

**SPECIAL USE INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF JUPITER
AND
THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE MUTUAL USE OF FACILITIES
AND
JUPITER STADIUM FIELD IMPROVEMENT PROJECT**

Filed with the Palm Beach
County Clerk's Office

MAY 12 REC'D

By: 

This SPECIAL USE INTERLOCAL AGREEMENT ("Agreement") is made this ____ day of April, 2014, between the Town of Jupiter, a municipal corporation of the State of Florida, ("Town") 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 Town and Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, the parties recognize that Jupiter Community High School ("JCHS") specially benefits from the longstanding positive relationship with the Town and the ability to use Town facilities for JCHS activities and programs; and

WHEREAS, the Town's government complex, including its Community Center, is located adjacent to the Board's JCHS; and

WHEREAS, the parties recognize that the Town specially benefits from the longstanding positive relationship with JCHS and the ability to use JCHS facilities for Town activities and programs; and

WHEREAS, the Town and Board desire the ability to use the facilities of the other; and

WHEREAS, JCHS has certain athletic facilities ("JCHS Athletic Facilities") and non-athletic facilities ("JCHS Facilities"); and

WHEREAS, Town would like to use the JCHS Athletic Facilities and JCHS Facilities for Town or Town Recognized Recreation Provider activities and programs when not in use by JCHS; and

WHEREAS, Board agrees the Town may use the JCHS Athletic Facilities and JCHS Facilities, as provided under the terms of this Agreement, provided the Board retains its priority for Board activities and programs; and

WHEREAS, Town's Community Center contains certain athletic facilities and the Town also owns and operates Jupiter Community Park, Lighthouse Park and Jupiter Community Park South ("Town Athletic Facilities"). The Town's Community Center also contains non-athletic facilities ("Town Facilities"); and

WHEREAS, Board would like to use the Town Athletic Facilities and Town Facilities for Board activities and programs when not in use by Town; and

WHEREAS, Town is receptive to Board's request to use the Town Athletic Facilities and Town Facilities, as provided under the terms of this Agreement, provided the Town retains its priority for Town activities and programs; and

WHEREAS, Town agrees to JCHS's desire to improve the JCHS Athletic Facilities with expanded use by Town and Town Recognized Recreation Providers; and

WHEREAS, the parties agree to cooperate to improve the JCHS Stadium Field with the addition of synthetic turf, which will allow for expanded use by the Board, JCHS, Town and Town Recognized Recreation Providers, including capital and renewal/replacement funding, in accordance with this Agreement ("the Project").

WHEREAS, in accordance with Florida law, Board is the owner and operator of public schools in Palm Beach County, including JCHS, and any obligation by JCHS or

the JCHS Athletic Boosters as set forth in this Agreement are derived from the Board pursuant to authority delegated by the Board to the JCHS Principal; and

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 Town to utilize each other's facilities located on real property owned by the respective parties and provide a procedure for authorizing; the use of JCHS Facilities and the JCHS Athletic Facilities by the Town and Town Recognized Recreation Providers; the use of Town Facilities and Town Athletic Facilities by Board and JCHS; and to provide for the Project.

3. Definitions.

A. "Director of Recreation Services" means the Director of the Recreation Services Division of the County's Parks and Recreation Department or his or her designee.

B. "Facilities" means the JCHS Facilities, JCHS Athletic Facilities, Town Facilities and Town Athletic Facilities.

C. "County" means Palm Beach County, a political subdivision of the State of Florida.

D. "JCHS Athletic Boosters" shall mean the support organization at JCHS for the athletic programs.

E. "JCHS Athletic Facilities" means athletic fields (JCHS Stadium Field, Main Practice Field, Small Practice Field, Baseball Field and Softball Field), outdoor basketball courts, tennis courts, track and gymnasium.

F. "JCHS Facilities" means classrooms, the auditorium and parking areas at Jupiter High School, but not including JCHS Athletic Facilities.

G. "JCHS Stadium Field" means the athletic field inside the track at JCHS, which is used for football, soccer, lacrosse, flag football, band, cheerleading and other JCHS activities.

H. "Jupiter Stadium Field Improvement Project" or "the Project" means the addition of a synthetic turf field, which will allow for expanded use by JCHS, Town and Town Recognized Recreation Providers, including capital and renewal/replacement funding, in accordance with this Agreement

I. "Priority of Use" means the resolution of the priority of uses when there are conflicting requests for the use of a Facility.

J. "Town Recognized Recreation Provider" means an organized recreation group or organization affiliated with the Town, such as Jupiter Tequesta Athletic Association, and 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 of Support Operations ("Board's CSO") and the Town Manager, without formal amendment hereto.

K. "Town Facilities" means facilities owned or operated by the Town that are made available for public use by the Town and are not used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Town Facilities" and "Town Facility" includes: community centers; parking lots and other facilities that are not Town Athletic Facilities.

L. "Town Athletic Facilities" means facilities owned or operated by the Town that are made available for public use by the Town and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Town Athletic Facilities" includes: parks; gymnasiums; tennis, racquetball and basketball courts; playgrounds and athletic fields.

M. "Town Manager" means the Town Manager of the Town of Jupiter, Florida or his or her designee.

4. Priority of Use

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

1. Board activities and programs or Board Facility lease agreements; and
2. County or County User Group activities and programs pursuant to the Interlocal Agreement entered into by the Board and County, as that Interlocal Agreement may be replaced, amended, extended or renewed; and
3. Town activities and programs pursuant to this Agreement, which generally include meetings, seminars, banquets or educational activities; and
4. Town Recognized Recreation Providers pursuant to this Agreement, which generally include meetings,

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

1. Board activities and programs, Board Facility lease agreements or other use agreements for the JCHS Stadium Field pursuant to this Agreement; and
2. Town activities and programs on the JCHS Stadium Field pursuant to this Agreement, as the JCHS Stadium Field will be improved by funds exceeding \$100,000 contributed by the Town. Should such a requested use in this category result in displacing a County activity or program, such displacement shall be resolved by the Board's CSO on behalf of the Board, and the Director of Recreation Services on behalf of the County. The Board shall use its best efforts to find an alternate appropriate Board Facility for the affected County activity or program; and
3. Town Recognized Recreation Providers activities and programs on the JCHS Stadium Field pursuant to this Agreement, as the JCHS

Stadium Field will be improved by funds exceeding \$100,000 contributed by the Town. Should such a requested use in this category result in displacing a County activity or program, such displacement shall be resolved by the Board's CSO on behalf of the Board, and the Director of Recreation Services on behalf of the County. The Board shall use its best efforts to find an alternate appropriate Board Facility for the affected County activity or program; and

4. County or County User Group activities and programs pursuant to the Interlocal Agreement entered into by the Board and Palm Beach County, as that Interlocal Agreement may be replaced, amended, extended or renewed; and
5. Town activities and programs on JCHS Athletic Facilities other than the JCHS Stadium Field pursuant to this Agreement, which generally will include athletics and other recreational activities; and
6. Town Recognized Recreation Provider activities and programs on JCHS Athletic Facilities other than the JCHS Stadium Field pursuant to this Agreement, which generally will include athletics and other recreational activities

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

1. Town activities and programs or Town facility rental agreements; and
2. Town Recognized Recreation Provider activities and programs; and
3. Board activities and programs pursuant to this Agreement, which generally include meetings, seminars, banquets or educational activities.

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

1. Town activities and programs or Town facility rental agreements;
and
2. Town Recognized Recreation Provider activities and programs; and
3. Board activities and programs pursuant to this Agreement, which
generally include athletics and other recreational activities.

5. Use of Facilities.

A. The Board agrees to make the JCHS Athletic Facilities available for use by the Town according to the Priority of Use at no cost or expense to the Town, except as otherwise provided for in this Agreement. To the extent there is an additional cost for air conditioning of the JCHS gymnasium on Fridays during the summer months, the JCHS Athletic Boosters shall be responsible for such additional cost, based upon the Board's standard rates and percentages for the use of such facilities, and the JCHS Principal shall transfer the funds directly from the JCHS Athletic Boosters school account for this purpose. The Town's use of the JCHS Athletic Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement including but not limited to the Facility operating hours of Exhibit "C"; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities (available on Board's official website and promptly updated as changes are made); (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. In the event that any JCHS Athletic Facilities are unavailable for use by the Town as a result of the need for unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, including weather and the resulting condition of facilities, or safety considerations, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the Town, other than to refund of funds, if any, paid in advance for the use of the JCHS Athletic Facility.

B. The JCHS Athletic Facilities shall be available according to the Priority of Use, in accordance with the regular operating hours on Exhibit "C," or with respect to any expanded hours for the JCHS Stadium Field, as may be mutually agreed to between the Town Manager, the JCHS Principal and the Board's CSO.

C. The Board agrees to make the JCHS Facilities available for use by the Town according to the Priority of Use at no cost or expense to the Town, except as otherwise provided for in this Agreement. To the extent there is an additional cost for air conditioning of the JCHS Facilities on Fridays during the summer months, JCHS shall be responsible for such additional cost, based upon the Board's standard rates and percentages for the use of such facilities, and the JCHS Principal shall transfer the funds directly from the appropriate school account for this purpose. The Town's use of the JCHS Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement including but not limited to the Facility operating hours of Exhibit "C"; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities (available on Board's official website and promptly updated as changes are made); (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. In the event that any JCHS Facilities are unavailable for use by the Town as a result of the need for unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, including weather and the resulting condition of facilities, or safety considerations, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the Town, other than to refund of funds, if any, paid in advance for the use of the JCHS Facility. The JCHS Facilities shall be available according to the Priority of Use, in accordance with the regular operating hours on Exhibit "C."

D. The Town agrees to make available the Town Facilities and Town Athletic Facilities for use by JCHS according to the Priority of Use at no cost or expense to JCHS or the Board, except as otherwise provided for in this Agreement. To the extent

there is an additional cost for air conditioning of the Town Facilities for days that the Town Facilities are closed, JCHS shall be responsible for such additional cost, based upon the Town's standard rates and percentages for the use of such facilities. Use of the Town Facilities or Town Athletic Facilities by JCHS or the Board shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the Town's rules, regulations and policies governing the use of the Town's Facilities (available on Town's official website and promptly updated as changes are made); (iii) any grant or bond obligations pertaining to the use of any of the Town Facilities; and (iv) all applicable local, state and federal laws. In the event that any Town Facilities or Town Athletic Facilities are unavailable for use by JCHS or the Board as a result of the Town's need for unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, including weather and the resulting condition of facilities, or safety considerations, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by JCHS or the Board, other than to refund of funds, if any, paid in advance for the use of the Town Facility or Town Athletic Facility. The Town Facilities or Town Athletic Facilities shall be available according to the Priority of Use, in accordance with the Town's regular operating hours on Exhibit C, or as mutually agreed to between the Town Manager and the JCHS Principal.

E. Prior to July 15 of each year, the parties shall establish a Master Calendar for the use of each other's Facilities, including the JCHS Athletic Facilities and Town Athletic Facilities, which shall be subject to the approval of the JCHS Principal or his or her designee and the Town Manager or his or her designee. The parties shall work together to update the Master Calendar during the year and to accommodate each other's requests as may be reasonably possible. Any requests for use of JCHS Athletic Facilities by Town Recognized Recreation Providers shall be coordinated by the Town.

F. For requests other than those included on the Master Calendar, the Town shall submit a written request for use of the JCHS Facilities or JCHS Athletic Facilities on the form attached hereto as Exhibit "B" to the JCHS Principal no less than 30 days

prior to the date that the Town desires to use the JCHS Facilities or JCHS Athletic Facilities. The Board shall be responsible for ensuring that a written response to the request is provided to the Town within 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 particular JCHS Facility or JCHS Athletic Facility if that particular JCHS Facility or JCHS Athletic Facility has been selected to remain closed during the summer or any particular time period.

G. For requests other than those included on the Master Calendar, JCHS or the Board shall submit requests for use of the Town Facilities or Town Athletic Facilities in writing on the form attached hereto as Exhibit "B" to the Town Manager, no less than 30 days prior to the date that JCHS or the Board desires to use the Town Facility or Town Athletic Facility. The Town shall be responsible for ensuring that a written response to the request is provided to JCHS or the Board within 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 Town reserves the right to deny use of the particular Town Facility or Town Athletic Facility if the Town Manager determines that a particular Town Facility or Town Athletic Facility is to be closed during the summer or any particular time period.

H. The Board and Town 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 Town 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 the Board is 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 each party 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 Town shall read "Town Commission of the Town of Jupiter, Florida, its Elected and Appointed Officials and its Employees and Agents". The additional insured endorsement for the Board shall read "The School Board of Palm Beach County, Florida, its Elected and Appointed Officials and its 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 acknowledge and agree that the Board is 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 their respective insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for compliance with 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, including police or other

security as that party deems appropriate, taking into consideration the types of activities planned, when using the other's Facilities, and the party using a Facility shall be responsible for making sure all doors and gates are locked after its use. Due to the particular safety and security concerns of the public school system, the JCHS Supervising Police Officer shall review proposed uses of JCHS Facilities and JCHS Athletic Facilities by the Town to determine whether police are necessary and the appropriate staffing levels if it determines that police are necessary. In accordance with Board requirements, Board police shall be given the first option to provide such services in accordance with the established rate structure, with payment to be made by the Town. Similarly, the Town Manager shall review proposed uses of Town Facilities or Town Athletic Facilities, in conjunction with the JCHS Supervising Police Officer, to determine whether police are necessary and the appropriate staffing levels if police are necessary. Under these circumstances, Town police shall be given an option to assist with providing such services in accordance with Board requirements and the established Town rate structure, with payment to be made by JCHS. Any disagreement shall be resolved in accordance with Paragraph 10 below.

K. In the event the Facilities are damaged, the party using the Facilities shall promptly notify the other party in writing of the damage and shall following written notice reimburse the other party for the actual costs to repair the damage. Reimbursement shall be made within 60 days of a party's receipt of the written request for reimbursement of costs.

L. The parties shall work together to establish a "check-in" and "check-out" procedure for the use of each other's facilities.

M. 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 deposited in provided containers or removed from the Facilities all waste, garbage and rubbish resulting from such party's use of the Facilities.

N. 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, camps or any events where admission fees, fundraising, vendor fees or other charges will be collected or imposed, although such use is not prohibited. Any such use is subject to mutual agreement and Board Policy 7.18.

O. To the extent that the use of any Facilities takes place during a time when the party owning the Facilities does not have staff present or if the use requires additional staff, then the party using the Facilities shall secure an agreement for sufficient staff to be present and shall be responsible for reimbursing the party owning the facilities at the party's standard rates. The parties shall work together during the development of the Master Calendar, or thereafter, to address such circumstances. Any disagreement will be resolved in accordance with Paragraph 10 below.

6. Use of JCHS Athletic Facilities by Town Recognized Recreation Providers.

A. The Board agrees to make the JCHS Athletic Facilities available for use by the Town Recognized Recreation Providers at no cost or expense to the Town Recognized Recreation Providers according to the Priority of Use, except as otherwise provided for in this Agreement. Use of the JCHS Athletic Facilities by the Town Recognized Recreation Providers shall depend on availability and 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 Board Facilities (available on Board's official website and promptly updated as changes are made); (iii) any bond or grant obligations pertaining to the use of the Board Facilities; and (iv) all applicable local, state and federal laws. In the event that any JCHS Athletic Facilities are unavailable for use by the Town Recognized Recreation Providers as a result of the need for unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, including weather and the resulting condition of facilities, or safety considerations, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the Town, other than to refund of funds, if any, paid

in advance for the use of the JCHS Athletic Facility. The JCHS Athletic Facilities shall be available according to the Priority of Use, in accordance with the regular operating hours on Exhibit "C" or with respect to the JCHS Stadium Field any expanded hours as specifically agreed to between the Town Manager, the JCHS Principal and the Board's CSO.

B. Prior to being granted access to any of the JCHS Athletic Facilities, each Town Recognized Recreation Provider shall obtain a Facility Use Permit from the Town. The Facility Use Permit shall, at a minimum, require the Town Recognized Recreation Provider to:

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

Commercial General Liability Insurance - The Town Recognized Recreation Provider shall have and maintain commercial general liability (CGL) insurance including contractual liability and products and completed operations insurance and shall be written on the most recent form of CG 00 01. The Board shall be named as an additional insured under the CGL using ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or their equivalent, providing additional insured coverage for both premises/operations and completed operations. This insurance including insurance provided under a commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by the School Board. Coverage shall be for bodily and personal injury and property damages. Limits of liability shall be set at \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate. CGL must include Medical Expense, unless participant coverage is required).

Workers' Compensation - insurance coverage in accordance with and in compliance with Chapter 440, Florida Statutes.

Employers' Liability – insurance coverage with limits as follows:

- a) \$ 500,000 Bodily Injury by Accident for each accident
- b) \$ 500,000 Bodily Injury by Disease, policy limit
- c) \$ 500,000 Bodily Injury by Disease, each employee

Each Town Recognized Recreation Provider waives all rights against the School Board and its agents, officers, directors and employees for recovery of claims for bodily injury to the extent these injuries are covered by the workers' compensation and Employers' Liability Insurance.

Business Automobile Liability shall be required with limits of at least; One Million Dollars (\$1,000,000.00) per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non-owned automobiles, with the Board as the additional insured on the policy. Business auto coverage shall be written on the most recent form of ISO form CA 00 01 or a substitute providing equivalent liability coverage. In the event the Town Recognized Recreation Provider does not own any vehicles, the Board will accept hired and non-owned coverage in the amounts listed above. In addition, the Board will require an affidavit signed by the Town Recognized Recreation Provider indicating the following:

"The Town Recognized Recreation Provider does not own any vehicles. In the event, the Town Recognized Recreation Provider acquires any vehicles through the term of this Agreement, the Town Recognized Recreation Providers agrees to purchase "Any Auto" coverage as of the date of acquisition."

Each Town Recognized Recreation Provider waives all rights against Board and its elected and appointed officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto insurance maintained.

Participant Accident Coverage

\$ 25,000

(Required if Town Recognized Recreation Provider utilizes Board facilities for athletic activities, events or team sports; including; games, camps or practice.)

In the event of loss, damage or injury to the Town Recognized Recreation Provider's property, the Town Recognized Recreation Provider shall look solely to any insurance in its favor without making any claim against the Board. Each Town Recognized Recreation Provider hereby waives any right of subrogation against the Board, for loss, damage or injury within the scope of the Town Recognized Recreation Provider's insurance, and on behalf of itself and its insurer, waives all such claims against the Board.

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 Town Recognized Recreation Provider's use of the JCHS Athletic Facilities; and

3. Provide adequate supervision of its own activities to prevent bodily harm to the users or damage to the facilities, including police or other security as appropriate, taking into consideration the types of activities planned, and shall be responsible for making sure all doors and gates are locked after use (due to the particular safety and security concerns of the public school system, the JCHS Supervising Police Officer shall review proposed uses of JCHS Athletic Facilities by the Town Recognized Recreation Providers to determine whether police are necessary and the appropriate staffing levels if police are necessary. In accordance with Board requirements, Board police shall be given the first option to provide such services in accordance with the established rate structure, with payment to be made by the Town

Recognized Recreation Providers. Any disagreement will be resolved in accordance with Paragraph 10 below; and

4. Return the JCHS Athletic Facilities in the same condition as they were accepted and to deposit in provided containers or remove all waste, garbage and rubbish resulting from the Town Recognized Recreation Provider's use of the JCHS Athletic Facilities, in accordance with the "check-in" and "check-out" procedure between the JCHS Principal and the Town; and

5. Notify the JCHS Principal of any damage to the JCHS Athletic Facilities resulting from the Town Recognized Recreation Provider's use of the JCHS Athletic Facilities and reimburse the Board for the actual costs to repair the damage; and

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

D. For requests other than those included on the Master Calendar pursuant to Paragraph 4.C. above, the Town Recognized Recreation Providers shall submit all requests for use of the JCHS Athletic Facilities in writing in the form attached hereto as Exhibit "B" to the Town Manager no less than 45 days prior to the date the Town Recognized Recreation Provider desires to use the JCHS Athletic Facility. The Town Manager shall coordinate scheduling of the use of the JCHS Athletic Facility with the JCHS Principal or designee responsible for the management of the JCHS Athletic Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the Town Manager within 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.

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, camps or any events where admission, fundraising or vendor fees or charges will be collected or imposed, although such use is not prohibited. Any such use is subject to mutual agreement and Board Policy 7.18.

F. To the extent that the use by a Town Recognized Recreation Provider of any JCHS Facilities takes place during a time when JCHS does not have staff present or if the use requires additional staff, then the Town Recognized Recreation Provider, working through the Town, shall secure an agreement with JCHS for sufficient staff to be present and shall be responsible for reimbursing JCHS for such staff costs at the standard rates. The parties shall work together during scheduling to address any such circumstance. Any disagreement will be resolved in accordance with Paragraph 10 below.

7. Concession Facilities.

A. Any use of concession facilities shall comply with the Palm Beach County Health Department's requirements and must be specifically designated in the approval for the use of a particular facility, including provisions for supervision, clean up, repairs and maintenance. The party owning the concession facilities shall be responsible for the use and operation of any concession facilities, as that party holds the health department license and owns the equipment, and shall also be entitled to the proceeds from its operation (with the option to share proceeds in its sole discretion). The party owning the concession facilities shall also control the brand of products to be served, in accordance with any vendor or sponsorship agreements for that party's respective facilities.

8. Maintenance/Repair of Facilities.

A. 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.

B. The parties shall be responsible for the maintenance of their respective facilities, however, to the extent there will be significant use of a particular Facility by the

other party, a plan for additional maintenance and repairs shall be developed, subject to mutual agreement.

C. Neither party shall do any repair, maintenance or modification to the other party's facilities, including on field maintenance, absent the prior written approval of the other party. If there is a maintenance or repair issue, it should be brought to the other party's attention for correction.

9. Jupiter Stadium Field Improvement Project.

A. The Project is the addition of synthetic turf on the JCHS Stadium Field, as depicted on Exhibit "D," which will allow for expanded use by JCHS, Town and Town Recognized Recreation Providers, including capital and renewal/replacement funding, in accordance with this Agreement.

B. The components of the Project include: design and engineering; modification to the South Florida Water Management District Environmental Resource Permit for Storm Water Management; permitting by Board Building Department Staff; removal of existing grass and irrigation system; re-grading soils to new base elevation; electrical work including scoreboard connections; potable water for sidelines; new base rock and above and/or underground drainage system; rock and sand to specifications; base pad below synthetic turf for additional safety and longer wear or other approach with similar performance; synthetic turf including lines for sports (football, soccer, boys lacrosse, girls lacrosse), JCHS and Town logos; infill material; sweeper equipment for maintenance, shelter as needed for sweeper equipment, fencing and landscaping as may be needed or desired.

C. The Parties estimate a Project budget of \$800,000 as set forth in the attached Exhibit "E." The final budget is subject to adjustment, following the Board's bid process and the final approval by the Board and the Town.

D. Subject to the terms of this Agreement, including meeting of all of the Project conditions, as set forth below, the Town agrees to fund 50% of the final costs and JCHS shall fund the other 50%, up to the Project budget of \$800,000.

E. JCHS Athletic Boosters shall be responsible for raising the JCHS 50% of the final Project costs. All funds shall be kept in a segregated account at JCHS.

F. The JCHS Principal shall coordinate all permitting through the Board and any other governmental agencies, and shall keep the Town informed of the status of the permitting process.

G. The following conditions shall be satisfied for the Project to proceed ("Project Conditions"):

1. Issuance of permits by Board's Building Department; and
2. Issuance of SFWMD ERP modification (this Project Condition has already been satisfied); and
3. Inclusion of Town's 50% cost share in the 2014 Budget (This Project Condition has already been satisfied); and
4. Raising of JCHS 50% cost share; and
5. Board bidding process for construction; and
6. Selection of contractor and final budget; and
7. Town approval of its 50% share of the final budget; and
8. Board approval of final budget, contractor and construction contract.

H. The proposed schedule for the Project is attached as Exhibit "F." The construction commencement date is targeted for approximately June 23, 2014.

I. Prior to commencement of construction, JCHS shall prepare a renewal/replacement budget to set aside funds each year for the replacement of the playing surface at the end of its anticipated life of 12-15 years. These funds shall be kept in a segregated account at JCHS. Renewal/replacement payments received by JCHS from outside organizations for use of the JCHS Stadium Field shall be deposited in a JCHS internal Renewal/Replacement Account for the JCHS Stadium Field (JCHS R&R Account) and used for the maintenance, renewal and replacement of the playing surface.

J. Recognizing the significant capital expenditure for the Project and the need to fund the JCHS R&R Account, the Board has authorized JCHS the option to enter into agreements with outside agencies or organizations for use of the JCHS Stadium Field after it is improved with the synthetic field surface, for a term of no more than five years, with provisions for up front capital and R&R payments appropriate to the usage and term of the agreement, in addition to the Board's standard rate structure for usage, personnel and Board reimbursements (the aggregate total of such payments shall be greater than the Board's standard rate schedule), and confirming that scheduling will not conflict with JCHS or Town activities on the JCHS Stadium Field. As modified by this Section 9.J., these contractual agreements shall comply with Board Policy 7.18, as amended from time to time. To the extent that any such contractual agreement may exceed one year in duration or span more than one Board fiscal year, subject to the approval of both the JCHS Principal and the Board's Superintendent.

10. Dispute Resolution.

In the event an issue arises which cannot be resolved between the JCHS Principal and the Town Manager regarding the use or availability of a Facility, the dispute shall be referred to the Board's CSO and the Town Manager who shall both make a good faith effort to resolve the dispute.

11. 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 Town Recognized Recreation Providers. The parties hereby agree to 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 Town Recognized Recreation Providers.

12. License.

Notwithstanding any provision of this Agreement to the contrary, the use the Facilities by either of the parties or the Town Recognized Recreation 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 only in accordance with this Agreement. The parties agree that nothing in this Agreement shall be construed as granting either party or any third parties any title, interest or estate in the Facilities.

13. Default/Cure.

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 30 days written notice to cure the default. In the event the defaulting party fails to cure the default within the 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.

14. Termination.

This Agreement may only be terminated with cause upon the expiration of the 30-day cure period provided for in Section 13 above, with the understanding that both parties will have made a substantial investment in the JCHS Stadium Field Improvement Project.

15. Annual Appropriation.

To the extent there are any annual expenses relating to the Facilities, 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. As to the Project, the Town's only funding obligation shall be payment of 50% of the final Project costs.

16. 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 TOWN:

Town Manager, Town of Jupiter
210 Military Trail
Jupiter, FL 33458

IF TO BOARD:

School Board of Palm Beach County
Director of Planning and Real Estate
3300 Forest Hill Boulevard, Suite C-110
West Palm Beach, Florida 33406

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

And

Jupiter High School Principal
500 North Military Trail
Jupiter, FL 33458

17. 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.

18. 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 Town Recognized Recreation 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.

19. Equal Opportunity Provision.

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

20. Captions.

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

21. 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.

22. 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.

23. Incorporation by Reference.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. Effective Date.

This Agreement shall become effective when signed by both of the parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County.

29. Term.

The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to nine (9) additional consecutive one (1) year terms, unless either party provides a written notice of intent to terminate the agreement to the other party 90 days in advance.

30. Inspector General.

A. The Town agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have access consistent with Chapter 119, Florida Statutes (Florida's Public Records Act) 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 Town with regard to this Agreement. Town 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 Town understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

B. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

31. 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 Town and/or Board.

32. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the other's or the Town Recognized Recreation 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. Alcohol and Tobacco Prohibited

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind or controlled substances (including any type of electronic cigarette) on Board-owned property is strictly prohibited and violation of this

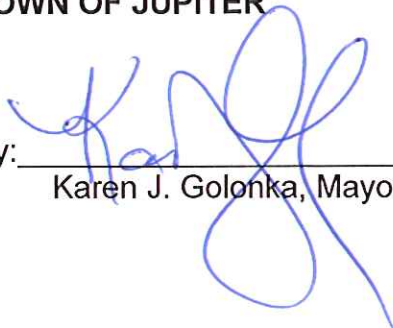
provision shall subject the user group to being banned from future use of the JCHS Facilities and JCHS Athletic Facilities.

38. Jessica Lunsford

All Town officers, employees and agents who are permitted access to any portion of the JCHS campus when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening ("JLA Persons"). Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. The Town shall insure that all of Town's officers, employees and agents who are JLA Persons submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Town or the employee or agent. No JLA Person shall be permitted access to the JCHS campus when students are present, to have direct contact with students or to have access to or control of school funds until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any Town officer, employee or agent (or discontinuation of the officer, employee or agent's services) on the basis of these compliance obligations. The Town agrees that no JLA Person who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the JCHS campus when students are present, who have direct contact with students or who have access to or control of school funds

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

TOWN OF JUPITER

By: 
Karen J. Golonka, Mayor

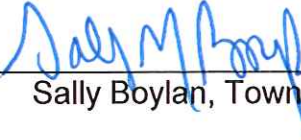
**SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA**

By: 
Chuck Shaw, Chairman

SPECIAL USE INTERLOCAL AGREEMENT-JUPITER COMMUNITY HIGH SCHOOL-TOWN OF JUPITER
March 18, 2014 As Approved by Jupiter Town Council



ATTEST:


Sally Boylan, Town Clerk

ATTEST:

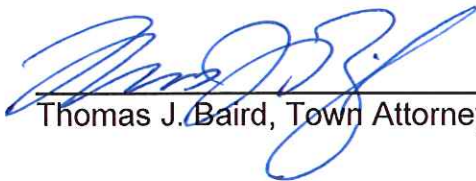


E. Wayne Gent, Superintendent of Schools

Date: _____

Date: 5/5/14

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Thomas J. Baird, Town Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

 3/20/14
Blair Littlejohn, Board Attorney

EXHIBIT "A"

Town Recognized Recreation Providers

Jupiter Tequesta Athletic Association

EXHIBIT "B"
THE TOWN OF JUPITER AND THE SCHOOL BOARD OF PALM BEACH COUNTY
INTER-LOCAL FACILITY REQUEST FORM
(IF NOT INCLUDED ON MASTER CALENDAR)

Date Contact Person School Name (if applicable)

Phone Number Fax Number Other Contact Number

Address Town 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

Exhibit "C"

School Board of Palm Beach County Standard Facility Operating Hours

The Board agrees to make the JCHS Facilities available for use by the Town in accordance with this Agreement during the following 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 not in session:

Spring and Summer 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). As to the JCHS Stadium Field, use during weekends, Spring and Summer Break, School Holidays and Winter Break shall be by mutual agreement between the Town, the JCHS and the Board's CSO, during the hours of 7:00am to 10:00pm.

The identified maximum operational hours may be amended from time to time upon the mutual agreement of the Board's CSO and the Town Manager, or his or her designee.

Exhibit "C"
Town of Jupiter Standard Facility Operating Hours

The Town of Jupiter agrees to make its Facilities available for use by JCHS according to the Priority of Use, in accordance with the following maximum operational hours for indoor and outdoor Facilities:

Jupiter Community Center-

September-May:

- Monday-Friday, 8:30AM-9:30PM
- Saturday, 8:30AM-4:30PM
- Sunday- Closed

June-August:

- Monday-Friday, 6:00PM-9:30PM
- Saturday, 8:30AM-4:30PM
- Sunday- Closed

The Community Center will not be available for use during the Palm Beach County School Board Winter Break.

Lighted Outdoor Recreation Facilities-

Monday- Saturday, 8:30AM-9:30PM

Sunday, 9:30AM-8:30PM

Unlit Outdoor Recreation Facilities-

Monday- Saturday, 8:30AM-Dusk

Sunday, 9:30AM-Dusk

Civic Center-

Monday-Sunday, 9:00AM-12:00 midnight

Old Town Hall-

Monday-Sunday, 9:00AM-9:00PM

Town of Jupiter Facilities will be closed on all Town observed holidays. Town of Jupiter Facilities are subject to availability based upon scheduled Town sponsored activities, as well as Recreation Facility down-time for repairs and maintenance. All facility usage requests must be submitted via the formal Town of Jupiter Recreation Facility permitting process. The identified maximum operational hours may be amended from time to time upon the mutual agreement of the Town Manager and the Board's CSO.

EXHIBIT "D"

JUPITER STADIUM FIELD IMPROVEMENT PROJECT

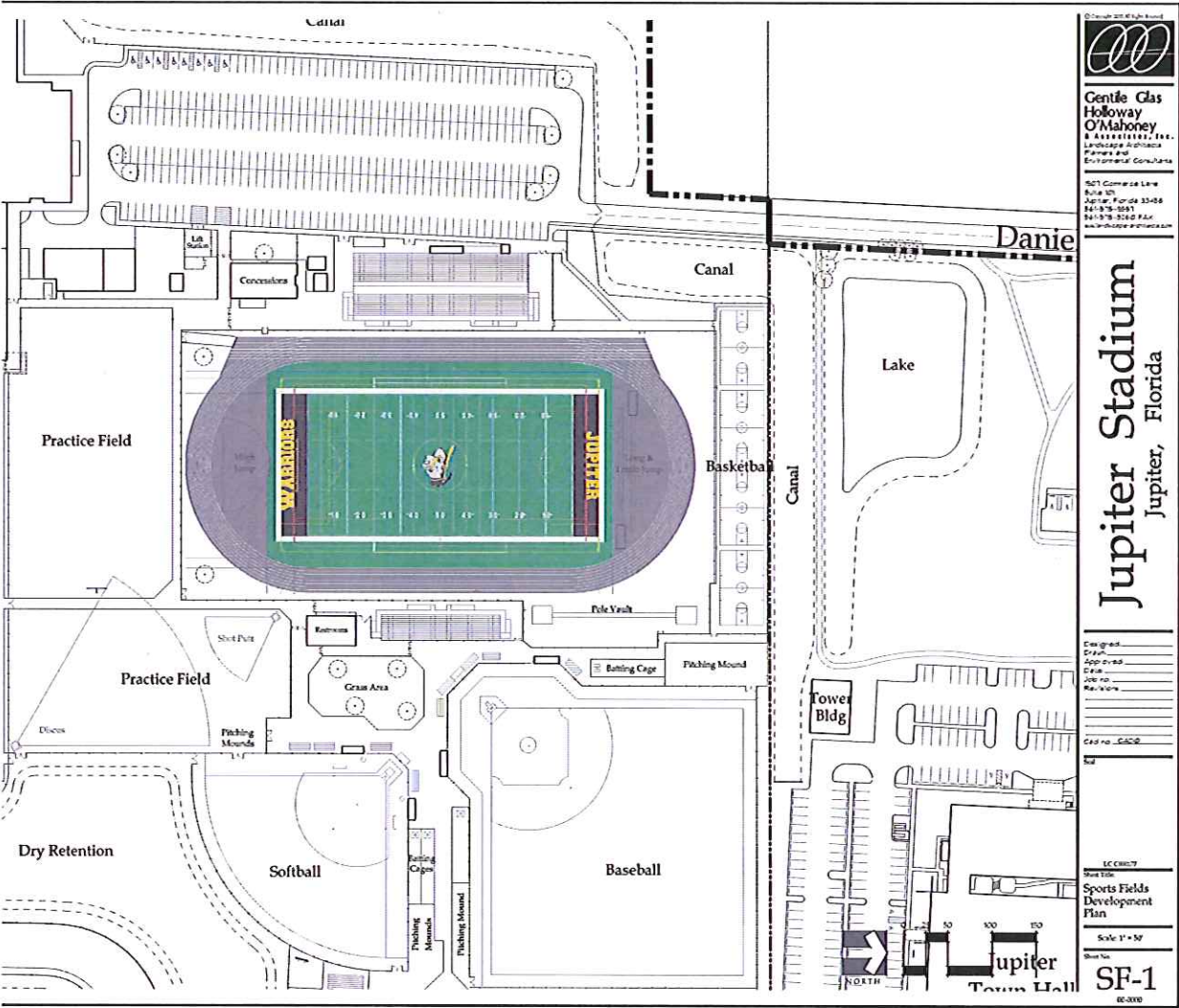


EXHIBIT "E"

PROJECT BUDGET FOR 78,000 SQUARE FEET OF ARTIFICIAL TURF SURFACE

Description	Budget
Design and Engineering	In Kind – \$20,000
Permitting Coordination	In Kind – \$25,000
Base Work	\$300,000
Includes mobilization, protection of track surface during construction, excavation of soils and removal as needed, rolling of substrate to achieve compaction required for field, geotextile fabric, concrete curb around perimeter of field, nailer board system on inside of new concrete curb, underground drainage exfiltration and pipe system to tie into existing catch basins, 4" to 5" of ¾" clean stone installed and rolled, 1" to 2" of ¼" clean stone installed and rolled, laser grading of field base surface.	
Rubber Pad between base surface and synthetic turf field (or other approach with similar performance)	\$ 80,000
Synthetic Turf Field	\$330,000
Includes synthetic turf surface, secured seams, lines for sports (football, soccer, boys lacrosse, girls lacrosse, marks for flag football) and infill material.	
Reconfiguring "D" Areas Inside Track at Ends of Field	\$ 15,000
Includes relocating Discuss and Shot Put areas to practice fields, relocating long jump and triple jump into north D area, bringing both D areas up to grade of track, rubberized surface, removable net fencing for lacrosse.	
Electrical and Potable Water to Sidelines	\$ 15,000
Sweeper Equipment, Fencing and Landscaping	\$ 15,000
Sponsor and Donor Recognition	\$ 5,000
Contingency (5% as major categories above include contingency)	\$ 40,000
Total Budget	\$800,000

SPECIAL USE INTERLOCAL AGREEMENT-JUPITER COMMUNITY HIGH SCHOOL-TOWN OF JUPITER
March 18, 2014 As Approved by Jupiter Town Council

PROPOSED PROJECT SCHEDULE
Revised 3/10/14

March 2014	Permitting with School Board and SFWMD
	Consideration of Special Use Agreement by Town (March 18)
	Capital Campaign (Campaign Meeting March 13)
April 2014	Capital Campaign (Funds By April 16)
	Prepare Bid Package with Final Design and Specifications
	Consideration of Special Use Agreement by School Board (April 16)
	Bid Package to Be Issued
	Capital Campaign for extras
May 2014	Bidding Process with School District
	Preparation for Construction
June 2014	Bids Received and Contractor Selected
	School Board to Approve Construction Contract, JCHS 50% payment
	Town Council to Approve Town 50% payment
	Field Construction to Commence @ June 23 (8 weeks for construction)
August 2014	Field Completion @ August 15
	Track to be resurfaced and extras installed
	Landscaping Installation outside of track
	Jupiter Stadium ready for play (Kickoff Classic August 22)
September 2014	Official Dedication and Community Celebrations (Friday and Saturday)