

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA AND THE  
CITY OF DELRAY BEACH FOR THE PURCHASE AND CONSTRUCTION  
OF A SOCCER COMPLEX AND JOINT USE OF LAND AND FACILITIES**

**THIS AMENDMENT NO. 1** to the Interlocal Agreement is entered into by and between the **CITY OF DELRAY BEACH, FLORIDA**, ("City") and **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA** ("School Board") on this \_\_\_\_\_ day of July, 2006.

**WITNESSETH**

**WHEREAS**, the **City**, and **School Board** covenant and agree to amend and modify the Interlocal Agreement entered into in July, 2006, in order to provide that the **City** shall screen all employees and contractual personnel who are permitted to access the **School Board's** Facilities when students are present.

**NOW, THEREFORE**, in consideration of the mutual covenants, stipulations and agreements herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. Article 7, "Access and Site Security" of the Interlocal Agreement of July, 2006, shall be amended as follows:

The **School Board** will be responsible for securing the gymnasium, football stadium field, parking areas, and Fields on a daily basis by securing all locks and gates on a school day while school is in session and the **City** will be responsible for securing the gymnasium/football stadium field and parking areas

on evenings and weekends and the **City** will be responsible for securing the Soccer Complex after each use.

All **City** employees and contractual personnel (vendors, individuals, or entities) under contract with the **City** who are permitted access to the **School Board's** Facilities 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. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, *Florida Statutes*. The **City** shall insure that all **City** employees and contractual personnel undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and contractual personnel who meet any of the above conditions submit to a background check, including fingerprinting by the **School Board's** Police Department, at the sole cost of the **City** or the contractual personnel. No **City** employee or contractual personnel shall be permitted access to the **School Board's** Facilities 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 **City** employee or contractual personnel (or discontinuation of the **City** employee's or contractual personnel's services) on the basis of these compliance obligations. The **City** agrees that no **City** employee or contractual personnel who meets the

above conditions and 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 **School Board's** Facilities when students are present, who have direct contact with students or who have access to or control of school funds.

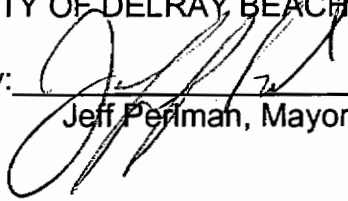
3. All other terms and conditions of the Interlocal Agreement of July, 2006 not in conflict with this Amendment shall remain in full force and effect and are incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands, the day and year first above written.


ATTEST:

  
\_\_\_\_\_  
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By:   
\_\_\_\_\_  
Jeff Periman, Mayor

Approved as to legal form  
And sufficiency:

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

Date: 7/12/06

ATTEST:

THE SCHOOL BOARD OF PALM  
BEACH COUNTY, FLORIDA

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

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

Board Approval Date: \_\_\_\_\_

Approved for Form  
and Legal Sufficiency:

\_\_\_\_\_  
School Board Attorney  
Date: \_\_\_\_\_