

**AMENDMENT NO. 2 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. 2 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 September, 2006.

WITNESSETH

WHEREAS, the **City**, and **School Board** covenant and agree to amend and modify the Interlocal Agreement entered into on July 26, 2006, in order to provide that the **City** shall provide gate access to the sidewalk located just south of the existing play courts, extend the fence and existing sidewalk to run north and south on the east side of the play courts to separate them from the Soccer Complex and provide gate access between the play courts and Soccer Complex; and

WHEREAS, **City** and **School Board** covenant and agree to amend and modify the Interlocal Agreement entered into on July 26, 2006, in order to provide that the **City** and **School Board** shall be permitted to jointly use the existing one-story restroom building to the north of the football stadium and the **City** shall maintain same until the new restrooms are constructed on the Soccer Complex at which time the **City** may demolish the existing restroom building at its own expense; and

WHEREAS, the **City** and **School Board** covenant and agree to amend and modify the Interlocal Agreement entered into on July 26, 2006 in order to provide that

the **City** shall assume 100% of the utility and electric costs for the Soccer Complex at all times.

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 1, "General", of the Interlocal Agreement of July 26, 2006, shall be amended as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance recreational opportunities for use by the public and the students of Palm Beach County.

Section 1.03 The defined terms as used in this Interlocal Agreement shall have the following meanings:

1. **Old Atlantic Site** shall mean the property owned by the **School Board** that was the former site of Atlantic High School located at 2501 Seacrest Boulevard, Delray Beach, Florida.
2. **Middle School** shall mean the middle school that the School Board intends to construct on the Old Atlantic Site.
3. **Soccer Complex** shall mean the land described in Composite Exhibit "A".
4. **Soccer Complex Improvements** shall mean the improvements listed in Section 3.01 of this Agreement.
5. **Soccer Complex Parking Area** shall mean the land on which the **City**-owned parking for the Soccer Complex shall be constructed. The Soccer Complex Parking Area will be located on a portion of land described in Composite Exhibit "A". The exact specifications for the parking area shall be decided after the completion of the site design plan for the Middle School, provided, however, that retention is met according to the South Florida Water Management District requirements and that the Soccer

Complex Parking Area shall be sufficient and shall equal at least 130 -165 9 feet by 18 feet parking spaces and shall be located within four hundred feet (400') from the Soccer Complex.

6. **Soccer Complex Parking Area Improvements** shall mean the paving, striping, drainage improvements and lighting required for the Soccer Complex Parking Area.
7. **Fields** shall mean the **City**-owned practice field facilities located at 2475 West Atlantic Avenue, Delray Beach, Florida, adjacent to the new Atlantic High School.
8. **School Board's Representative** shall mean the Chief of Facilities Management.
9. **City's Facilities** shall collectively mean the Fields and the Soccer Complex Improvements.
10. **School Board's Facilities** shall collectively mean the football field, football stadium, gymnasium, and parking located on the Old Atlantic Site.
11. **Interim Parking** shall mean an area of at least 130-165 9 feet by 18 feet parking spaces located adjacent to the Soccer Complex to the west that shall remain in the ownership of the **School Board** but shall be utilized by the **City** until the **City** purchases the Soccer Complex Parking Area from the **School Board** at a later date as contemplated by this Agreement.
12. **Restroom facilities** shall mean the existing one-story restroom building located to the north of the football stadium.
3. Article 3, "Schedule/Scope of Work" of the Interlocal Agreement of July 26,

2006, shall be amended as follows:

ARTICLE 3: SCHEDULE/SCOPE OF WORK

Section 3.01 The scope of work and schedule for completion of the Soccer Complex Improvements shall be as follows:

Soccer Complex Improvements: Phase I Improvements include:

1. Construct three (3) soccer fields,
2. Remove existing basketball and tennis courts,

3. Sod in existing softball fields, remove backstops and fencing,
 4. Move existing light poles to the east and south of Soccer Complex,
 5. Install perimeter fence around Soccer Complex and provide gate access from Soccer Complex to adjacent football stadium field and old Atlantic site,
 6. Remove all existing buildings just north of football stadium (except press box.
 7. Move storage container to southwest area near football field and track,
 8. Construct a concession stand building with restrooms, concession stand and press box,
 9. Fill and sod area between multipurpose field and track,
 10. Lighting for the Soccer Complex,
 11. Install concrete pad at northeast corner of Soccer Complex, and
 12. Provide gate access to the sidewalk located to the south of the existing play courts and extend the fence and the existing sidewalk to run north and south on the east side of the play courts and include a gate access between the play courts, and Soccer Complex; and
 13. Other improvements within the Soccer Complex as deemed necessary by **City**.
4. Article 5, "Use of Properties", of the Interlocal Agreement of July 26, 2006

shall be amended as follows:

Section 5.01 Use of Gymnasium, Football Stadium Field and Interim Parking – The **School Board** agrees to make available the gymnasium, football stadium field and Interim Parking. The **City** shall be permitted to use the gymnasium, football stadium field and Interim Parking in accordance with the prescribed procedure and conditions set forth herein, and without prior approval from 4:00 p.m. until 10:00 p.m. Monday through Friday until the Middle School is completed and from 9:00 a.m. until 6:00 p.m. on Saturday and Sunday. Additional use of the gymnasium, football stadium field and Interim Parking by the **City** is allowed so long as ten (10) days advance notice is given to **School**

Board in accordance with Article 12 herein and the additional use does not conflict with a **School Board** or **County** program or activity as defined in the certain Interlocal Agreement entered into by the **School Board** and Palm Beach County dated October 15, 2003. Both parties agree to meet prior to the opening of the new Middle School on the site in order to determine and agree on the revised times of use. The **School Board** shall be responsible for the utility costs associated with the **School Board's** Facilities. If the gymnasium and/or football stadium field are destroyed for any reason, the **School Board** agrees to permit the **City** to continue to utilize the new gymnasium/football stadium field as provided in accordance with the terms of this Agreement.

Section 5.02 Use of Soccer Complex/Fields – The **City** agrees to permit the onsite school located on the Old Atlantic Site to use the Soccer Complex Improvements in accordance with the prescribed procedure and conditions set forth herein, and without prior approval for recreational purposes from 8:00 a.m. until 4:00 p.m. Monday through Friday. The **City** agrees to permit the **School Board** to use the Fields annually from August 1 through November 30 from 3:00 p.m. to 6:00 p.m. Monday through Saturday for football, band and Eaglettes practice; from November 1 through February 28 from 3:00 p.m. to 6:00 p.m. Monday through Saturday, the Fields shall be available for soccer practice; and from May 1 through November 30 from 3:00 pm. to 6:00 p.m. Monday through Saturday the Fields shall be available for spring football. Additional use of the Soccer Complex Improvements and/or Fields is allowed so long as ten (10) days advance notice is given to the **City** in accordance with Article 12 herein and the additional use does not conflict with a **City** program or activity. The **City** shall be responsible for the utility costs associated with the **City's** Facilities.

Section 5.03 Adequate Supervision – Both parties agree to provide adequate supervision at all times, taking into consideration the type of activities planned when using the respective facilities of the other.

Section 5.04 Manner of Use; Cleanup – The **City** and the **School Board** agree to utilize the facilities of the other in the manner, and to the extent and degree intended for the particular facility and further agree to leave the facility in a clean and orderly condition upon leaving the facility.

Section 5.05 Vandalism or Other Damage to Gymnasium/Stadium Field/Soccer Complex/Fields When in Use Pursuant to this Agreement – The **City** agrees to be responsible for vandalism or other damage occurring to the **School Board's** Facilities during the periods the **School Board's** Facilities are used by the **City**. The **School Board** agrees to be responsible for vandalism or other damage occurring to the **City's** Facilities during the periods the **City's** Facilities are used by the **School Board**. The **School Board** shall cause such repairs to be made as necessary to correct the damage to the **School Board's**

Facilities in an expeditious and timely manner and submit an itemized invoice to the **City** for damages incurred during the **City's** use of the **School Board's** Facilities. The **City** shall cause such repairs to be made as necessary to correct the damage to the **City's** Facilities in an expeditious and timely manner and submit an itemized invoice to the **School Board** for damages incurred during the **School Board's** use of the **City's** Facilities. All damages shall be paid within ninety (90) days of receipt of the invoice for the damages.

Section 5.06 Restroom Facilities – The **City** and **School Board** shall have joint use of the existing one-story restroom building to the north of the football stadium until the new restroom facility is constructed, at which time the **City** will assume 100% of the costs for demolition of the existing one-story restroom building to the north of the football stadium.

5. Article 6, "Maintenance", of the Interlocal Agreement of July 26, 2006, shall be amended as follows:

Section 6.01 The **City** will contribute costs up to one thousand dollars (\$1,000) per calendar year upon completion of refinishing of the basketball courts for the gymnasium by the **School Board**. The **City** agrees to maintain and to assume 100% of costs of maintenance of the sod, irrigation and the restroom facility located to the north of the football stadium field on the football stadium field with the **School Board** to assume 100% of costs of maintenance for all other components of the football stadium.

Section 6.02 The **City** will assume 100% of the costs of maintenance for the Soccer Complex Improvements, Interim Parking, the Fields and restroom facilities, with such maintenance to be performed by the City or the City's designee.

Section 6.03 At all times, the **City** will assume 100% of the utility costs for the Soccer Complex including electric and water. The **City** will utilize the existing meter labeled "multi-purpose fields" to provide electric to the Soccer Complex until the new concession stand/press box building is constructed on the Soccer Complex at which time the **City** will provide electric power to the Soccer Complex via an electric meter to be located in the new concession stand/press box building.

Section 6.04 The **City** and **School Board** recognize that the perimeter chain link fence does not comport with the legal boundary lines for the Soccer Complex. Each party shall maintain the property on their side of the fence unless otherwise specified herein.

6. All other terms and conditions of the Interlocal Agreement of July 26, 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 OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Jeff Perlman, Mayor

Approved as to legal form
And sufficiency:

City Attorney

Date: _____

ATTEST:

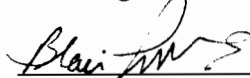
THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

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: 9/25/06