

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

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LUNG CHIU, CIG, CPA
INSPECTOR GENERAL

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MEMORANDUM

TO: Honorable Chair and Members of the School Board
Dr. Robert Avossa, Superintendent
Chair and Members of the Audit Committee

FROM: Lung Chiu, Inspector General ^{KLC}

DATE: June 19, 2017

SUBJECT: Transmittal of Final Investigative Report
Case: #16-556
Title: Boynton Beach High School Spirit Packs

In accordance with School Board Policy 1.092(6)(d), we hereby transmit the above-referenced final report.

The report addresses Boynton Beach Community High School's Assistant Athletic Director collecting money for the football team's Spirit Pack, and not providing the merchandise to the football team. The results of the investigation determined the allegations to be **unsubstantiated**. The investigation also resulted in recommendations for staff to establish a clearer means of documenting partial payments made by students, improve communication with parents, and require designated staff to complete the District-sponsored Bookkeeper Training.

The report is finalized and will be posted on the Inspector General's webpage: www.palmbeachschools.org/inspectorgeneral.

Office of Inspector General
The School District of Palm Beach County
Case No. 16-556

Allegations/Issue: Football Account

Location: Boynton Beach Community H.S.

FINAL INVESTIGATIVE REPORT

AUTHORITY

School Board Policy 1.092 (4)(a)(iv) authorizes the Office of Inspector General to initiate, conduct, supervise, and coordinate investigations designed to detect, deter, prevent and eradicate fraud, waste, financial mismanagement, fiscal misconduct, and other abuses in District government.

This preliminary review was conducted by Tanya Lawson, Investigator I.D. #201, in compliance with the *Quality Standards for Investigations, Principles and Standards for Offices of Inspector General*, promulgated by the Association of Inspectors General.

BACKGROUND

On January 10, 2017, the OIG received a written complaint from the Palm Beach School District Office of General Counsel Lisa Carmona, Senior Attorney regarding a complaint filed by Attorney Kweku A. Darfoor on behalf of several parents whose students are on the Boynton Beach Community High School Football Team. The complaint makes several inquiries; however, the OIG would investigate the following allegations:

1. Spirit Pack (not received during the football season)
2. Fundraisers for the Football Team (money raised)
3. Youth League Superbowl (Boynton Beach Wildcats)
4. Monies Collected Report (MCR) Junior Varsity Football Games

In addition, on January 10, 2017, the OIG met with Assistant Police Chief Patrick McCutcheon regarding a portion of the complaint that is related to the Bill Tome' Fundraiser. It was determined that School Police would investigate this matter as it is related to an internal affairs investigation as it pertains to a Police Officer. The OIG will only gather and review data related to the Bill Tome' Basketball Tournament.

Also on this date (January 10, 2017), during the weekly case review meeting for OIG, Office of Professional Standards (OPS), and School Police. The allegation related to football players' health and safety was discussed, and this issue was referred to OPS and School Police for follow-up.

DOCUMENTS REVIEWED

Monies Collected Report (MCR)
Check Requisitions
Fundraising Application/Recap (PBSD 0153)
School District Internal Accounts Manual (dated July 2016)
School Cash (Financial Tracking for Boynton Beach Community High School)
Interlocal Agreement (City of Boynton Beach)
Tririga (School District's Lease Tracking System)
School Board Policy 6.14-Fundraising Activities Relating to Schools

SITE VISIT

On February 3, 2017, the OIG conducted a site visit at Boynton Beach Community High School, and with the assistance of Treasurer Beth Bauer, made copies of numerous documents including, but not limited to Monies Collected Reports (MCR), and *Check Requisitions*, and Fundraising Application/Recap documents.

INTERVIEW(S) CONDUCTED

Errick Lowe, Assistant Athletic Director Boynton Beach High School

On February 24, 2017, the OIG conducted a face-to-face audio-recorded interview with Assistant Athletic Director Errick Lowe of Boynton Beach High School. Mr. Lowe stated that he has been the Head Football Coach and an Exceptional Student Education (ESE) Teacher for the past three (3) years at Boynton Beach Community High School.

Football Camp:

Mr. Lowe stated that preparation for football season starts in the summer prior to the upcoming school year. Mr. Lowe stated that the last football camp was in the summer of 2015 and was held at Ave Maria. Mr. Lowe stated the camp was sponsored by Fellowship of Christian Athletes (FCA), in which FCA paid for the majority of the cost of camp by providing a grant of approximately \$4,000, leaving the football players having to pay \$75 each. Mr. Lowe stated that FCA works with the football team each year in order to defray the cost of the camps so that each player is not having to pay much in order to attend camp. Mr. Lowe stated that FCA is currently working with the team to go to Stetson this year (2017), and will provide approximately \$4,000, but the camp for this year (2017) has not been finalized.

Team Fees:

Mr. Lowe stated that for 2016 football season, the team had a team fee of \$250 each person, which included a cost breakdown of \$75 mandatory insurance fee, \$100 uniform fee, \$25 team meals, and \$50 spirit pack. Mr. Lowe stated not enough kids paid the team fee in order to purchase the uniforms. Mr. Lowe stated that if a student could not pay the mandatory insurance fee, the fee would be paid from the Athletics account. Mr. Lowe stated that more than three (3) students could not pay the required insurance fee. Mr. Lowe stated that all funds

generated on behalf of 'football' go into one account, and is not separated by JV or Varsity. Therefore, if helmets are needed, helmets are ordered from one football account and are not distinguished by JV or Varsity. Mr. Lowe also stated that when a player cannot pay the team fee, it comes out of the Athletics general account. For example, Mr. Lowe stated that a few of the players did not pay their insurance fee which must be paid prior to any player getting on the field, and since there were some players who did not pay the fee, it came out of Athletics general funds account.

Spirit Pack:

Mr. Lowe stated that the spirit packs were for both JV and Varsity. Mr. Lowe admitted he did not follow-up on ordering the spirit packs after being told by the Treasurer that two (2) of the vendors he initially chose to order the spirit packs from, were not on the District's approved vendor list, and stated that it just "got away from him." Mr. Lowe stated that he just recently placed the order for the Spirit Packs. Mr. Lowe stated that he did not communicate with the parents to let them know the status of the spirit packs, but instead, communicated to the players to just "give him time."

Fundraisers:

Mr. Lowe stated that the team had two fundraisers, the cookie dough, and the car wash. Mr. Lowe stated that the fundraisers did not do well, but could not give the exact numbers. Mr. Lowe stated that the fundraisers are to offset costs for the football team such as recondition helmets, buy new helmets, shoulder pads, pay for transportation to games, pay for team meals, and pay for referees for the games. Mr. Lowe also stated that the team (Varsity) expressed that they wanted new uniforms. Mr. Lowe stated based on his estimate, the total for the team to purchase new uniforms was approximately \$8,000, and therefore, the total obligation for each player was \$100 (for 55 players prior to five (5) players leaving/not making the team). Mr. Lowe stated that the uniform fee was not paid by the players, and therefore, the new uniforms could not be purchased.

Bill Tome' Basketball Fundraiser:

Mr. Lowe stated this year was the first year of the Bill Tome' Basketball Tournament that was held at Boynton Beach Community High School on December 17, 2016. Mr. Lowe stated that after discussing fundraising ideas with Mr. Tome', he and Mr. Tome' agreed that any funds that were taken in at the gate for the basketball tournament, would be split, and a donation would be given to the Boynton Beach High School Football program on behalf of the Bill Tome' Basketball Tournament. Mr. Lowe stated that the school only made approximately \$200, and that Mr. Tome' lost money due to Mr. Tome' personally paying for the players shirts and other items.

Youth Football League:

In reference to the Youth Football League, Mr. Lowe stated that there is an Interlocal agreement between the City of Boynton Beach and the School District whereas the City of Boynton Beach has a youth football league called the Boynton Beach Wildcats. The Boynton Beach Wildcats are allowed to utilize the facilities of the school in accordance with the Interlocal agreement. Mr. Lowe stated that each year, the youth league has a 'superbowl' however; Mr. Lowe stated that the league is responsible for their own expenses, and there is no money given to the school/football team in order for the league to play at the school. Mr. Lowe stated that there is a lease agreement between the league and Boynton Beach Community High School, and the lease payments go to the District for use of the facility. Mr. Lowe stated no one from Boynton Beach Community High School works for or receives compensation from the youth league. Mr. Lowe stated that the only District employee that assists the league in any way is Boynton Beach High's custodian because he/she has to clean the facility after the league's use. Mr. Lowe stated that the City of Boynton Beach's football league is a separate entity from the School District and Boynton Beach High has nothing to do with the Boynton Beach Wildcats other than the lease agreement. Mr. Lowe also stated that he did not have a written agreement with Michael Byrd, President of the Boynton Beach Wildcats, regarding a donation for the football team only a verbal agreement whereas, based on the number of vendors that the Boynton Beach Wildcats had present the day of the superbowl, a donation would be given to Boynton Beach High School Football team on behalf of the Boynton Beach Wildcats. For example, if there were 10 vendors and Boynton Beach Wildcats were charging the each vendor a fee for space in the amount of \$100 per vendor, the total collected of \$1,000 would be split 50/50 with Boynton Beach Community H.S. receiving \$500.00. Mr. Lowe stated that he does not know how many vendors showed up for the event held on November 19 & 20, 2016 because he was out of town that weekend and did not attend the event. Mr. Lowe stated that to date (February 24, 2017), the school has not received any funds from the City of Boynton as it relates to the superbowl for the Boynton Beach Wildcats.

JV Football Games

Mr. Lowe stated that either he or Athletic Director Evan Carusso collected money at the gate. Mr. Lowe also stated for some of the JV games, money is collected and at others, the events are free of charge.

RESULTS OF REVIEW

Internal Accounts Explanation:

1-2010.00 -Football Jr. Varsity (JV)

1-2020.00-Football Varsity

1-0010.00-General Athletics

Fundraisers:

The OIG reviewed *Check Requisitions* and MCR's for the 2016 football season to document how payments are being tracked for the JV and Varsity football teams. The account for Varsity is identified by account number 1-2020.00 (main account) and JV is identified by account number 1-2010.00 (main account). Both account numbers are specifically described in the District's Internal Accounts Chart of Accounts-Fiscal Year 2017, page 2, which may be accessed via the School District's website. For the purposes of identifying fundraisers, temporary accounts were set up in order to identify each specific fundraiser. For example, the cookie dough fundraiser was set up using decimalized account number 1-2020.10 under the main football account number of 1-2020.00. According to District Internal Accounts Manual (dated 7/16), chapter 4, page 2, "the purpose of the decimalized account is to track revenues and expenses from a specific fundraiser, field trip, or other student-related event. Temporary decimalized accounts must be closed out to the affiliated primary account before the end of the fiscal year." There were three (3) fundraisers for the 2016/2017 school year; car wash, cookie dough, and discount card fundraiser (See Exhibit 1, pgs. 1-12). The car wash closed out with a revenue of \$120, the cookie dough fundraiser had a net profit of \$503.20, and the discount card closed out with a net profit of \$2916. In addition, on March 16, 2017, the OIG received documentation from Sales Representative Chet Maxcy of Leading Edge Fundraising (product supplier), regarding the cookie dough and the discount card fundraisers. Chet Maxcy provided a copy via email of the Leading Edge Fundraising Accounting Sheet for the discount card fundraiser (See Exhibit 1, pg. 11) which shows that Boynton Beach Community H.S. received 60% of the total sales of \$4,860 (\$2,916 net profit), and Leading Edge Fundraising received 40% of the total sales of \$4,860 (\$1,944). Chet Maxcy explained that the school has to meet the minimum requirement of selling 150 units in order to receive 40% of the profit. The school did not meet the minimum requirement of 150 units for the cookie dough fundraiser, and therefore received 30% of the total sales. However, the amount as represented by the trial balance in the District's School Cash shows a net profit of more than 30% (47.79%) (See Table 1).

The District's School Cash shows that each fundraiser opened and closed according to District Internal Accounts guidelines.

Table 1

FUNDRAISER 1-2020.09		
2/26/2016	\$120.00	Car Wash
FUNDRAISER 1-2020.10		
2/26/2016-6/9/2016	\$503.20	Cookie Dough
FUNDRAISER 1-2020.05		
5/23/2016-6/20/2016	\$2,916	Discount Card
TOTAL: \$3,539.20		

Data Source: School Cash

Donations:

The OIG’s review of School Cash illustrated from August 2016 until January 2017, the football team received a total of \$281.51 in donations (See Table 2) that went into football account #1-2020.00 (See Exhibit 2, pgs. 3-4). Of the total amount of donations given to the football team, \$193 was from the Bill Tome’ Basketball Tournament. Related documentation on the Bill Tome’ donation is a MCR dated January 11, 2017. (See Exhibit 2, pg. 1/4). The account number on the MCR is listed as 1-2020.00 for account name football; the source is listed as ‘donation’ for a total donation of \$193. District School Cash shows a credit in the amount of \$193 dated January 13, 2017 with the description of “Donation Bill Tome’ Basketball” with a category of Athletics-Football, Varsity, deposit #1165, and cleared the bank on January 31, 2017 (See Exhibit 2, pg. 2/4). Donations appear to have been documented in the form of a MCR, and were accepted in accordance with School District Policy 6.04 in that “all school donations must be recognized by the principal or department head in writing.”

Table 2

DONATIONS 1-2020.00		
8/19/2016	\$48.40	Donation
8/31/2016	\$40.11	Donation
1/13/2017	\$193.00	Bill Tome’ Basketball Tournament
TOTAL: \$281.51		

Data Source: School Cash

Spirit Packs:

The OIG’s review of *Check Requisitions* shows a *Check Requisition* dated January 18, 2017, made payable to District approved vendor Paradise Embroidery, check# 14135 in the amount of \$940 (the check cleared the bank January 31, 2017) (See Exhibit 3, pg. 4/4). On the *Check Requisition*, “Spirit Packs” is listed as the reason for the funds being spent (See Exhibit 3, pgs. 1/4). Prior to the start of the football season, the players’ (both JV and Varsity) were given a handout for the football team participation package. The handout outlines charges for the season for each player (See Exhibit 4). The total for the team participation package for the 2016 season was \$250, detailed as follows:

- \$75 Insurance Fee (includes a \$10 try-out fee and required athletic insurance fee of \$65)
- \$50 Nike Spirit Pack (includes Nike compression shirt and Nike shorts)
- \$100 Uniform Fee (New Nike uniform, top & bottom)
- \$25 Team Meals
- \$250 TOTAL (PER STUDENT)**

Monies Collected Reports (MCR) covering July 2016-August 2016 show payments made by each student (See Exhibit 5, pgs. 1-14). MCR’s show a total for account number 1-2020.01 (Insurance) of \$2,625. However, the trial balance in the District’s School Cash system for Boynton Beach High School for insurance account (1-2020.01), has a total of \$2,960, a

difference of \$335 (See Exhibit 6). For account 1-2020.00 (main football account labeled as *team fee* on the MCR's) the total is \$3,298.40. The trial balance in the District's School Cash system has a balance of \$3,250 for account #1-2020.00, a difference of \$48.40. Note: District Policy would dictate that the decimalized accounts be closed at the end of each school year, and any remaining funds, would be transferred to main accounts as it pertains to the sub-account. Therefore, the trial balance in School Cash and the MCR's may not coincide until the end of the school year.

The account for Varsity shows deposits into both the main account (1-2020.00) as well as a few deposits going into decimalized account #1-2020.01. For example, Insurance shows deposits made to both 1-2020.00 as well as 1-2020.01 for Insurance during the school year. Team Fees/Team Dues appear to have gone into the main football account #1-2020.00 totaling \$3,250 (See Table 3). Table 3 also demonstrates a partial list of funds collected for the football teams including ticket sales for the 2016 football season. Also included are funds that the school must pay directly to the School District such as concessions, insurance; JV and Varsity (where applicable).

Table 3

TRIAL BALANCE	
Timeframe	Amount
INSURANCE 1-2020.01	
7/14/2016-9/21/2016	\$2960
INSURANCE PAID TO THE SCHOOL DISTRICT: \$2960	
FOOTBALL FEES REIMBURSED/REFUNDED (TO PARENTS)	
12/2/2016	\$150
1/11/2017	\$175
TOTAL REIMBURSEMENTS: \$325	
TEAM DUES/TEAM FEES 1-2020.00	
7/14/2016-8/29/2016	\$3,250
TOTAL TEAM DUES/FEES COLLECTED: \$3,250:	
TICKET SALES 1-2020.00	
8/31/2016-12/31/2016	\$16,237.15
CONCESSIONS 1-2020.03	
8/31/2016-1/6/17	\$4,030.30
*PAYMENTS MADE TO THE SCHOOL DISTRICT OF PALM BEACH COUNTY	
7/18/2016-1/10/2017	\$13,399.63
TOTAL PAID TO THE SCHOOL DISTRICT: \$13,399.63	

Data Source: School Cash
 *Excludes General Athletics Account

JV Account (1-2010.00):

The OIG's review of the trial balance for the JV account (1-2010.00) in the School District's School Cash, shows only one payment (credit) in the amount of \$65 with a description of "obligation payment." However, under account 1-2020.00, there is a notation under description as JV Gate in the amount of \$243 (this amount has been included in the ticket sales total in Table 3).

Youth Football Superbowl:

With regards to any money raised by the Boynton Beach Wildcats at the Youth Football Superbowl held on November 19 & 20, 2016, "external organizations are not accounted for in the school internal funds and are instead maintained by the external organization and not subject to district policy and procedures." Internal Accounts Manual (7/16), chapter 1, page 1.

Youth Football Superbowl (Lease Agreement):

The OIG reviewed School District's Tririga lease tracking system, and the lease payments made by the City of Boynton Beach's Boynton Beach Wildcats. The OIG determined that the lease was paid in full on 12/7/2016 in the amount of \$2,250 (See Exhibit 7, pgs. 1-5). District School Cash shows that the school deposited the lease funds on 12/13/16, and the deposit cleared the bank on 12/31/16 (See Exhibit 7, pg. 5/5). The lease agreement was executed according to District Policy. Also, in Tririga there is an executed Exhibit "B", page 14 of the Interlocal Agreement (ILA) which, appears to have been signed by Principal Fred Barch (name is not legible). According to the ILA, the Principal signs Exhibit "B" of the ILA. The ILA was made between the City of Boynton Beach and the School Board of Palm Beach County for mutual use of recreational facilities. The ILA allows the Boynton Beach Wildcats use of Boynton Beach Community H.S. facilities (See Exhibit 7, pg. 4/5). (See Exhibit 8, pgs. 1-15 for the fully executed ILA, which was also approved for legal sufficiency). The OIG contacted Michael Owens, Sr. Planner, Planning and Intergovernmental Relations, who verified that the ILA is good for five (5) years; however, a new ILA has not been completed for 2017.

CONCLUSION

In conclusion, Assistant Athletic Director Errick Lowe admitted during the interview on February 24, 2017 conducted by the OIG that he did not keep in contact with the parents of the football players regarding the status of the Nike Spirit Packs, and would only relay messages to the students regarding the delivery of the Nike Spirit Packs. The OIG has concluded that best practice would be for all conversations relating to money and other equally important matters are communicated directly from school staff to the parents. Moreover, the Nike Spirit Packs were ordered after the 2016 football season (January 2017), and therefore, parents that have already made full payment for the Nike Spirit Pack, should be given a refund by Boynton Beach Community H.S. Note: Table 3 illustrates that two (2) parents have been reimbursed for football related fees thus far; however, at this time, it cannot be determined if these refunds were for the Nike Spirit Packs.

The OIG's review of the MCR shows funds collected being placed into specific accounts such as account #1-2020.00 for the football team, and the total collected from each player is then divided into the accounts where funds are to be directed. However, the school's current method of documenting receipt of funds does not clearly illustrate how the payments are being divided and tracked/documentated between the different accounts when the players make partial payments. For example, a student may make a payment of \$100, which, is then divided in portions; a portion for insurance, a portion for a team uniform. However, it is not clear when the students paid in full for the season or made partial payments, and how those payments were applied in terms of written documentation. For example, the total package/team fee was \$250, but according to the MCR, only nine (9) players paid the full amount of \$250, leaving approximately 41 players to make payments throughout the school year (See Exhibit 5, pgs. 1-14). Additionally, the JV account shows very little activity. It appears that the funds that come into the football program go into either the main football account (1-2020.00) or the General Athletic Account (1-0010.00) or a decimalized account throughout the school year.

The trial balance from July 2016-January 2017 shows the amount of fees, dues paid out by the football program. This would include items such as payments being made to the Florida High School Athletic Association, for referee expenses, and paying the School District, totaled \$38,095.95. Total generated by the football program for items including, but not limited to fundraisers, obligation payments made by players, and donations totaled \$30,883.16, leaving a \$7,212.79 balance in the football account.

CONCLUSION

The OIG found no evidence that malfeasance or misappropriation of funds took place. The allegation of misappropriation of funds is unsubstantiated.

RECOMMENDATIONS:

The OIG recommends a clearer means of documenting partial payments made by students, as well as better communication between the coaches and the parents.

The OIG also recommends that Errick Lowe, and other appropriate staff complete the District sponsored Bookkeeper Training, and online Internal Accounts Basic Training.

AFFECTED PARTY REPOSSES

In accordance with *School Board Policy 1.092 (6)(iv)*, a copy of this DRAFT report was provided to Errick Lowe who, was given an opportunity to respond. As of May 24, 2017 (which is beyond the 20-day request provided by the OIG), a response has not been received.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
 ACCOUNTING SERVICES
Fundraising Application/Recap

EXHIBIT
 #1, 12pgs

Not Provided by Bookkeeper

INSTRUCTIONS: This form must be completed by the activity sponsor, approved by the principal, and submitted to the bookkeeper for account assignment before any activity is started. The bookkeeper will file the original Fundraising Application/Recap form and give a copy to the sponsor after assigning a fundraising account to the activity. Upon completion of the activity, the sponsor will obtain any relevant documents and forms from the bookkeeper as required: beginning inventory/resales/sales data; Master Ticket Seller Report (PBSD 0158), general ledger report, and Transfer Requisition (PBSD 0168). The sponsor will use those documents to complete the ACTUAL SALES column of this form. Attach a Sales Item Inventory Report (PBSD 0182) to this form and submit both completed forms to the bookkeeper. Sponsors are advised to retain a copy for their records.

SCHOOL: Boynton Beach High School	SPONSOR NAME: Coach Lowe
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A. Sponsor's account name: Football
 Primary account number: 1.2020.00

B. Type of sale: Resale Services or Donated Item Admissions*
 Perform incoming inventory on goods received.
 *All tickets must be pre-printed, pre-numbered, and accounted for on the Ticket Sellers Report (PBSD 0157) and inventoried on the Pre-numbered Document Inventory Register (PBSD 0160).

C. Description of activity: Car Wash

D. Specific use of profit: Football Equipment

E. Date sales begin: Feb 3, 2016 Date sales end: Feb 13, 2016

	A. ESTIMATED SALES (APPLICATION) complete prior to fundraiser	B. ACTUAL SALES (RECAP) complete after fundraiser is closed
1. Total Sales Basis for estimate:	\$250.00	120-
2. Cost of Sales (must include sales tax) Basis for estimate:	\$50.00	0
3. Other Costs Itemize (printing, security, prizes, etc.):	\$0.00	0
4. Net Profit (line 1 minus lines 2, 3)	\$200.00	120-
5. Amount Over/Under Estimated Profit (Column B line 4 minus Column A line 4)		(\$200.00) (80-)
6. Explanation of line 5	<u>low participation</u>	

I am familiar with the fundraising regulations of the school and School District. I accept responsibility for the collections involved.

I have taken the Fundraising training for Teachers/Sponsors this year.

Yes No

[Signature] 2/2/16
 Sponsor Signature

Principal Approval Signature

[Signature] 2/10/16
 Date

Account Number Assigned to This Fundraising Activity

1-2020.09

School Bookkeeper Signature

[Signature] 2/2/16
 Date ORIGINAL - School

Recap Verified by Bookkeeper

[Signature] 6/3/16
 Date COPY - Sponsor

Exhibit 1
 pg 1/12

#16-556

Boynton Beach Community High
Wells Fargo
Activity Funds-Area 1

Detailed Category Summary - All Transactions To Date

Report #2
06/30/2015 07/01/2016
Date ... Range
2015-2016

Summary for: Athletics-Football Car Wash
Cat. #: 1-2020.09

Contact Person:
Balance Forward: \$0.00

Date	Transaction	Description	Debit	Credit	Cleared	Balance
02/26/2016	Deposit 1085	car wash proceeds		\$120.00	<input checked="" type="checkbox"/>	\$120.00
06/03/2016	Transfer 1341	CLOSE FUNDRAISER	\$120.00		<input checked="" type="checkbox"/>	\$0.00
			\$120.00	\$120.00		\$0.00
Opening Balance: \$0.00			120.00	120.00		

Exhibit 1
pg 3/12

#16-554

Boynton Beach Community High
Wells Fargo
Activity Funds-Area 1

Detailed Category Summary - All Transactions To Date

Report #2
06/30/2015 07/01/2016
Date ... Range
2015-2016

Summary for: Athletics-Football Cookie Dough F
Cat. #: 1-2020.10

Contact Person:
Balance Forward: \$0.00

Date	Transaction	Description	Debit	Credit	Cleared	Balance
02/26/2016	Deposit 1085	sales		\$40.00	<input checked="" type="checkbox"/>	\$40.00
03/16/2016	Deposit 1090	SALES		\$175.00	<input checked="" type="checkbox"/>	\$215.00
03/18/2016	Deposit 1091	SALES		\$819.00	<input checked="" type="checkbox"/>	\$1,034.00
03/29/2016	Deposit 1092	sales		\$382.00	<input checked="" type="checkbox"/>	\$1,416.00
04/01/2016	Deposit 1093	SALES		\$60.00	<input checked="" type="checkbox"/>	\$1,476.00
04/27/2016	Deposit 1099	SALES		\$80.00	<input checked="" type="checkbox"/>	\$1,556.00
06/08/2016	Check 13624	LEADING EDGE FUNDRAISING Inv# 0022	\$1,052.80		<input checked="" type="checkbox"/>	\$503.20
06/09/2016	Transfer 1348	CLOSE FUNDRAISER	\$503.20		<input checked="" type="checkbox"/>	\$0.00
			\$1,556.00	\$1,556.00		\$0.00
Opening Balance: \$0.00			1,556.00	1,556.00		

Exhibit 1
pg 16/12



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

ACCOUNTING SERVICES

Fundraising Application/Recap

INSTRUCTIONS: This form must be completed by the activity sponsor, approved by the principal, and submitted to the bookkeeper for account assignment before any activity is started. The bookkeeper will file the original Fundraising Application/Recap form and give a copy to the sponsor after assigning a fundraising account to the activity. Upon completion of the activity, the sponsor will obtain any relevant documents and forms from the bookkeeper as required: beginning inventory/resales/sales data; Master Ticket Seller Report (PBSD 0158), general ledger report, and Transfer Requisition (PBSD 0168). The sponsor will use those documents to complete the ACTUAL SALES column of this form. Attach a Sales Item Inventory Report (PBSD 0182) to this form and submit both completed forms to the bookkeeper. Sponsors are advised to retain a copy for their records.

SCHOOL: Boynton Beach High School	SPONSOR NAME: Coach Lowe
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A. Sponsor's account name: Football

Primary account number: 1-2020.00

B. Type of sale: Resale Services or Donated Item Admissions*

Perform incoming inventory on goods received.

*All tickets must be pre-printed, pre-numbered, and accounted for on the Ticket Sellers Report (PBSD 0157) and inventoried on the Prenumbered Document Inventory Register (PBSD 0160).

C. Description of activity: Discount Card Sales

D. Specific use of profit: Football Equipment

E. Date sales begin: 5/16/16

Date sales end: 6/2/16

	A. ESTIMATED SALES (APPLICATION) complete prior to fundraiser	B. ACTUAL SALES (RECAP) complete after fundraiser is closed
1. Total Sales Basis for estimate:	\$4000.00	<u>4860.00</u>
2. Cost of Sales (must include sales tax) Basis for estimate:	\$1600.00	<u>1944.00</u>
3. Other Costs Itemize (printing, security, prizes, etc.):	0	<u>0</u>
4. Net Profit (line 1 minus lines 2, 3)		<u>2916.00</u>
5. Amount Over/Under Estimated Profit (Column B line 4 minus Column A line 4)		<u>684.00</u>
6. Explanation of line 5	<u>Inventory of fundraiser will continue for FY17</u>	

I am familiar with the fundraising regulations of the school and School District. I accept responsibility for the collections involved.

I have taken the Fundraising training for Teachers/Sponsors this year.

Yes No

Sponsor Signature

Principal Approval Signature

5/18/16
Date

Account Number Assigned to This Fundraising Activity

1-2020.05 ✓

School Bookkeeper Signature

5/18/16
Date
ORIGINAL - School

Recap Verified by Bookkeeper
COPY - Sponsor

6/20/16
Date



Beth Bauer <beth.bauer@palmbeachschools.org>

(no subject)

3 messages

Beth Bauer <beth.bauer@palmbeachschools.org>

Tue, Jun 14, 2016 at 1:44 PM

To: Deborah Puig <deborah.puig@palmbeachschools.org>

I've got a fundraiser in progress that the sponsor wants to carryover to next year. Is that possible? If so, do I just leave the decimalized account open? It's footall and they are selling the "discount" cards.....

Thanks.

--
Beth Bauer
School Treasurer
Boynton Beach High School
561-752-1203
PX 41203

Deborah Puig <deborah.puig@palmbeachschools.org>

Tue, Jun 14, 2016 at 1:46 PM

To: Beth Bauer <beth.bauer@palmbeachschools.org>

No, fundraisers can not cross fiscal years.... All fundraisers must be closed out before you begin your phase 1 closeout... They can reopen it in July, as a new fundraiser, with the remaining inventory and continue sales in a new fundraising account.

[Quoted text hidden]

--
Debbie Puig
Accounting Services
(561)434-8257 px 48257

Exhibit 1
Pg 8/12

LEADING EDGE FUNDRAISING ACCOUNTING SHEET

School Boynton Beach Group Football

Product Type Gold Card VIP Ticket
 Leading Edge Fundraising Job # _____

Blitz Org Product Name 3KT-16 Punchout

Sales Rep Chet Maxcy Anchor Group Other

Date 05/02/16 # of Students Selling 60

Total Cards Checked Out 912 Initials (E)

Cards Returned After Sale _____ Initials _____

FREE Prize Cards Awarded _____

Merchant Cards Given _____

Total Cards Sold

Multiply Card Price X \$ _____

Total Sales \$ _____

Schools's % \$ _____

Leading Edge Fundraising % \$ _____

Balance Due Leading Edge Fundraising \$ _____

Paid/Initials _____ Cash Ck# _____

IF BALANCE OWING, INVOICE MUST BE ATTACHED

part of Jones' check package

Above area for bank info only



LEADING EDGE FUNDRAISING

As administrator of this fundraiser I _____ (School Advisor/Coach/Parent Volunteer) verify that _____ sold _____ cards. We received \$ _____ and _____ prizes from Leading Edge Fundraising on _____ DATE. We have retain _____ cards for continued sales and will reconcile those cards on _____ DATE.

SCHOOL REPRESENTATIVE'S SIGNATURE

TODAY'S DATE

PLEASE INDICATE INVOICE NUMBER, SCHOOL NAME AND ORGANIZATION ON CHECKS.

LEADING EDGE FUNDRAISING ACCOUNTING SHEET

School Boynton Beach Group Football
 Product Type Gold Card VIP Ticket Blitz Org
 Leading Edge Fundraising Job # _____
 Product Name 3KT-16 Punchout
 Sales Rep Chet Maxcy Anchor Group Other

Date 05/02/16 # of Students Selling 60

Total Cards Checked Out 912 Initials (E)

Cards Returned After Sale 180 Initials (E)

FREE Prize Cards Awarded N/A

Merchant Cards Given N/A

Total Cards Sold 243

Multiply Card Price X \$ ~~20.00~~ 20.00

Total Sales \$ 4,860.00

School's % 60 \$ 2,916.00

Leading Edge Fundraising % 40 \$ 1,944.00

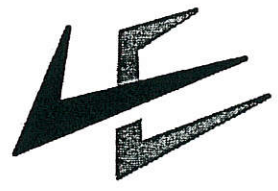
Balance Due Leading Edge Fundraising \$ 1,944.00

IF BALANCE OWING, INVOICE MUST BE ATTACHED

Paid/Initials (E) Cash Ck# Invoice

5/16/17
 Rec'd via Email
 from Chet Maxcy

Above area for bank info only



LEADING EDGE FUNDRAISING

As administrator of this fundraiser I Erick Lowe (School Advisor/Coach/Parent Volunteer) verify that Boynton Beach High Football sold 243 cards. We received \$ 2,916.00 and _____ prizes from Leading Edge Fundraising on 06/16/16 We have retain 489 cards for continued sales and will reconcile those cards on 07/15/16

X E O
SCHOOL REPRESENTATIVE'S SIGNATURE
06/16/16
TODAY'S DATE

PLEASE INDICATE INVOICE NUMBER, SCHOOL NAME AND ORGANIZATION ON CHECKS.

16-556

Boynton Beach Community High
Wells Fargo
Activity Funds-Area 1

Detailed Category Summary - All Transactions To Date

Report #2
06/30/2015 ... 07/01/2016
Date ... Range
2015-2016

Summary for: Athletics-Football Discount Card Fu
Cat. #: 1-2020.05

Contact Person:
Balance Forward: \$0.00

Date	Transaction	Description	Debit	Credit	Cleared	Balance
05/23/2016	Deposit 1108	SALES		\$230.00	<input checked="" type="checkbox"/>	\$230.00
05/23/2016	Deposit 1108	SALES		\$60.00	<input checked="" type="checkbox"/>	\$290.00
05/25/2016	Deposit 1109	SALES		\$2,180.00	<input checked="" type="checkbox"/>	\$2,470.00
05/25/2016	Deposit 1109	SALES		\$20.00	<input checked="" type="checkbox"/>	\$2,490.00
05/27/2016	Deposit 1110	SALES		\$20.00	<input checked="" type="checkbox"/>	\$2,510.00
05/27/2016	Deposit 1110	SALES		\$80.00	<input checked="" type="checkbox"/>	\$2,590.00
05/31/2016	Deposit 1111	sales		\$2,270.00	<input checked="" type="checkbox"/>	\$4,860.00
06/20/2016	Transfer 1366	CLOSE FUNDRAISER	\$2,916.00		<input checked="" type="checkbox"/>	\$1,944.00
06/20/2016	Check 13634	LEADING EDGE FUNDRAISING 243 CARDS	\$1,944.00		<input checked="" type="checkbox"/>	\$0.00
			\$4,860.00	\$4,860.00		\$0.00

Opening Balance: \$0.00

4,860.00 4,860.00

Exhibit 1
PB 12/12

Date	Transaction	Category	Description	Debit	Credit	Total	Clean
09/14/2016	Deposit 1135	Athletics-Football-Varsity 1-2020.00	9/9 PRE SALE TICKETS	\$0.00	\$171.00	\$4,169.85	09/30/2016
09/21/2016	Deposit 1137	Athletics-Football-Varsity 1-2020.00	INSURANCE	\$0.00	\$75.00	\$11,960.64	09/30/2016
09/30/2016	Deposit 1140	Athletics-Football-Varsity 1-2020.00	INSURANCE	\$0.00	\$65.00	\$24,049.17	10/31/2016
10/05/2016	Deposit 1141	Athletics-Football-Varsity 1-2020.00	JV GATE	\$0.00	\$243.00	\$20,550.42	10/31/2016
10/21/2016	Deposit 1145	Athletics-Football-Varsity 1-2020.00	GATE	\$0.00	\$302.00	\$21,024.16	10/31/2016
10/21/2016	Deposit 1145	Athletics-Football-Varsity 1-2020.00	PRE SALE TICKETS	\$0.00	\$87.00	\$21,024.16	10/31/2016
10/21/2016	Deposit 1145	Athletics-Football-Varsity 1-2020.00	TICKETS	\$0.00	\$1,958.00	\$21,024.16	10/31/2016
10/28/2016	Deposit 1147	Athletics-Football-Varsity 1-2020.00	misc	\$0.00	\$679.40	\$4,958.57	10/31/2016
10/31/2016	Deposit 1148	Athletics-Football-Varsity 1-2020.00	tickets	\$0.00	\$1,892.75	\$7,106.80	11/30/2016
01/09/2017	Deposit 1163	Athletics-Football-Varsity 1-2020.00	FAIR SHARE/SEMIFINAL GAME	\$0.00	\$590.15	\$7,995.03	01/31/2017
01/13/2017	Deposit 1165	Athletics-Football-Varsity 1-2020.00	DONATION/BILL TOME BASKETBALL	\$0.00	\$193.00	\$10,193.58	01/31/2017
01/13/2017	Deposit 1165	Athletics-Football-Varsity 1-2020.00	GATE SHARE/BOYD ANDERSON GAME	\$0.00	\$449.00	\$10,193.58	01/31/2017

Grand Total: \$0.00 \$20,947.81 Balance: \$20,947.81

16-1554

Exhibit 2
pg 2/4



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Check Requisition

INSTRUCTIONS: Attach invoices or bills to this completed form.
Complete form in ink.

Approved

ACCOUNT NUMBER 7-2020-00 REQUISITION DATE 1/18/17

SCHOOL BRENTS NAME OF ACCOUNT FOOTBALL

Requests a check payable to PARADISE EMBROIDERY

for the amount of \$ 940.00 These funds are being spent for

Spirit pack

I certify that the goods or services indicated per the documentation or explanation provided were received, that documentation will be provided for prepayments, and that payment is in order.

SIGNATURE OF TEACHER SPONSOR _____ DATE 1/18/17
SIGNATURE OF STUDENT TREASURER _____ DATE _____

CHECK NUMBER 14135 CHECK DATE 1/23/17 APPROVED _____

16-5574

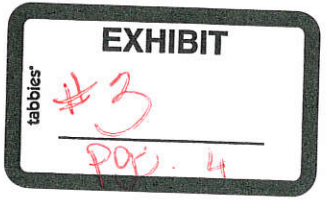


Exhibit 3
Pg 1/4

SCOTT & NORMA SIEGEL

Paradise Embroidery

Website: Paradiseembroid.com

Tel: (561) 642-4299 1828 Laurel Lane
Cell (561) 685 7565 Lake Clarke Shores, FL 33406
Email: ParadiseEmbroid@aol.com

INVOICE

No. ~~1-17-17~~

TERMS: 10 DAYS

INVOICES PAST DUE 10 DAYS WILL BE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH (MINIMUM SERVICE CHARGE \$10.00)

SOLD TO:

~~Bentley Besant~~
Carmelo
~~Atm Dept~~

SHIP TO:

CUSTOMER'S ORDER NUMBER:

TERMS:

10 DAYS

SHIPPED VIA:

1-17-17

DATE:

57

Sprint Packet
T-shirt L/S & Shorts -

Carmelo Back Logo ~

940

Exhibit 3
Pg. 2/4

To: PARADISE EMBROIDERY - 1828LAUREL LANE, LAKE CLARKE

1/23/2017

Check Amount: \$940.00

<u>Category #</u>	<u>Category Name</u>	<u>Transaction Code</u>	<u>GL Department</u>	<u>Tax Paid</u>	<u>Amount</u>
1-2020.00	Athletics-Football-Varsity	Miscellaneous Expense		\$0.00	\$940.00

SUPERIOR PRESS (888) 590-7998 JB3317474

Exhibit 2
Pg 3/4

<u>Date</u>	<u>Tr. Action</u>	<u>Category</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Total</u>	<u>Clean</u>
11/17/2016	Check 13930	Athletics-Football-Varsity 1-2020.00	SCHOOL DISTRICT OF PALM BEACH COUNTY Inv# WPB-160582	\$357.50	\$0.00	\$12,511.92	11/30/2016
12/02/2016	Check 13967	Athletics-Football-Varsity 1-2020.00	REGINA HORNE REFUND/FOOTBALL	\$150.00	\$0.00	\$150.00	12/31/2016
12/19/2016	Check 14049	Athletics-Football-Varsity 1-2020.00	FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION Inv# 125274	\$679.40	\$0.00	\$679.40	12/31/2016
01/10/2017	Check 14064	Athletics-Football-Varsity 1-2020.00	SCHOOL DISTRICT OF PALM BEACH COUNTY Inv# WPB-162819	\$1,890.63	\$0.00	\$9,440.80	01/31/2017
01/11/2017	Check 14078	Athletics-Football-Varsity 1-2020.00	EULANDA JOHNSON REFUND FOOTBALL PARTICIPATION FEE FY17 JAVON AUSTIN	\$150.00	\$0.00	\$150.00	01/31/2017
01/11/2017	Check 14079	Athletics-Football-Varsity 1-2020.00	EULANDA JOHNSON REMAINING BALANCE OF REFUND FY17 FOOTBALL PARTICIPATION FEE JAVON AUSTIN	\$25.00	\$0.00	\$25.00	01/31/2017
01/23/2017	Check 14135	Athletics-Football-Varsity 1-2020.00	PARADISE EMBROIDERY	\$940.00	\$0.00	\$940.00	01/31/2017
02/22/2017	Check 14216	Athletics-Football-Varsity 1-2020.00	Riddell Inv# 98426530	\$3,557.47	\$0.00	\$3,557.47	
Grand Total:				\$30,429.60	\$0.00	Balance:	(\$30,429.60)

16-554

Exhibit 3
pg. 4/4

16-556

EXHIBIT #4



TIGER FOOTBALL
TEAM
PARTICIPATION PACKAGE



As a member of the Boynton Beach High School Football Team, you are required to pay a participation fee. Outlined below are the items and functions that your participation fee will be going towards.

\$75.00 - Insurance Fee

\$50.00 - Nike Sprite Pack (Includes, Nike Compression Shirt & Nike Shorts)

\$100.00 - Uniform Fee (New Nike Uniform, Top & Bottom)

\$25.00 - Team Meals

\$250.00 - Total amount

June 19th, 2016

All Monies Due

Call when check is ready

All monies collect are Non-Refundable

All checks made payable to Boynton Beach High School Football. If mailing please mail check to :

Att. Coach Lowe
Boynton Beach High School
4975 Park Ridge Blvd
Boynton Beach, Fl. 33426

PARENT SIGNATURE: _____

Coach Lowe: Head Football Coach/Asst. Athletic Director, C: 561-889-3413, email: erik.lowe@palmbeachschools.org



Exhibit 4

(Monies Collected Report)



THE SCHOOL DISTRICT OF
Monies

EXHIBIT
#5
pgs. 14

CH COUNTY

DATE 7/13/16

ACCOUNT NAME(S) <i>Football Insurance</i>	ACCOUNT NUMBER(S) <i>1-2020.01</i>	AMOUNT <i>800.</i>
ACCOUNT NAME(S) <i>Football Team Fee</i>	ACCOUNT NUMBER(S) <i>1-2020.00</i>	AMOUNT <i>760.</i>
REASON		

Transmits herewith monies, obtained from sources indicated below, for deposit

SOURCE	CHECK #	AMOUNT
		<i>250.</i>
		<i>250.</i>
		<i>100.</i>
		<i>250.</i>
		<i>250.</i>
		<i>80.</i>
	<i>3322</i>	<i>250.</i>
		<i>130.</i>
REDACTED		
TOTAL FOR DEPOSIT		<i>\$1560.</i>

NOTE: ALL MONEY MUST BE TURNED IN ON THE SAME DAY COLLECTED.

SIGNATURE OF REMITTER <i>[Signature]</i>		
REMITTANCE AMOUNT AND ACCOUNT ASSIGNMENT VERIFIED (BOOKKEEPER INITIALS)	OFFICIAL RECEIPT DATE <i>7/14/16</i>	DEPOSIT #/FORM # <i>111.8-2</i>
COMMENTS		

PBSD 0180 (Rev. 4/20/2010) White - Bookkeeper YELLOW - Activity Sponsor

(From MCR's)
Totals for checks
1-2020.01 - Ins.
\$2,625
1-2020.00 - Act #
\$3,298.40

2020.01
2625 - MCR - VS - Ledger
2960 - Ledger
- 335 diff

Exhibit 5
pg. 1/14



Monies Collected Report

DATE 7/13/16

ACCOUNT NAME(S) <u>Football Ins.</u>	ACCOUNT NUMBER(S) <u>1-2020-01</u>	AMOUNT <u>75.00</u>
ACCOUNT NAME(S) <u>Football Team Fee</u>	ACCOUNT NUMBER(S) <u>(2020).00</u>	AMOUNT <u>175.00</u>
REASON		

Transmits herewith monies, obtained from sources indicated below, for deposit

SOURCE	CHECK #	AMOUNT
	<u>1047</u>	<u>250.00</u>
REDACTED		
TOTAL FOR DEPOSIT		<u>250.00</u>

NOTE: ALL MONEY MUST BE TURNED IN ON THE SAME DAY COLLECTED.

SIGNATURE OF REMITTER 		
REMITTANCE AMOUNT AND ACCOUNT ASSIGNMENT VERIFIED (BOOKKEEPER INITIALS) <u>ll</u>	OFFICIAL RECEIPT DATE <u>7/14/16</u>	DEPOSIT #/FORM # <u>1118-3</u>
COMMENTS		

Exhibit 5
pg 2/14



Monies Collected Report

DATE 8/27/16

ACCOUNT NAME(S) <i>Football Insurance</i>	ACCOUNT NUMBER(S) <i>1-2020-01</i>	AMOUNT <i>100.⁰⁰</i>
ACCOUNT NAME(S) <i>Football team Fee</i>	ACCOUNT NUMBER(S) <i>1-2020-00</i>	AMOUNT <i>65.⁰⁰</i>
REASON		

Transmits herewith monies, obtained from sources indicated below, for deposit

SOURCE	CHECK #	AMOUNT
		<i>75.⁰⁰</i>
		<i>90</i>
REDACTED		
TOTAL FOR DEPOSIT		<i>165.⁰⁰</i>

NOTE: ALL MONEY MUST BE TURNED IN ON THE SAME DAY COLLECTED.

SIGNATURE OF REMITTER 		
REMITTANCE AMOUNT AND ACCOUNT ASSIGNMENT VERIFIED (BOOKKEEPER INITIALS) <i>ll</i>	OFFICIAL RECEIPT DATE <i>8/4/16</i>	DEPOSIT #/FORM # <i>1121-10</i>
COMMENTS		

Exhibit 5
pg 4/14



Monies Collected Report

DATE 8/10/16

ACCOUNT NAME(S) <i>Football Insurance</i>	ACCOUNT NUMBER(S) <i>1-2020.01</i>	AMOUNT <i>415</i>
ACCOUNT NAME(S) <i>Football Team Fee</i>	ACCOUNT NUMBER(S) <i>1-2020.00</i>	AMOUNT <i>75</i>
REASON		

Transmits herewith monies, obtained from sources indicated below, for deposit

SOURCE	CHECK #	AMOUNT
REDACTED	<i>(Inscr.)</i>	<i>75.⁰⁰</i>
	<i>" "</i>	<i>75.⁰⁰</i>
	<i>" "</i>	<i>40.⁰⁰</i>
	<i>" "</i>	<i>75.⁰⁰</i>
	<i>" "</i>	<i>75.⁰⁰</i>
	<i>" "</i>	<i>150.⁰⁰</i>
TOTAL FOR DEPOSIT		<i>490.⁰⁰</i>

NOTE: ALL MONEY MUST BE TURNED IN ON THE SAME DAY COLLECTED.

SIGNATURE OF REMITTER 		
REMITTANCE AMOUNT AND ACCOUNT ASSIGNMENT VERIFIED (BOOKKEEPER INITIALS) <i>US</i>	OFFICIAL RECEIPT DATE <i>8/12/16</i>	DEPOSIT #/FORM # <i>1123-2</i>
COMMENTS		

*Exhibit 5
pg 7/14*



Monies Collected Report

DATE 8/10/16

ACCOUNT NAME(S) <i>Football Insurance</i>	ACCOUNT NUMBER(S) <i>1-2020.01</i>	AMOUNT <i>75.00</i>
ACCOUNT NAME(S) <i>Football Team Fees</i>	ACCOUNT NUMBER(S) <i>1-2020.00</i>	AMOUNT <i>175.00</i>
REASON		

Transmits herewith monies, obtained from sources indicated below, for deposit

SOURCE	CHECK #	AMOUNT
REDACTED	<i>2090</i>	<i>250.00</i>
TOTAL FOR DEPOSIT		<i>250.00</i>

NOTE: ALL MONEY MUST BE TURNED IN ON THE SAME DAY COLLECTED.

SIGNATURE OF REMITTER <i>[Signature]</i>		
REMITTANCE AMOUNT AND ACCOUNT ASSIGNMENT VERIFIED (BOOKKEEPER INITIALS) <i>RL</i>	OFFICIAL RECEIPT DATE <i>8/12/16</i>	DEPOSIT #/FORM# <i>1123-2</i>
COMMENTS		

Exhibit 5
pg 8/14



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Monies Collected Report

DATE 8/11/16

ACCOUNT NAME(S) <u>Football Insur</u>	ACCOUNT NUMBER(S) <u>1-2020-01</u>	AMOUNT <u>20.⁰⁰</u>
ACCOUNT NAME(S) <u>Football Team Fees</u>	ACCOUNT NUMBER(S) <u>1-2020-00</u>	AMOUNT <u>40.⁰⁰</u>
REASON		

Transmits herewith monies, obtained from sources indicated below, for deposit

SOURCE	CHECK #	AMOUNT
	<u>Insur</u>	<u>20.⁰⁰</u>
		<u>40.⁰⁰</u>
REDACTED		
TOTAL FOR DEPOSIT		<u>60.⁰⁰</u>

NOTE: ALL MONEY MUST BE TURNED IN ON THE SAME DAY COLLECTED.

SIGNATURE OF REMITTER 		
REMITTANCE AMOUNT AND ACCOUNT ASSIGNMENT VERIFIED (BOOKKEEPER INITIALS) <u>el</u>	OFFICIAL RECEIPT DATE <u>8/17/16</u>	DEPOSIT #/FORM # <u>1124-2</u>
COMMENTS		

Exhibit 5
Pg 9/14



Monies Collected Report

DATE 8/17/16

ACCOUNT NAME(S) <i>Football Insur</i>	ACCOUNT NUMBER(S) <i>1-2020, 01</i>	AMOUNT <i>75.⁰⁰</i>
ACCOUNT NAME(S) <i>Football Team Fee</i>	ACCOUNT NUMBER(S) <i>1-2020, 40</i>	AMOUNT <i>125.⁰⁰</i>
REASON		

Transmits herewith monies, obtained from sources indicated below, for deposit

SOURCE	CHECK #	AMOUNT
	<i>money order</i>	<i>200.⁰⁰</i>
REDACTED		
TOTAL FOR DEPOSIT		<i>200.⁰⁰</i>

NOTE: ALL MONEY MUST BE TURNED IN ON THE SAME DAY COLLECTED.

SIGNATURE OF REMITTER 		
REMITTANCE AMOUNT AND ACCOUNT ASSIGNMENT VERIFIED (BOOKKEEPER INITIALS) <i>OK</i>	OFFICIAL RECEIPT DATE <i>8/19/16</i>	DEPOSIT #/FORM # <i>1125-1</i>
COMMENTS		

Exhibit 5
pg 10/14



Monies Collected Report

DATE 8/24/16

ACCOUNT NAME(S)	ACCOUNT NUMBER(S)	AMOUNT
Football Team Fee	1-2220.00	175.00
REASON		

Transmits herewith monies, obtained from sources indicated below, for deposit

SOURCE	CHECK #	AMOUNT
	2304	175.00
REDACTED		
TOTAL FOR DEPOSIT		175.00

NOTE: ALL MONEY MUST BE TURNED IN ON THE SAME DAY COLLECTED.

SIGNATURE OF REMITTER		
REMITTANCE AMOUNT AND ACCOUNT ASSIGNMENT VERIFIED (BOOKKEEPER INITIALS)	OFFICIAL RECEIPT DATE <u>8/20/16</u>	DEPOSIT #/FORM # <u>11282</u>
COMMENTS		

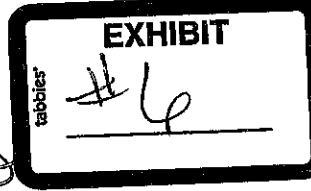
Exhibit 5
pg 12/14

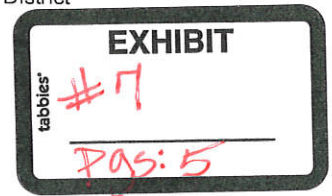
Football-Insurance Accounts 1-2020.01 1-2020.00

Date	Transaction	Description	Category	Debit	Credit	Balance	Clear Date
07/14/2016	Deposit 1118	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$75.00	\$2,434.00	07/30/2016
07/14/2016	Deposit 1118	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$600.00	\$2,434.00	07/30/2016
07/21/2016	Deposit 1119	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$75.00	\$3,399.32	07/30/2016
08/04/2016	Deposit 1121	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$100.00	\$2,255.58	08/31/2016
08/04/2016	Deposit 1121	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$320.00	\$2,255.58	08/31/2016
08/08/2016	Deposit 1122	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$425.00	\$3,270.50	08/31/2016
08/12/2016	Deposit 1123	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$490.00	\$1,178.00	08/31/2016
08/17/2016	Deposit 1124	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$20.00	\$1,418.15	08/31/2016
08/19/2016	Deposit 1125	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$75.00	\$3,156.08	08/31/2016
08/19/2016	Deposit 1125	Athletics-Football-V-Insurance 1-2020.01	insurance	\$0.00	\$70.00	\$3,156.08	08/31/2016
08/19/2016	Deposit 1125	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$50.00	\$3,156.08	08/31/2016
08/26/2016	Deposit 1128	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$445.00	\$6,786.02	09/30/2016
09/07/2016	Deposit 1132	Athletics-Football-V-Insurance 1-2020.01	INSURANCE	\$0.00	\$75.00	\$10,177.94	09/30/2016
09/21/2016	Deposit 1137	Athletics-Football-Varsity 1-2020.00	INSURANCE	\$0.00	\$75.00	\$11,960.64	09/30/2016
09/30/2016	Deposit 1140	Athletics-Football-Varsity 1-2020.00	INSURANCE	\$0.00	\$65.00	\$24,049.17	10/31/2016

Total: \$2,960.00

Exhibitable





16-556

General

Lease ID LID - 2017 - 2361 - 1039

Revision 0

Status Completed

* Event Name BB Wildcats Football games

Contract Creation Date 11/14/2016

* School Facility Boynton Beach Community High

* Event Description football end of season games

Approval Date 11/16/2016

Fiscal Year 2017

Detailed information should be entered into Notes & Documents.

Lessee Company

Cost Summary

City of
Name Boynton Beach
Lessee Type Interlocal (with charges)
Sales Tax Exen
Liability Insurance Hei
Non-Profit Corporation Statu:
Address 100 East Boynton Beach Blvd.
State FL

ESTIMATED COST
A. Room Cost \$1,080.00
B. Taxes \$0.00
C. Exterior Lighting \$0.00
D. Event Insurance Cost \$0.00
E. Labor Cost \$2,250.00
F. Total Cost (A+B+C+D+E) \$3,330.00
G. ILA Waiver \$1,080.00
H. Effective Cost (F-G) \$2,250.00

Lessee Company Contacts

First Name	Last Name	Contact Phone	eMail
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No data to display

Reservations

Reservation ID	Reservation Type	Planned Start	Planned End	Status
1420476	Onetime	11/20/2016 10:00:00	11/20/2016 19:00:00	Issued
1420477	Onetime	11/19/2016 10:00:00	11/19/2016 19:00:00	Issued

Locations & Costs

Exhibit 7 pg 1/5

Reservation ID	Space	Planned Start	Planned End	Room Cost	Ext Lighting Cost	Total Taxes	Insurance Cost	Labor Cost	Custodi Labor Cost
1420477	Football Field	11/19/2016 10:00:00	11/19/2016 19:00:00	\$540.00	\$.00	\$.00	\$.00	\$1,125.00	\$630
1420476	Football Field	11/20/2016 10:00:00	11/20/2016 19:00:00	\$540.00	\$.00	\$.00	\$.00	\$1,125.00	\$630

Manual Approvers (In Addition to Approval Requirements)

#	Person	Role	Use Roles From	Review Type
0				

Approval Review

!	Approval Status	#	Person	Review Status	Sent	Completed	Comment	Resolved Review Type
	Approved	1	Alfred Barch	Approved	11/14/2016 18:55:47	11/15/2016 16:37:59		Approval Rule
	Approved	2	Rosa Dawson	Approved	11/15/2016 16:38:03	11/16/2016 07:05:23		Approval Rule
	Approved	3	Angela Usher	Approved	11/16/2016 07:05:33	11/16/2016 11:27:30		Approval Rule

Responses

!	First Name	Last Name	Organization Name	Response Date
No data to display				

Comments

!	Comment Type	Created By	Reference Date	Comment
	Conversation	Karensa Wright	01/27/2017	Clean up from this event took hours of work from the entire custodial team. The fields and parking area were a mess. Empty alcohol bottles and tobacco products littered the campus.

Related Documents

Document Name	Document Number	Document Status	Revision	Revision Date	File Name
BB Wildcats City of BB ILA		Work In Progress	0.0	11/14/2016 05:27 PM	BB Wildcats City of BB ILA.pdf

Rental Payment

Due Date	Payment Mode	Paid Date	Paid Amount	Status
	Normal	12/07/2016	\$2,250.00	Paid
	Normal	12/07/2016	\$2,250.00	Draft

Cost Summary

Exhibit 7 pg 2/5

PAYMENTS

H. Effective Cost \$2,250.00

I. Waiver Amount \$.00

J. Actual Payment \$2,250.00

K. Total Remaining \$.00

Exhibit 7 pg 3/5

EXHIBIT "B"

16-556

THE CITY OF BOYNTON BEACH AND
THE SCHOOL BOARD OF PALM BEACH COUNTY
INTER-LOCAL FACILITY REQUEST FORM

November 12, 2016
Date: Michael Byrd
Contact Person: School Name (If applicable):
561-722-2125
Phone Number: Fax Number: Other Contact Number:
548 nw 13th ave Apt B Boynton Beach FL, 33435
Address: City: State/ZIP:

FACILITY REQUEST:

Football Stadium
Choice #1: Football game
Choice #2:
Activity: Age Group:

Estimated Attendance:
Participants: Spectators: Total: 1,500

Mark appropriate day(s) facility will be needed:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Date(s): November 19 & 20

Time(s): From: 10am am/pm to 7pm am/pm

New Request

Repeat Request

Date and location of previous use: BCTS Football Field

Other pertinent information (as necessary):

Requesting Principal
 Director of Recreation Services

Date

11-14-16

Approve Disapprove

Reason if disapproved:

Principal
 Director of Recreation Services

Date

11/14/16

* Retrieved from TRIRIGA

Exhibit 7
pg 4/5

Date	Transaction	Category	Description	Debit	Credit	Total	Clean	±
12/13/2016	Deposit 1159	Dance-Candy Fundraiser 5-1901.01	SALES	\$0.00	\$270.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Class of 2017-Spirit Gear Fundraiser 3-2017.01	SALES	\$0.00	\$150.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Teen Leadership-Snacks 5-1899.01	SALES	\$0.00	\$527.44	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Extra Services-Custodial 6-1500.00	CUSTODIAL LABOR-LEASE 2017-2361-1039 CITY OF BB	\$0.00	\$1,260.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Extra Services-Other 6-1600.00	OTHER LABOR LEASE 2017-2361-1039 CITY OF BB	\$0.00	\$990.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Dance 5-1901.00	COSTUME	\$0.00	\$1,624.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Dance 5-1901.00	COSSTUME	\$0.00	\$365.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	DRAMA 4-1600.00	DISTRICTS REGISTRATION	\$0.00	\$135.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	DRAMA 4-1600.00	DISTRICTS REGISTRATION	\$0.00	\$40.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	MEDICAL SCIENCES ACADEMY 5-9972.00	JACKETS	\$0.00	\$450.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Athletics-Girls Volleyball Concessions 1-6510.06	PARTICIPATION FEE	\$0.00	\$30.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Culinary 5-1201.00	LAB FEES	\$0.00	\$50.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Dance 5-1901.00	COSTUME	\$0.00	\$403.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	MEDICAL SCIENCES ACADEMY 5-9972.00	JACKETS	\$0.00	\$90.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Class of 2017-Senior Activity Package 3-2017.04	ACTIVITIES	\$0.00	\$420.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	National Honor Society 4-3700.00	DUES	\$0.00	\$30.00	\$9,278.19	12/31/2016	
12/13/2016	Deposit 1159	Dance-Holiday Show 5-1901.05	TICKETS	\$0.00	\$640.00	\$9,278.19	12/31/2016	
12/16/2016	Deposit 1160	Dance-Holiday Show 5-1901.05	TICKETS	\$0.00	\$210.00	\$10,332.86	12/31/2016	
12/16/2016	Deposit 1160	Athletics-Boys Basketball 1-0750.00	GATE	\$0.00	\$372.00	\$10,332.86	12/31/2016	
12/16/2016	Deposit 1160	ESE RECYCLING 5-7300.01	COMMISSION	\$0.00	\$8.00	\$10,332.86	12/31/2016	
12/16/2016	Deposit 1160	Administrative Courtesy 6-0200.00	COMMISSION	\$0.00	\$715.48	\$10,332.86	12/31/2016	
12/16/2016	Deposit 1160	Guidance - Transcripts 5-1000.01	TRANSCRIPTS	\$0.00	\$6.00	\$10,332.86	12/31/2016	

Handwritten signature

Handwritten notes:
 1260
 +990
 2250 paid

Handwritten text: Exhibit 47 pgs 15

Handwritten signature: Boynton Beach

14-554

EXHIBIT # 8
Total pgs: 15

R12-006

Filed with the Palm Beach
County Clerk's Office

JUN -1 2012

By: *[Signature]*

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

This Interlocal Agreement is made this 18th day of January, 2012, between the City of Boynton 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.

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.

Exhibit 8
Pg. 1/15

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; swimming pools; tennis, racquetball and basketball courts; athletic fields; and tracks.

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 center; playgrounds; swimming pools; tennis, racquetball and basketball courts; and athletic fields.

C. "City Manager" means the City Manager of the City of Boynton Beach, Florida or his/her designee.

D. "Facilities" means the Board Facilities and City Facilities.

E. "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;

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

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

1. City or City Recognized Recreation Provider activities and programs or City facility rental agreements; and

2. Board activities and programs pursuant to this Agreement.

F. "Recognized Recreation Provider" mean an organized recreation group or organization 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 Operating Officer and the City Manager, 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; (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. In the event that any Board Facilities are unavailable for use by the City as a result of the need for unscheduled maintenance, emergency repairs or the occurrence any force major event, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the City, other than to refund of any funds paid in advance for the use of the Board's Facility.

B. 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 following public schools are eligible to request use of City Facilities pursuant to this Agreement:

1. Galaxy Elementary School
2. Rolling Green Elementary School
3. Poinciana Elementary School
4. Forest Park Elementary School

5. Crosspointe Elementary School
6. Congress Middle School
7. Boynton Beach High School
8. Citrus Cove Elementary
9. Freedom Shores Elementary

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's 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.

C. The City shall submit all requests for use of the Board Facilities in writing on the form attached hereto as Exhibit "B" to the Principal responsible for the management of the Board Facility or his or her designee no less than thirty (30) days prior to the date that the City desires to use the Board 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.

D. The Board shall submit all requests for use of the City Facilities in writing on the form attached hereto as Exhibit "B" to the City Manager, 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.

E. 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

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.

F. 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 "City Commission of the City of Boynton Beach, Florida, 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.

G. 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 provide supervisors certified in Lifeguard Training in addition to any other supervision required hereunder.

H. 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.

I. 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 removed from the Facilities all waste, garbage and rubbish resulting from such party's use of the Facilities.

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

1. Use of the City's pool, including the water park, for summer and after-school programs;

2. Use of the City's picnic pavilions on holidays and weekends;

5. Use of Board Facilities by City Recognized Recreation Providers.

A. The Board agrees to make the Board Facilities (excluding classrooms and classroom facilities) available for use by the City Recognized Recreation Providers at no cost or expense to the City Recognized Recreation Providers according to the Priority of Use, except as otherwise provided for in this Agreement. Use of the Board Facilities by the City 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; (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 Recreation 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 Recreation 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 anyway connected to the City Recognized Recreation 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 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 Recreation Provider's use of the Board Facilities;

5. notify the Board of any damage to the Board Facilities resulting from the City Recognized Recreation Provider's use of the Board Facilities and reimburse the Board for the actual costs to repair the damage; and

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 Recreation 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 City Manager no less than forty five (45) days prior to the date the City Recognized Recreation Provider desires to use the Board Facility. The City Manager 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 City Manager within fifteen (15) days of the date of the City Manager'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 Recreation 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 City Manager regarding the use or availability of a Facility, the dispute shall be referred to the Board's Chief Operating Officer and the Assistant Director, Community Services Department 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 Recreation Providers. The parties and City Recognized Recreation 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 Recreation 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 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 for any reason whatsoever. The parties agree that nothing in this Agreement shall be construed as granting either party or the City Recognized Recreation

Recognized Recreation 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, City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida, 33425-0310

IF TO BOARD:

School District of Palm Beach County
Director, Planning and Real Estate Services Department
3318 Forest Hill Boulevard
West Palm Beach, Florida 33406-5813

15. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. 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 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.

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, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

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 agreements, either written or oral, relating to this Agreement, including but not limited to, that certain Interlocal Agreement Between the City and Board for the Mutual Use of Recreational Facilities dated November 21, 2006. Notwithstanding the foregoing, the City and the Board recognize the existing agreement between the City and the Board dated February 23, 2010, titled "Interlocal Agreement Between the School Board of Palm Beach County, Florida the City Of Boynton Beach and Palm Beach County for the Development and Use of the Galaxy Elementary Replacement School" as amended from time to time (referred to as the "Galaxy Agreement"). The Galaxy Agreement is in no way superseded, altered or diminished by this Agreement, and in the event of any conflict of terms between the Galaxy Agreement and this Agreement, the terms of the Galaxy Agreement shall prevail.

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.

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

CITY OF BOYNTON BEACH,

SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA

By: [Signature]
Jose A. Rodriguez, Mayor

By: [Signature]
Frank A. Barbieri, Jr., Esq., Chairman 2/21/12

ATTEST:

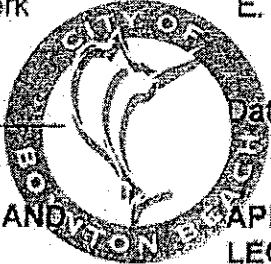
ATTEST:

[Signature]
Janet Prainito, City Clerk

[Signature]
E. Wayne Gent, Superintendent of Schools 2/27/12

Date: 1-19-12

Date: 2/27/12



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
City Attorney

[Signature] 2/2/12
School Board Attorney

EXHIBIT "A"

City Recognized Recreation Providers

1. City of Boynton Beach Sponsored Events
2. Boynton Beach Little League
3. Boynton Beach Police Athletic League (PAL)
4. Caloosa Park Softball Club
5. East Boynton Wildcats

EXHIBIT "B"

THE CITY OF BOYNTON BEACH AND
THE SCHOOL BOARD 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 Date _____
 Director of Recreation Services

Approve Disapprove
Reason if disapproved: _____

 Principal Date _____
 Director of Recreation Services

** ON NOVEMBER 2016
Exhibit "B" signed by
Principal Beach
(see Exhibit 7)*

Exhibit "C"

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 Operating Officer and the City Administrator, or his or her designee. The maximum operational hours do not apply to outdoor facilities.

Exhibit 8
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