

**CONTRACT REVIEW CHECKLIST****Consistency with Law and School Board Policy:**

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

**Contract Terms:**

Comments

Term (Duration of Contract)	Expires 12/31/10
Termination Clause	Yes with 30 days notice prior to each anniversary
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	N/A
Confidentiality Provision	N/A
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	FLORIDA LAW & PB COUNTY VENUE

**Business Principles:**

Comments

Sound Business Principles	YES
Reasonableness of Fees	Please refer to page _____.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to page <u>  1  </u> .

**Other Issues:**

Comments

Conflict of Interest Disclosures	N/A
Non-Negotiable Issues	NONE
Miscellaneous Issues	NONE
Appropriate Departmental Sign-off	YES

**Special Considerations:** \_\_\_\_\_The issues noted above were explained to the appropriate District staff and/or Division Chief. YES  NO 

*Blaiz Lu* 2/7/06  
By: Attorney (Name and Date)

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD  
OF PALM BEACH COUNTY AND THE CITY OF DELRAY BEACH**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2006,

between 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**") and the **CITY OF DELRAY BEACH**, a Florida municipal corporation, (hereinafter referred to as "**CITY**").

**WITNESSETH:**

**WHEREAS**, it is the intent of the **SCHOOL BOARD** and the **CITY** to encourage and ensure cooperation between and among the local governmental entities to provide for the coordination of development activities of units of local government; and

**WHEREAS**, the **SCHOOL BOARD** is the controlling body of the Public Schools of Palm Beach County, Florida, and owns and operates schools in the City of Delray Beach; and

**WHEREAS**, the **SCHOOL BOARD** and the **CITY** recognize the needs, on occasion, to utilize the facilities of the other, thereby minimizing the duplication of facilities; and

**WHEREAS**, the **CITY** under its powers, desires that its residents have reasonable use of certain parts of the school facilities when not in use for educational or program purposes established by the **SCHOOL BOARD**; and

**WHEREAS**, the **SCHOOL BOARD** desires that its students have reasonable use of certain parts of the **CITY'S** facilities when not in use; and

**WHEREAS**, the **SCHOOL BOARD** owns and operates the gymnasium located at 2501 Seacrest Avenue, Delray Beach, Florida. The Seacrest Avenue Facilities shall be hereinafter referred to as "**Facilities**"; and

**WHEREAS**, **CITY** shall utilize for basketball practices and games the **Facilities**; and

**WHEREAS**, the **CITY** will contribute up to \$1,000 per year for normal wear and tear of the **Facilities**; and

**WHEREAS**, the **SCHOOL BOARD** shall have the exclusive use of the practice field facilities at the City **Fields** located at 2475 West Atlantic Avenue, Delray Beach, Florida. The City **Field** facilities shall be hereinafter referred to as **Fields**; and

**WHEREAS**, the **CITY** will own and operate the **Fields**; and

**WHEREAS**, the **SCHOOL BOARD** will pay for 100% of the maintenance costs of the **Fields**, with such maintenance to be performed by the **CITY** or the **CITY'S** designee.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties agree as follows:

I. **GENERAL PROVISIONS**

- A. The above recitals are true and correct and are incorporated herein by reference.
- B. The **SCHOOL BOARD** agrees to make the **Facilities** available on the following priority basis: (1) **SCHOOL BOARD** activities and programs; (2) County activities and programs pursuant to the Interlocal Agreement

entered into by the School Board and Palm Beach County dated October 15, 2003; and (3) City of Delray Beach Monday through Friday from 6:00 p.m. to 10:00 p.m. and on Saturdays from 10:00 a.m. to 2:00 p.m. for community use (youth and adult basketball) unless the CITY has tournament scheduled at a time other than the times specified herein, in which case the CITY shall provide ten (10) days advance notice to the **SCHOOL BOARD**.

- C. The CITY agrees to make the **Fields** available for the **SCHOOL BOARD'S** exclusive use as follows: August 1, 2006 through November 30, 2010 from 3 p.m. to 6 p.m. Monday through Saturday, the **Fields** shall be available for football, band and Eaglettes practice; from November 1, 2005 through February 28, 2010 from 3 p.m. to 6 p.m., the **Fields** shall be available for soccer practice; and from May 1, 2006 through November 30, 2010, from 3 p.m. to 6 p.m. the **Fields** shall be available for spring football.

## II. OWNERSHIP

The **Facilities** shall remain in the ownership of the **SCHOOL BOARD**; and subject to all terms and conditions imposed thereby. The **Fields** shall remain in the ownership of the **CITY**; and subject to all terms and conditions imposed thereby; provided however, nothing contained herein is deemed a modification of the previous agreements between the parties as to the purchase by the City of

certain lands on the site referred to as the **Facility** or the land located on the west side of Seacrest Avenue.

### III. USE OF PROPERTIES

A. **Use of Facilities** – The **SCHOOL BOARD** agrees to permit the **CITY** in accordance with the prescribed procedure and conditions set forth herein, and without prior approval to utilize the **Facilities** for basketball practices and games. The City will pay the School Board \$500.00 per year for utilities payable on the effective date hereof and each subsequent anniversary.

**Use of Practice Fields** - The **CITY** agrees to permit the **SCHOOL BOARD** in accordance with the prescribed procedures and conditions set forth herein, and without prior approval to utilize its practice **Fields**. Each party shall be responsible for utility costs associated herewith.

B. **Notice** – The **CITY** and the **SCHOOL BOARD** agree to provide adequate notice regarding the use of the **Facilities** and **Fields**, if the schedule deviates from the times of use provided in this agreement. Notice may be in the form of a schedule of activities; memorandum or other written form, outlining the date, time and facility needed. Adequate notice is deemed to be ten (10) days prior to the date needed.

C. **Adequate Supervision** – Both parties agree to provide adequate supervision at all times, taking into consideration the type of activities planned when using the **Facilities/Fields**.

- D. **Manner of Use; Cleanup** – The **CITY** and the **SCHOOL BOARD** agree to utilize the **Facilities/Fields** in the manner, and to the extent and degree intended for the particular **Facilities/Fields** and further agree to leave the **Facilities/Fields** in a clean and orderly condition upon leaving the **Facilities/Fields**.
- E. **Vandalism to Facilities/Fields When in Use Pursuant to this Agreement** – The **CITY** agrees to be responsible for vandalism occurring to the **Facilities** during the periods the **Facilities** are used by the **CITY**. The **SCHOOL BOARD** agrees to be responsible for vandalism occurring to the **Fields** during the periods the **Fields** are used by the **SCHOOL BOARD**. The **SCHOOL BOARD** shall cause such repairs to be made as necessary to correct the damage to the **Facilities** and submit an itemized invoice to the **CITY** for damages incurred during the **CITY'S** use of the **Facilities** and the **CITY** shall cause such repairs to be made to the **Fields** for damages incurred during the **SCHOOL BOARD'S** use of the **Fields**. All damages shall be paid within ninety (90) days of receipt of the invoice for the damages.

#### IV. **MAINTENANCE**

The **CITY** will contribute costs up to one thousand dollars (\$1,000) per calendar year upon completion of refinishing of the basketball courts at the **Facilities** by the **SCHOOL BOARD**. The **SCHOOL BOARD** will assume 100% of costs of maintenance in an amount not to exceed \$10,000.00 per calendar year for the

**Fields**, with such maintenance to be performed by the **CITY** or the **CITY'S** designee payable on the effective date hereof and each subsequent anniversary.

**V. SITE SECURITY**

The **SCHOOL BOARD** will be responsible for securing the **Facilities** and **Fields** on a daily basis by securing all locks and gates.

**VI. CITY LIABILITY**

The **CITY** recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limit provided in Chapter 768.28, *Florida Statutes*, for the period of time the **CITY** is using the **Facilities**, provided however, that this provision shall not be construed as a waiver of any right or defense which the **CITY** may possess, and it reserves all such rights against any and all claims that may be brought against it under this Agreement.

**VII. BOARD LIABILITY**

The **BOARD** recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limit provided in Chapter 768.28, *Florida Statutes*, for the period of time the **BOARD** is using the **Fields**, provided, however, that this provision shall not be construed as a waiver of any right or defense which the **SCHOOL BOARD** may possess, and it reserves all such rights against any and all claims that may be brought against it under this Agreement.

**VIII. MODIFICATION**

Any modifications to this Agreement shall be in writing and approved by the parties' respective governing bodies.

**IX. TERM**

This Agreement shall become effective upon approval of both parties, and shall continue to renew automatically on a yearly basis until December 31, 2010, unless one party gives notice of intent not to renew in writing at least thirty (30) days in advance.

A. All notices herein required, permitted to be given to or served upon either party shall be in writing. Any such notice shall be deemed sufficiently given or served, if served personally, sent certified mail by the United States Mail, or by any nationally recognized overnight carrier or fax with receipt confirmation to the **SCHOOL BOARD** or the **CITY** at the addresses set forth as follows:

As to the School Board: SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
Office of General Counsel  
3318 Forest Hill Boulevard  
West Palm Beach, Florida 33406-5813

With Copies to: Kevin Logan, Athletic Director  
Atlantic High School  
2455 W. Atlantic Avenue  
Delray Beach, FL 33445

As to the City: CITY OF DELRAY BEACH  
Susan A. Ruby, City Attorney  
200 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444



Joseph Weldon, Director of Parks and Recreation  
City of Delray Beach  
50 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

David Harden, City Manager  
City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

- B. If any term or provision of this Agreement shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement shall be valid and shall be enforced to the fullest extent of the law.
- C. This Agreement together with any addendum(s) that may now or in the future be attached and become a part of this Agreement set forth all covenants, promises, agreements, conditions and understanding between the parties hereto. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between the parties other than those herein set forth. Except as herein provided, no subsequent alteration, changes, or additions, shall be binding the parties, unless and until reduced to writing and signed by both parties.
- D. This Agreement shall be construed in accordance with the laws of the State of Florida.
- E. This Agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the adequacy of the same.

- F. Should any litigation arise under this Agreement venue shall lie in Palm Beach County, Florida.
- G. 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.

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

ATTEST:

SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

\_\_\_\_\_  
Arthur C. Johnson, Ph.D.  
Superintendent

\_\_\_\_\_  
Thomas E. Lynch, Chairman

Approved for Form  
and Legal Sufficiency:

*Blair Lewis* 2/6/06  
School Board Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared THOMAS E. LYNCH and ARTHUR C. JOHNSON, Chairman and Superintendent, respectively, of the SCHOOL BOARD OF PALM BEACH COUNTY, Florida, and they acknowledged before me that they executed the foregoing instrument as said officers and that they

also affixed thereto the official seal of the SCHOOL BOARD OF PALM BEACH COUNTY.

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public – State of Florida

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
Chevelle Nubin, City Clerk

\_\_\_\_\_  
Jeff Perlman, Mayor

Approved for Form and  
Legal Sufficiency:

\_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared JEFF PERLMAN as Mayor, and CHEVELLE NUBIN, as City Clerk of the CITY OF DELRAY BEACH, Florida, and they acknowledged before me that they executed the foregoing instrument as said officers and that they also affixed thereto the official seal of the CITY OF DELRAY BEACH.

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public – State of Florida