

INTERLOCAL AGREEMENT
Between the
SCHOOL DISTRICT OF PALM BEACH COUNTY,
the CITY OF WEST PALM BEACH
and
the BOARD OF SUPERVISORS OF THE WEST PALM BEACH GOLF
COMMISSION

This is an Interlocal Agreement between the School District of Palm Beach County, Florida (the "SCHOOL BOARD"), the City of West Palm Beach, Florida (the "CITY") and the Board of Supervisors of the West Palm Beach Golf Commission (the "COMMISSION") for parking at the West Palm Beach Golf Course upper and lower parking lot (the "Golf Course Parking Lot") for the benefit of Forest Hill Community High School, and parking at Forest Hill High School for the benefit of the Golf Course. This agreement is effective upon execution by all parties hereto and can be executed in counterparts.

Whereas, the CITY, a political subdivision of the State of Florida, owns certain real property known as the West Palm Beach Golf Course ("Golf Course Property"), which property includes the "Golf Course Parking Lot" as shown in Exhibit "A" attached hereto and made apart hereof.

Whereas, the Board of Supervisors of the West Palm Beach Golf Commission (the "COMMISSION") operates the Golf Course Property and Golf Course Parking Lot on behalf of the CITY.

Whereas, the SCHOOL BOARD, a corporate body politic pursuant to the Constitution of the State of Florida, owns and operates certain real property known as Forest Hill Community High School ("School Property") which is adjacent to the Golf Course Property.

Whereas, there is insufficient parking on the School Property for weekday use by SCHOOL faculty and staff and for certain special events ("Special School Events"); and

Whereas, the SCHOOL BOARD, the CITY and the COMMISSION acknowledge and agree that this agreement reflects and represents a written revocable license which allows the SCHOOL BOARD to use the Golf Course Parking Lot and the COMMISSION to use the parking lots on School Property under the terms and conditions described herein, and in no way creates or represents a lease, easement, or real property interest for any party in the property of the other.

Whereas, the SCHOOL BOARD has requested that the CITY and the COMMISSION allow parking during the week for School faculty and staff and after-hours parking by members of the public attending the Special School Events and the CITY and the COMMISSION have requested that the SCHOOL BOARD allow parking during the weekend and/or weekday evenings by members of the public attending special events at the Golf Course ("Special Golf Course Events");

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true and correct and are hereby made a part of this Agreement.
2. The CITY and the COMMISSION shall permit members of the School faculty and staff to park in the Golf Course Lower Parking Lot located on the Golf Course Property during weekdays ("Faculty Use"), to the extent it is not used by the Golf Course. Faculty /Staff Use shall be limited to a maximum of 50 parking spaces in the Lower Parking Lot, for which the City shall issue permits, and shall be in the area designated by the COMMISSION and subject to change from time to time in the COMMISSION's discretion. Student parking shall be prohibited on the Golf Course Lower Parking Lot except for Special School Events as set forth below.
3. The CITY and the COMMISSION shall permit members of the public attending the Special School Events to park in the Golf Course Parking Lot located on the Golf Course Property, to the extent it is not used by the Golf Course.. Special School Events shall include, but not be limited to those events set forth on Exhibit "B" attached hereto and made a part hereof. The Special School Events list may be supplemented and modified from time to time, without the need for further approval by the CITY Commission, the SCHOOL BOARD or the COMMISSION by written request of the School principal and written approval by Golf Course General Manager on the form attached hereto as Exhibit "C".
4. The SCHOOL BOARD shall permit members of the public attending "Special Golf Course Events" to park in the parking lots on the School Property, to the extent they are not in use by the School. The Special Golf Course Events may be approved without the need for further approval by the CITY Commission, the SCHOOL BOARD or the COMMISSION by written request of the Golf Course General Manager

and written approval by the School principal on the form attached hereto as Exhibit "D".

5. The SCHOOL BOARD, at the SCHOOL BOARD's expense, shall provide security during the Special School Events, including but not limited to general security of the premises to discourage misuse and vandalism of the Golf Course Property. The SCHOOL BOARD also agrees to clean up and return the Golf Course Property to the exact condition that it was in at the time the SCHOOL BOARD started to use the Golf Course Parking Lot for Faculty Use and for each Special School Event. For the purposes of this Agreement, the time that the SCHOOL BOARD shall be responsible for Special School Event use of the Golf Course Parking shall begin one hour prior to the scheduled start of the Special School Event and end one hour following the conclusion of the Special School Event. The CITY and/or COMMISSION, at the CITY's or COMMISSION's expense, shall provide security during the Special Golf Course Events, including but not limited to general security of the premises to discourage misuse and vandalism of the School Property. The CITY and/or COMMISSION also agrees to clean up and return the School Property to the exact condition that it was in at the time the CITY and/or COMMISSION started to use the parking lots on School Property for each Special Golf Course Event. For the purposes of this Agreement, the time that the CITY and/or COMMISSION shall be responsible for Special Golf Course Event use of the parking lots on School Property shall begin one hour prior to the scheduled start of the Special Golf Course Event and end one hour following the conclusion of the Special Golf Course Event.
6. The CITY and/or COMMISSION, at CITY and/or COMMISSION expense, is responsible for ordinary maintenance of the Golf Course Lower Parking Lot during the term of this Agreement. The SCHOOL BOARD, at SCHOOL BOARD expense, is responsible for ordinary maintenance of the parking lots on School Property.
7. The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law. The parties further acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 applicable to the parties, 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 shall indemnify and hold harmless, to the extent permitted by Florida Statutes Section 768.28, the CITY and COMMISSION against any actions, claims, or damages arising out of the negligent or wrongful act or omission of the SCHOOL BOARD, its employees, agents, and/or invitees (including attendees of the Special School Events) during the time that the Golf Course Parking Lot is in use by the SCHOOL BOARD for Faculty Use or for a Special School Event. The CITY and COMMISSION shall indemnify and hold harmless, to the extent permitted by Florida Statutes Section 768.28, the SCHOOL BOARD against any actions, claims, or damages arising out of the negligent or wrongful act or omission of the CITY and COMMISSION, its employees, agents, and/or invitees (including attendees of the Special Golf Course Events) during the time that the parking lots on School Property are in use by the CITY and/or COMMISSION for a Special Golf Course Event. The parties acknowledge that the foregoing shall not constitute an agreement by any party to indemnify the others for their own negligence, 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.

8. In the event that property damage to the Golf Course Property is caused by the SCHOOL BOARD, its employees, agents, and/or invitees (including attendees of the Special School Events) during the time that the Golf Course Parking Lot is in use by the SCHOOL BOARD for Faculty Use or for a Special School Event, the SCHOOL BOARD shall repair or replace the damaged property or reimburse the CITY and/or COMMISSION for the reasonable cost incurred by the CITY and/or COMMISSION in repairing or replacing the damaged property. In the event that property damage to the School Property is caused by the CITY and/or COMMISSION, its employees, agents, and/or invitees (including attendees of the Special Golf Course Events) during the time that the parking lots on the School Property are in use by the CITY and/or COMMISSION for a Special Golf Course Event, the CITY and/or COMMISSION shall repair or replace the damaged property or reimburse the SCHOOL BOARD for the reasonable cost incurred by the SCHOOL BOARD in repairing or replacing the damaged property.
9. Without waiving the right of sovereign immunity as provided by Florida Statutes, Section 768.28, the parties agree and warrant to maintain self-insurance, sufficient to cover any and all claims that may arise relating to the use of the other party's parking lots. The parties also

agree to provide a statement of the self-insurance to each other upon request.

10. Either party may terminate this agreement after it has given the other party thirty (30) days written notice. Any notices under this agreement shall be faxed and sent by overnight delivery to the following persons and addresses:

SCHOOL BOARD: Chief Operating Officer
3300 Forest Hill Blvd.
West Palm Beach, FL 33406
(Fax) (561) 357-7585

CITY: Ed Mitchell, City Administrator
City of West Palm Beach
200 Second Street
West Palm Beach, FL 33401
(Fax) (561) 659-8053

COMMISSION: Sharon Painter, General Manager
7001 Parker Avenue
West Palm Beach, Florida 33405
(Fax) (561) 582-9510

11. This Agreement shall expire on June 1., 2008. In the event that the CITY and/or COMMISSION initiate the renovation of the Golf Course Property and require the use of some/all of the 50 parking spaces to be made available for School use in paragraph 2 above prior to June 1., 2008, the CITY and/or COMMISSION shall endeavor to provide the SCHOOL BOARD with as much advance written notice as possible.

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

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, as the Governing Body of THE SCHOOL DISTRICT OF PALM BEACH COUNTY

(SEAL)

By: _____
Thomas E. Lynch, Chairman

Date: _____

ATTEST:

Arthur C. Johnson, Ph.D., Superintendent

Reviewed & Approved:

By: Blair [Signature]
School Board Attorney

THE CITY OF WEST PALM BEACH BY ITS CITY COMMISSION

(SEAL)

By: [Signature]
PRESIDING OFFICER

Date: 11/7/06

ATTEST: Jennifer R McDonald
CITY CLERK

Deputy

Reviewed & Approved:
By: [Signature] 11-6-06
City Attorney

BOARD OF SUPERVISORS OF THE WEST PALM BEACH GOLF COMMISSION

By: _____
Chairman

ATTEST:

By: _____
Sharon Painter, General Manager

Reviewed & Approved:

By: _____
Attorney for the Board of Supervisors
Of the West Palm Beach Golf Course
Commission

EXHIBIT "A"

LEGAL DESCRIPTION OF LOWER PARKING LOT

EXHIBIT "B"
LIST OF SPECIAL SCHOOL EVENTS

EXHIBIT "C"
SPECIAL EVENT REQUEST FORM

REQUEST DATE: _____

SPECIAL EVENT: _____

ANTICIPATED NUMBER OF PARKING SPACES NEEDED _____

MARK APPROPRIATE DAY(S) IN WHICH PARKING LOT WILL BE NEEDED:

Monday Tuesday Wednesday Thursday Friday
 Saturday Sunday

DATES: _____

TIME: _____ TO _____

_____ TO _____

OTHER PERTINENT INFORMATION (AS NECESSARY):

PRINCIPAL

APPROVED DISAPPROVED

GOLF COURSE GENERAL MANAGER

DATE

EXHIBIT "D"
SPECIAL EVENT REQUEST FORM

REQUEST DATE: _____

SPECIAL EVENT: _____

ANTICIPATED NUMBER OF PARKING SPACES NEEDED _____

MARK APPROPRIATE DAY(S) IN WHICH PARKING LOT WILL BE NEEDED:

() Saturday () Sunday

DATES: _____

TIME: _____ TO _____

_____ TO _____

OTHER PERTINENT INFORMATION (AS NECESSARY):

GOLF COURSE GENERAL MANAGER

() APPROVED () DISAPPROVED

PRINCIPAL

DATE

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3300 Forest Hill Blvd.
West Palm Beach, FL 33406
(Fax) (561) 357-7585

CITY: Ed Mitchell, City Administrator
City of West Palm Beach
200 Second Street
West Palm Beach, FL 33401
(Fax) (561) 659-8053

COMMISSION: Sharon Painter, General Manager
7001 Parker Avenue
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11. This Agreement shall expire on June 1,, 2008. In the event that the CITY and/or COMMISSION initiate the renovation of the Golf Course Property and require the use of some/all of the 50 parking spaces to be made available for School use in paragraph 2 above prior to June 1,, 2008, the CITY and/or COMMISSION shall endeavor to provide the SCHOOL BOARD with as much advance written notice as possible.

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

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, as the Governing Body of THE SCHOOL DISTRICT OF PALM BEACH COUNTY

(SEAL)

By: _____
Thomas E. Lynch, Chairman

Date: _____

ATTEST:

Arthur C. Johnson, Ph.D., Superintendent

Reviewed & Approved:

By: Blair
School Board Attorney

THE CITY OF WEST PALM BEACH
BY ITS CITY COMMISSION

By: _____
PRESIDING OFFICER

Date: 11/2/06

(SEAL)

ATTEST:

Deputy Jennifer R. Masunard
CITY CLERK

Reviewed & Approved:

By: WSU 11-6-06
City Attorney

BOARD OF SUPERVISORS OF THE WEST PALM BEACH GOLF COMMISSION

By: _____
Chairman

ATTEST:

By: _____
Sharon Painter, General Manager

Reviewed & Approved:

By: _____
Attorney for the Board of Supervisors
Of the West Palm Beach Golf Course
Commission

EXHIBIT "A"

LEGAL DESCRIPTION OF LOWER PARKING LOT

EXHIBIT "B"
LIST OF SPECIAL SCHOOL EVENTS

EXHIBIT "C"
SPECIAL EVENT REQUEST FORM

REQUEST DATE: _____

SPECIAL EVENT: _____

ANTICIPATED NUMBER OF PARKING SPACES NEEDED _____

MARK APPROPRIATE DAY(S) IN WHICH PARKING LOT WILL BE NEEDED:

Monday Tuesday Wednesday Thursday Friday
 Saturday Sunday

DATES: _____

TIME: _____ TO _____
_____ TO _____

OTHER PERTINENT INFORMATION (AS NECESSARY):

PRINCIPAL

APPROVED DISAPPROVED

GOLF COURSE GENERAL MANAGER

DATE

EXHIBIT "D"
SPECIAL EVENT REQUEST FORM

REQUEST DATE: _____

SPECIAL EVENT: _____

ANTICIPATED NUMBER OF PARKING SPACES NEEDED _____

MARK APPROPRIATE DAY(S) IN WHICH PARKING LOT WILL BE NEEDED:

() Saturday () Sunday

DATES: _____

TIME: _____ TO _____

_____ TO _____

OTHER PERTINENT INFORMATION (AS NECESSARY):

GOLF COURSE GENERAL MANAGER

() APPROVED () DISAPPROVED

PRINCIPAL

DATE

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)	Through June 1, 2008
Termination Clause	Yes
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> .

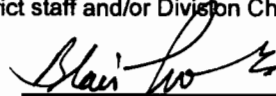
Other Issues:

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


 By: Blair (Name and Date)

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and
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6. The CITY and/or COMMISSION, at CITY and/or COMMISSION expense, is responsible for ordinary maintenance of the Golf Course Lower Parking Lot during the term of this Agreement. The SCHOOL BOARD, at SCHOOL BOARD expense, is responsible for ordinary maintenance of the parking lots on School Property.
7. The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law. The parties further acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 applicable to the parties, 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 shall indemnify and hold harmless, to the extent permitted by Florida Statutes Section 768.28, the CITY and COMMISSION against any actions, claims, or damages arising out of the negligent or wrongful act or omission of the SCHOOL BOARD, its employees, agents, and/or invitees (including attendees of the Special School Events) during the time that the Golf Course Parking Lot is in use by the SCHOOL BOARD for Faculty Use or for a Special School Event. The CITY and COMMISSION shall indemnify and hold harmless, to the extent permitted by Florida Statutes Section 768.28, the SCHOOL BOARD against any actions, claims, or damages arising out of the negligent or wrongful act or omission of the CITY and COMMISSION, its employees, agents, and/or invitees (including attendees of the Special Golf Course Events) during the time that the parking lots on School Property are in use by the CITY and/or COMMISSION for a Special Golf Course Event. The parties acknowledge that the foregoing shall not constitute an agreement by any party to indemnify the others for their own negligence, 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.

8. In the event that property damage to the Golf Course Property is caused by the SCHOOL BOARD, its employees, agents, and/or invitees (including attendees of the Special School Events) during the time that the Golf Course Parking Lot is in use by the SCHOOL BOARD for Faculty Use or for a Special School Event, the SCHOOL BOARD shall repair or replace the damaged property or reimburse the CITY and/or COMMISSION for the reasonable cost incurred by the CITY and/or COMMISSION in repairing or replacing the damaged property. In the event that property damage to the School Property is caused by the CITY and/or COMMISSION, its employees, agents, and/or invitees (including attendees of the Special Golf Course Events) during the time that the parking lots on the School Property are in use by the CITY and/or COMMISSION for a Special Golf Course Event, the CITY and/or COMMISSION shall repair or replace the damaged property or reimburse the SCHOOL BOARD for the reasonable cost incurred by the SCHOOL BOARD in repairing or replacing the damaged property.
9. Without waiving the right of sovereign immunity as provided by Florida Statutes, Section 768.28, the parties agree and warrant to maintain self-insurance, sufficient to cover any and all claims that may arise relating to the use of the other party's parking lots. The parties also

agree to provide a statement of the self-insurance to each other upon request.

10. Either party may terminate this agreement after it has given the other party thirty (30) days written notice. Any notices under this agreement shall be faxed and sent by overnight delivery to the following persons and addresses:

SCHOOL BOARD: Chief Operating Officer
3300 Forest Hill Blvd.
West Palm Beach, FL 33406
(Fax) (561) 357-7585

CITY: Ed Mitchell, City Administrator
City of West Palm Beach
200 Second Street
West Palm Beach, FL 33401
(Fax) (561) 659-8053

COMMISSION: Sharon Painter, General Manager
7001 Parker Avenue
West Palm Beach, Florida 33405
(Fax) (561) 582-9510

11. This Agreement shall expire on June 1,, 2008. In the event that the CITY and/or COMMISSION initiate the renovation of the Golf Course Property and require the use of some/all of the 50 parking spaces to be made available for School use in paragraph 2 above prior to June 1,, 2008, the CITY and/or COMMISSION shall endeavor to provide the SCHOOL BOARD with as much advance written notice as possible.

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

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, as the Governing Body of THE SCHOOL DISTRICT OF PALM BEACH COUNTY

(SEAL)

By: _____
Thomas E. Lynch, Chairman

Date: _____

ATTEST:

Arthur C. Johnson, Ph.D., Superintendent

Reviewed & Approved:

By: Blair [Signature]
School Board Attorney

THE CITY OF WEST PALM BEACH BY ITS CITY COMMISSION

(SEAL)

By: [Signature]
PRESIDING OFFICER

Date: 11/7/06

ATTEST: Jennifer R. McDaniel
CITY CLERK

Deputy

Reviewed & Approved:

By: [Signature] 11-6-06
City Attorney

BOARD OF SUPERVISORS OF THE WEST PALM BEACH GOLF COMMISSION

By: _____
Chairman

ATTEST:

By: _____
Sharon Painter, General Manager

Reviewed & Approved:

By: _____
Attorney for the Board of Supervisors
Of the West Palm Beach Golf Course
Commission

EXHIBIT A

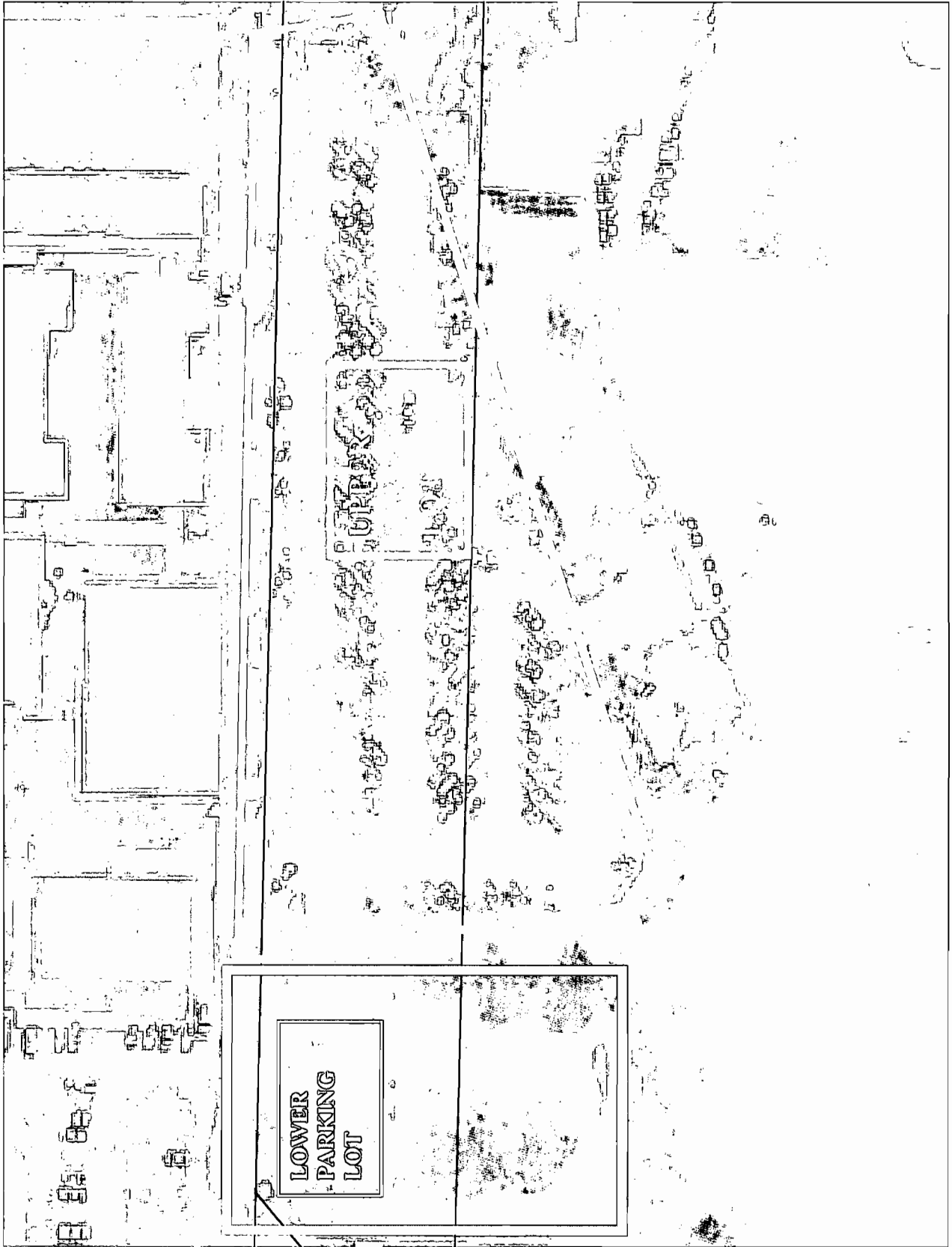


EXHIBIT "B"

FOREST HILL HIGH SCHOOL EVENTS

<u>Date</u>	<u>Time</u>	<u>Event</u>
December 7, 2006	6:00pm -10:30pm	Drama Performance
December 8, 2006	6:00pm – 10:30pm	Boys Basketball / Drama Performance
December 12, 2006	6:30pm – 10:00pm	Musical Concert
December 13, 2006	5:30pm – 10:00pm	Boys Basketball
January 17, 2007	5:30pm – 10:00pm	Boys Basketball / Boys Soccer Game
January 24, 2007	5:30pm – 9:30pm	Boys Basketball
January 26, 2007	5:30pm – 9:30pm	Boys Basketball
January 30, 2007	5:30pm – 9:30pm	Boys Basketball
February 2, 2007	5:30pm – 9:30pm	Boys Basketball

EXHIBIT "C"
SPECIAL EVENT REQUEST FORM

REQUEST DATE: _____

SPECIAL EVENT: _____

ANTICIPATED NUMBER OF PARKING SPACES NEEDED _____

MARK APPROPRIATE DAY(S) IN WHICH PARKING LOT WILL BE NEEDED:

Monday Tuesday Wednesday Thursday Friday
 Saturday Sunday

DATES: _____

TIME: _____ TO _____

_____ TO _____

OTHER PERTINENT INFORMATION (AS NECESSARY):

PRINCIPAL

APPROVED DISAPPROVED

GOLF COURSE GENERAL MANAGER

DATE

EXHIBIT "D"
SPECIAL EVENT REQUEST FORM

REQUEST DATE: _____

SPECIAL EVENT: _____

ANTICIPATED NUMBER OF PARKING SPACES NEEDED _____

MARK APPROPRIATE DAY(S) IN WHICH PARKING LOT WILL BE NEEDED:

() Saturday () Sunday

DATES: _____

TIME: _____ TO _____

_____ TO _____

OTHER PERTINENT INFORMATION (AS NECESSARY):

GOLF COURSE GENERAL MANAGER

() APPROVED () DISAPPROVED

PRINCIPAL

DATE