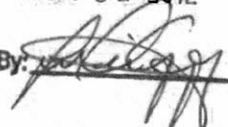


JUN 31 2012

By: 

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

THIS INTERLOCAL AGREEMENT is made this 31<sup>st</sup> day of June, 2012, between the **CITY OF DELRAY 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; and

**WHEREAS**, the parties recognize that Atlantic High School and Carver Middle School specially benefit from the use of the facilities at the City-owned Robert P. Miller Park and the Delray Beach Community Center; and

**WHEREAS**, the parties recognize that the City specially benefits from the use of the facilities at Atlantic High School, Village Academy, and Banyan Creek Elementary.

**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 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. The defined term "Board Facilities" does not include the Hilltopper Stadium, which is addressed by a separate lease agreement between the parties entitled Lease Agreement for the Use of School Facilities Between the City of Delray Beach and the School Board of Palm Beach County dated April 10, 2009 and the Amendment No. 1 to the Lease Agreement dated August 5, 2011.

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 centers; aquatic facilities; playgrounds; tennis, racquetball and basketball courts; and athletic fields. The defined term "City Facilities" does not include the Seacrest Soccer Complex, which is addressed by a separate use agreement between the parties entitled Interlocal Agreement Between the School Board of Palm Beach County and the City of Delray Beach for the Purchase and Construction of a Soccer Complex and Joint Use of Land and Facilities dated July 26, 2006 and Amendment No. 4 to the Interlocal Agreement dated August 5,

2011.

C. "Director of Parks and Recreation" means the City's Director of Parks and Recreation, or his/her designee.

D. "Facility" or "Facilities" means the "Board Facilities", the Banyan Creek Facilities, and the "City Facilities" and Robert P. Miller Park.

E. "Banyan Creek Elementary" means four (4) classrooms as mutually agreed by the City's Fire Chief and the Banyan Creek Principal at Banyan Creek Elementary.

F. "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. County activities and programs pursuant to the Interlocal Agreement entered into by the Board and Palm Beach County dated December 2, 2008. Should such a requested use in this category result in displacing a pre-existing City activity or program, such displacement shall be resolved by the Chief of Support Operations on behalf of the Board and the City Manager, or his or her designee, on behalf of the City. The Board shall use its best efforts to find an alternative appropriate Board Facility for the affected activity or program.

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

**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.

I. "Recognized Sports Provider" means an organized recreation group or organization identified in the attached Exhibit "C", which may be amended or supplemented from time to time upon the mutual agreement of the Board's Chief of

Support Operations and the City Administrator, without formal amendment hereto.

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 "B" which may be amended or supplemented from time to time upon the mutual agreement of the Board's Chief of Support Operations and the City Manager, or his/her designee, 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. In addition to making the Board Facilities available as set forth in Paragraph 4.A. above, the Board agrees to make the Board Facilities at Atlantic High School and Village Academy 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 at Atlantic High School and Village Academy Facilities 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 the Atlantic High School and Village Academy Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Atlantic High School and Village Academy Facilities; and (iv) all applicable local, state and federal laws.

1. The Board Facilities at Atlantic High School shall be available as follows:

a. For the purpose of a youth summer basketball program sponsored and operated by the City that runs for approximately five (5) weeks in the summer from approximately June through mid-July. The Atlantic High School gymnasium shall be open from 7:30am until 5:30pm, Monday through Thursday. The Atlantic High School gymnasium may, at the request of the



City, be open from 7:30 am until 5:30 pm on Fridays during the summer; however the City shall be responsible for the costs set forth below in Paragraph 4.D.

b. For the purpose of a youth track and field program sponsored and operated by the City that runs for approximately twelve (12) weeks during the school year from approximately March through May. The Atlantic High School track and field shall be open from 6:00 p.m. until 7:30 p.m., Tuesday and Thursday.

2. The Board Facilities at Village Academy shall be available as follows:

a. For the purpose of a youth basketball program sponsored and operated by the City that runs for approximately twelve (12) weeks during the school year from approximately January through March. The Village Academy gymnasium shall be open from 6:00 p.m. until 9:00 p.m., Monday, Tuesday, and Wednesday and from 8:00 a.m. until 4:00 p.m. on Saturday.

3. The Banyan Creek Elementary Facilities shall be available as follows:

a. For the purpose of a Fire Department training program sponsored and operated by the City that runs for approximately one (1) day during the summer on June 26, 2012. The four (4) classrooms at Banyan Creek shall be open from 9:00 a.m. until 4:00 p.m.

Staff costs and the other costs, including utilities, shall be calculated consistent with Board Policy 7.18 as mutually agreed by the Board's Chief of Support Operations and the City Manager. The Banyan Creek Elementary Facilities shall not, except as specifically set forth in this Paragraph 4.B., be available to the City or the City's Recognized Sports Providers under the other terms of this Agreement. In the event that the City desires to operate youth programs using a facility at another Board-operated

school site, the specific facility at that school may be added to this Agreement by mutual agreement of the Board's Chief of Support Operations and the City Manager, without formal amendment hereto, provided the use of the alternative or additional Board facilities is cost-neutral to the Board.

C. 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 Board's use of the City 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 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.

D. The City and Board shall be responsible for paying the actual charges for necessary Facility staff and utilities if all or a portion of the Facility is scheduled to be closed or not normally staffed during the proposed use.

E. The City shall submit all requests for use of the Board Facilities and Banyan Creek Elementary Facilities in writing on the form attached hereto as Exhibit "A" to the Principal responsible for the management of the respective Facility or his or her designee no less than thirty (30) days prior to the date that the City desires to use the 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 Facility if that particular Facility has been selected to remain closed during the summer.

F. The Board shall submit all requests for use of the City Facilities in writing on the form attached hereto as Exhibit "A" to the Director of Parks and Recreation, 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.

G. Notwithstanding the requirements set forth in Paragraphs 4.E. and 4.F. above, in the event that a need to use a Facility arises less than thirty (30) days prior to the date the City or Board Facility is needed, the City or Board, as applicable, will use reasonable efforts to expedite the review of and accommodate such request to the extent practicable under the circumstances.

H. 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.

I. 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 City shall read "the City of Delray Beach, 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.

J. 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 pay for lifeguards to staff the Facility.

K. 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.

L. 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 all waste, garbage, and rubbish resulting from such party's use of the Facilities to be deposited into designated receptacles and dumpsters.

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

1. City staff at the Aquatic Center;
2. City staff when Facilities are closed;
3. City staff for preparation of athletic Facilities for Board use, if field preparation is requested by the Board; and

4. Staff and utilities in accordance with Paragraph 4.D. of this Agreement.

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

1. Board staff when Facilities are closed;
2. Board staff for preparation of athletic Facilities for City use, if field preparation is requested by the City; and
3. Staff and utilities in accordance with Paragraph 4.D. of 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 to the City Recognized Sports Providers according to the Priority of Use, except as otherwise provided for in this Agreement. The City Recognized Sports Provider shall be responsible for payment of any fees set forth in Paragraph 4.N above directly to the Board. 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 "B"; (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 Provider shall be required to obtain a Facility Use Permit from the City. The Facility Use Permit shall, at a minimum, require the City Recognized Sports Provider to:

1. Provide proof of insurance for such coverages and amounts as may be required by the Board's Director of Employee Benefits and Risk Management when Board Facilities are to be utilized and name the Board as an additional insured;
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 Board Facilities, taking into consideration the types of activities planned;

4. Return the Board Facilities in the same condition as they were accepted and to remove all waste, garbage and rubbish resulting from the City Recognized Sports Provider's use of the Board Facilities;

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. Provide proof of current approved background checks for all staff and volunteers if the Recognized Sports Provider will be working with youth programs.

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 Director of Parks and Recreation no less than forty five (45) days prior to the date the City Recognized Sports Provider desires to use the Board Facility. The Director of Parks and Recreation 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 Director of Parks and Recreation within fifteen (15) days of the date of the Director of Parks and Recreation'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, neither party shall be obligated to make their Facilities available for use by the other for tournaments or any events where admission or concession fees or charges will be collected or imposed.

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 Director of Parks and Recreation regarding the use or availability of a Facility, the dispute shall be referred to the Board's Chief of Support Operations and the City Manager, or his/her designee, who shall both make a good faith effort to resolve the dispute.

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 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 cause. 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 Manager  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

With copies to:  
City Attorney  
200 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

**IF TO BOARD:**

Director of Planning and Real Estate  
3300 Forest Hill Boulevard, Suite C-110  
West Palm Beach, FL 33406

With copies to:  
School Board General Counsel  
P.O. Box 19239  
West Palm Beach, Florida 33416

15. **Governing Law and Venue:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

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, national origin, disability, religion, ancestry, marital status, sexual orientation, gender, gender identity or expression, or genetic information, 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. Notwithstanding the foregoing, this Agreement shall not supersede or replace that certain Interlocal Agreement between the City and Board dated November 17, 2009

regarding the use of the Police Training Facility located at 2350 N. Seacrest Blvd., Delray Beach, Florida, which shall remain in full force and effect.

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.

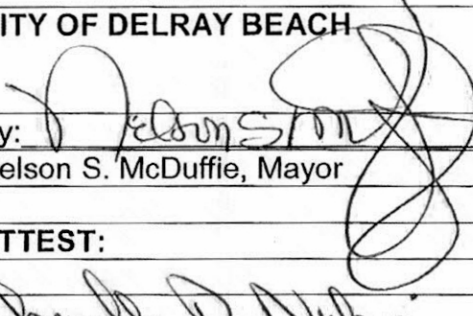
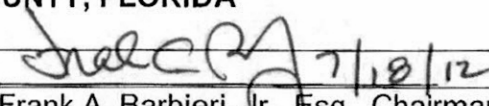
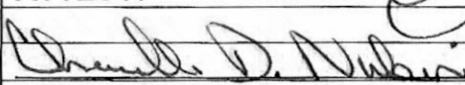
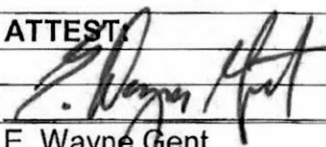
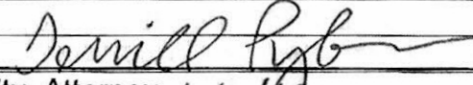
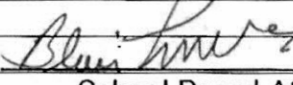
24. **Construction:** Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one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

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.

[SIGNATURES ON FOLLOWING PAGE]

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

<b>CITY OF DELRAY BEACH</b>	<b>SCHOOL BOARD OF FLORIDA BEACH COUNTY, FLORIDA</b>
By:  Nelson S. McDuffie, Mayor	By:  7/18/12 Frank A. Barbieri, Jr., Esq., Chairman
<b>ATTEST:</b>  City Clerk	<b>ATTEST:</b>  E. Wayne Gent Superintendent of Schools Date: 7/2/12
<b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY:</b>  City Attorney 6/7/12	<b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY:</b>  School Board Attorney

**EXHIBIT "A"**

**THE CITY OF DELRAY BEACH AND  
THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
INTER-LOCAL 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  
Director of Recreation Services**

\_\_\_\_\_  
**Date**

.....  
Approve      Disapprove

Reason if disapproved: \_\_\_\_\_

\_\_\_\_\_  
**Principal  
Director of Recreation Services**

\_\_\_\_\_  
**Date**



## Exhibit "B"

### 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 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

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief of Support Operations and the City Manager, or his or her designee. The maximum operational hours do not apply to outdoor facilities.

## **Exhibit "C"**

### **CITY RECOGNIZED SPORTS PROVIDERS**

Delray Beach National Little League

Delray Beach American Little League

Delray Beach Athletic Club

Miracle League

Delray Beach Roots Basketball