CITY** recognize the need and benefit for Lincoln Elementary School to utilize the facilities at **RECREATION CENTER** between August 2019 and December, 2020, thereby; and

WHEREAS, the purpose of this **AGREEMENT** is to enable the **BOARD** to utilize the **CITY'S RECREATION CENTER** when otherwise not in use; and

WHEREAS, the **CITY** has determined that this **AGREEMENT** is consistent with and promotes the achievement of the goals, objectives and policies of the Comprehensive Plan of the **CITY**.

NOW THEREFORE, for and in consideration of and reliance upon the mutual promises, covenants and recitals herein, the **BOARD** and the **CITY** agree to the following terms and conditions:

SECTION 1. REAL PROPERTY SUBJECT TO THIS AGREEMENT

The real property subject to this **AGREEMENT** shall include the **BOARD** owned **SCHOOL** and the **CITY** owned **RECREATION CENTER**.

SECTION 2. DURATION OF AGREEMENT

A. This **AGREEMENT** shall begin on July 1, 2019 and end on December 31, 2020, however, both parties reserve the right to terminate the **AGREEMENT** without cause upon thirty (30) days written notice to the other party.

B. The **CITY'S** and **BOARD'S** performance and obligation under this Agreement is contingent upon the continuing existence and availability of the **RECREATION CENTER**. In the event that the **RECREATION CENTER** should be

damaged, destroyed, or otherwise can no longer be used for the intended purpose as set forth in this **AGREEMENT**, thereafter, both parties shall be relieved of any further obligations hereunder.

C. In addition to the foregoing, the **CITY** reserves all rights to cancel any use of the **RECREATION CENTER**, at any time should, in its sole discretion, it decides that such cancellation is necessary. Should such cancellation be necessary, the **CITY** shall endeavor to give as much advance notice as is available to the **SCHOOL**.

SECTION 3. TERMS OF THE AGREEMENT

A. The **SCHOOL** shall be permitted to use, without fee or charge by the **CITY**, the **RECREATION CENTER**, including the parking lot, gymnasium and other facilities comprising the **RECREATION CENTER** when not in use by the **CITY**, or as mutually agreed upon.

B. The **CITY** hereby grants to the **BOARD** the right to enter upon the **RECREATION CENTER**. This will allow **BOARD**, at its sole cost and expense, to provide for cross storm drainage underneath the walkway, cut the existing concrete curb and a portion of the existing sidewalk along the Gymnasium and install a concrete ramp. The **SCHOOL** shall add a pedestrian gate between the **SCHOOL** and the **RECREATION CENTER**, as well as a sidewalk over the existing swale leading from the parking area into the school's property for ADA accessibility, in the approximate location shown on **Exhibit "A"**, attached hereto and made a part hereof.

C. The **SCHOOL** shall be permitted to use the Gymnasium at the **RECREATION CENTER** until 1:45 p.m. to supplement their PE program.

D. The **SCHOOL** shall be permitted to use the parking lot at the **RECREATION CENTER** from 7 am to 5 pm Monday to Friday as well as occasional use for special events, with notice to the **CITY**, in writing at least one (1) week in advance of such special event. Written approval shall be required before such use is allowed.

E. All requests not covered by Subparagraph 3 or 4 above by the **SCHOOL** for use of the **RECREATION CENTER** shall be submitted in writing, using the **FACILITY REQUEST FORM**, attached hereto and made a part hereof as **Exhibit "B"**. All requests not covered by Subparagraph 3 or 4 above shall be made by the Principal of the **SCHOOL** and directed to the Parks and Recreation Director of the Riviera Beach Parks and Recreation Department.

F. To avoid scheduling conflicts, aid in planning, and assist in better accommodation of requests, **SCHOOL** shall submit all requests for use of the **RECREATION CENTER** at the earliest possible date; however, said requests shall be made as soon as possible. A response to said requests shall be received from the Parks and Recreation Director or designee at the earliest possible date. All requests for special uses shall be limited to those programs and activities that are planned, organized, and supervised by the **SCHOOL** or the **SCHOOL's Parent/Teacher Association**.

G. The **CITY** shall be responsible for the normal maintenance of the **RECREATION CENTER**. The **BOARD** shall utilize the **RECREATION CENTER** to the extent and degree, intended for the particular **RECREATION CENTER** facility or

equipment in use and shall leave **RECREATION CENTER** facilities and equipment in a clean and orderly condition upon leaving the **RECREATION CENTER**.

H. **CITY** and **BOARD** agree that any problem or issue that cannot be resolved between the **SCHOOL** Principal and the **CITY's** Recreation Director relative to the use of the **RECREATION CENTER** shall be referred by the Principal to the Area Superintendent and by the Parks and Recreation Director to the City Manager. Such referral shall be made within three (3) days from the date giving rise to the conflict with notice being provided to the other party. The Area Superintendent and the City Manager shall endeavor to resolve the issue within seven (7) days from the referral date. In the event that a satisfactory resolution of the situation cannot be achieved, the matter shall be referred to the City Manager and the Superintendent of Schools.

SECTION 4. RECOGNITION OF LIABILITY

A. The **BOARD** acknowledges 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 acknowledges 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. To the extent and limits provided by law, the **BOARD** will be responsible for and hold **CITY** harmless from and against any and all claims, damages, costs, and expenses arising out of the tortious acts of a **BOARD** employee acting within the scope of the employee's office of employment. Notwithstanding the foregoing, this

provision is not intended to serve or constitute (i) an agreement by the **BOARD** to indemnify **CITY** for its own negligence; (ii) a waiver of sovereign immunity by the **BOARD**; (iii) a waiver of any defense the **BOARD** may have under such statute; (iv) the consent of the **BOARD** or its officers, or employees to be sued; or (v) a waiver of sovereign immunity of the State of Florida beyond the monetary limits provided in Section 768.28 of the Florida Statutes.

B. No provision of the **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**.

SECTION 5. MODIFICATION AND INCORPORATION

This **AGREEMENT** and any attachments hereto shall be modified only upon written agreement of the parties with at least thirty (30) days written notice to the other party.

SECTION 6. NOTICES

All notices required in this **AGREEMENT** shall be sent by certified mail, return receipt requested, and if sent to the **BOARD** shall be mailed to:

Wanda F. Paul, M. Ed.,
Chief Operating Officer
School Board of Palm Beach County
3300 Forest Hill Blvd, Suite B-302
West Palm Beach, Florida 33406

With a copy to:
Planning and Intergovernmental Relations
ATTN: Planning Director
3661 Interstate Park Road North, Suite 200
Riviera Beach, Florida 33404

And if sent to the **CITY** shall be mailed to:

Mr. Richard Blankenship, Director
Parks and Recreation Department
City of Riviera Beach
2409 Avenue H
Riviera Beach, Florida 33404

SECTION 7. SEVERABILITY

If any term or provision of this **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this **AGREEMENT**, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this **AGREEMENT** shall be deemed valid and enforceable to the extent permitted by law.

SECTION 8. VENUE

This **AGREEMENT** and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the **AGREEMENT** will be held in Palm Beach County.

SECTION 9. REMEDIES

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 or 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.

SECTION 10. ENTIRETY OF CONTRACTUAL AGREEMENT

The **CITY** and **BOARD** agree that this **AGREEMENT** sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this **AGREEMENT** may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 11. MISCELLANEOUS

A. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation 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.

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

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

IN WITNESS WHEREOF, this **AGREEMENT** has been executed by the parties herein on the day and year first above written.

CITY OF RIVIERA BEACH

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____
Ronnie L. Felder
Mayor

By: _____
Frank A. Barbieri, Jr.
Chairman

ATTEST:

ATTEST:

By: _____
Claudene L. Anthony, CMC
City Clerk

By: _____
Donald E. Fennoy II, Ph.D.
Superintendent

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Dawn S. Wynn
City Attorney

By: _____
Blair LittleJohn III
School Board Attorney

EXHIBIT "A"

GRAPHIC SHOWING LOCATION OF GATE AND SIDEWALK TO BE CONSTRUCTED

Rec Center



Lincoln elementary School

New Walkway between school and rec center

Scope: Cut the concrete curbs on both school and rec center sides. Remove bushes as needed. Construct a new ADA-compliant concrete or asphalt path across the swale. Install a connector pipe for the swale under the path.

New walkway

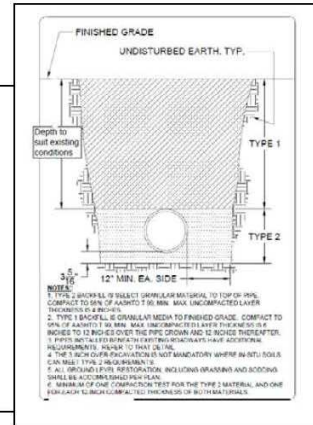
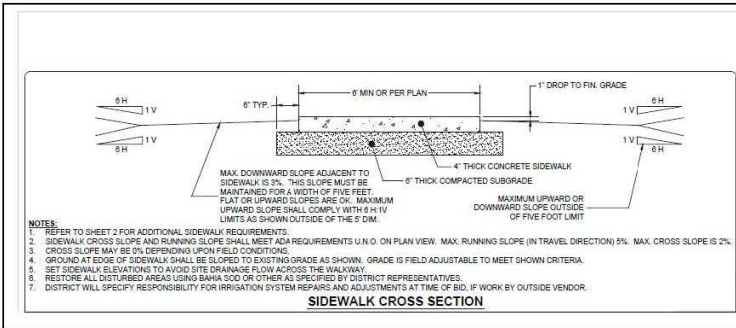
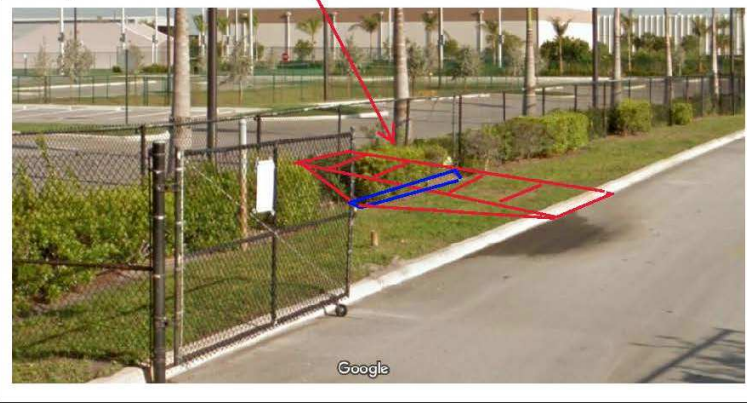
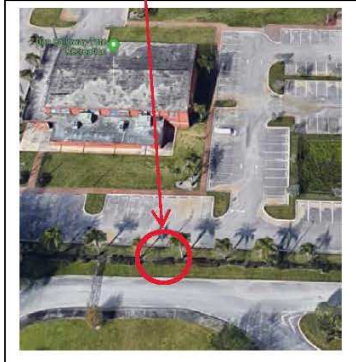


EXHIBIT "B"

FACILITY REQUEST FORM

_____	_____	_____
Date	Contact Person	School Name (if applicable)
_____	_____	_____
Phone Number	Fax Number	Other Contact Number

Address	CITY	State/ZIP

FACILITY REQUEST:

_____	_____
Choice #1	Choice #2
_____	_____
Activity	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): _____

_____ _____
 Requesting Principal **Date**
 Director of Recreation Services

.....
 Approve Disapprove
Reason if disapproved: _____

_____ _____
 Principal **Date**
 Director of Recreation Services