INTERLOCAL AGREEMENT BETWEEN

**THE GREATER BOCA RATON BEACH AND PARK DISTRICT AND**

**THE CITY OF BOCA RATON**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 2015, by and between THE GREATER BOCA RATON BEACH AND PARK DISTRICT, a political subdivision of the State of Florida (the “DISTRICT”) and the CITY OF BOCA RATON, a municipal corporation in the State of Florida, (the “CITY”), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

# W I T N E S S E T H

WHEREAS, the DISTRICT was created in 1974 as an independent special district pursuant to Section 189.429, Florida Statutes, by the Legislature of the State of Florida legislature; and

WHEREAS, the purposes and obligations of the DISTRICT are (1) to reimburse the City of Boca Raton the actual costs of debt service, maintenance, operation and debt service of improvements of the real property commonly known as the Schine and Butler Tracts, and (2) to reimburse the City of Boca Raton from other available resources of the district the actual costs of debt service of acquisition, maintenance, operation, and debt service of improvements on existing or future beach or park properties, or to acquire, maintain, operate, or improve beach or park properties; and

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 defined therein to enter into Interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, the DISTRICT is empowered to enter into agreements with other governmental agencies within or outside the boundaries of the DISTRICT for joint performance, or performance of one unit on behalf of the other, of either governmental entity’s authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the CITY is empowered to exercise any governmental, corporate, proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the DISTRICT is empowered to provide beach and park properties for its residents; and

WHEREAS, the CITY and the DISTRICT entered into an Interlocal Agreement dated January 19, 1982 for the operation and maintenance of a park facility now known as Patch Reef Park; and

WHEREAS, the CITY and the DISTRICT entered into an Interlocal Agreement dated June 12, 1984 for the repayment of debt, capitalization of improvements, and operation and maintenance of Red Reef Park; and

WHEREAS, the CITY and the DISTRICT entered into an Interlocal Agreement dated December 20, 1993 for the operation and maintenance of Sugar Sand Park; and

WHEREAS, the CITY and the DISTRICT entered into an Interlocal Agreement dated July 25, 1995 for the operation and maintenance of a property now known as Ocean Strand; and

WHEREAS, the CITY and the DISTRICT entered into an Interlocal Agreement dated October 16, 2000 for the operation and maintenance of the property now known as the Swim and Racquet Center; and

WHEREAS, the CITY and the DISTRICT entered into an Interlocal Agreement dated July 19, 2004 for the maintenance and scheduling of the athletic fields at Don Estridge High Tech Middle School; and

WHEREAS, the CITY and the DISTRICT entered into an Interlocal Agreement dated May 3, 2011 for the construction, operation and maintenance of a property known as deHoernle Park; and

WHEREAS, the provisions contained in the above-referenced Interlocal Agreements between the CITY and DISTRICT relating to maintenance and operation are not consistent; and

WHEREAS, the CITY and DISTRICT wish to create an Interlocal Agreement that provides consistent provisions for maintenance, operation, operational administration, and capital improvements of the Properties (as defined herein);

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. PREMISES. The premises hereinabove set forth are true and correct, and incorporated in this Agreement by reference.

2. TERM AND RENEWAL. This Agreement shall be for a term of thirty (30) years, and shall be automatically renewed for an additional ten (10) year period unless either party notifies the other at least 180 days prior to the expiration of the initial term.

3. TERMINATION OF EXISTING AGREEMENTS. The parties agree that, the following agreements between the CITY and the DISTRICT are hereby terminated as of the date of execution of this Agreement:

a. Interlocal Agreement dated January 19, 1982 for the operation and maintenance of a park facility now known as Patch Reef Park

b. Interlocal Agreement dated June 12, 1984 for the repayment of debt, capitalization of improvements, and operation and maintenance of Red Reef Park

c. Interlocal Agreement dated December 20, 1993 for the operation and maintenance of Sugar Sand Park

d. Interlocal Agreement dated July 25, 1995 for the operation and maintenance of a property now known as Ocean Strand

e. Interlocal Agreement dated October 16, 2000 for the operation and maintenance of the property now known as the Swim and Racquet Center

f. Interlocal Agreement dated July 19, 2004 for the maintenance and scheduling of the athletic fields at Don Estridge High Tech Middle School

g. Interlocal Agreement dated May 3, 2011 for the construction, operation and maintenance of a property known as deHoernle Park

1. OBLIGATIONS. The Parties agree that the CITY shall perform all Operation and Maintenance (as defined in Section 7 herein) for the Properties (as identified in Section 5 herein) in accordance with the provisions of this Agreement and shall perform Operational Administration (as identified in Section 8 herein) for the Other Properties (as identified in Section 6 herein). The Parties further agree that the DISTRICT shall have full and complete responsibility for the payment of all costs and expenses associated with such Operation and Maintenance of the Properties, and all costs and expenses associated with such Operational Administration of the Other Properties. In addition, the DISTRICT shall be have full and complete responsibility for the payment of all costs associated with planning, constructing, and administering Capital Projects (as defined in Section 13 herein) on the Properties.

5. PROPERTIES. For purposes of this Agreement, the term "Properties" shall include the park properties owned by either the CITY or the DISTRICT, as well as other properties owned by other entities for which the CITY has the responsibility of Maintenance and Operation and the DISTRICT has obligations to reimburse the CITY for such costs of the Operation and Maintenance pursuant to other agreements.

a. City Properties. "City Properties" are defined as Properties owned by the CITY for which the CITY shall perform all Operation and Maintenance and for which the DISTRICT shall be responsible for the payment of all costs and expenses associated with such Operation and Maintenance. The City Properties are listed below and are described more fully in Exhibit A, which is attached hereto and made a part hereof.

i. Red Reef Park, including Gumbo Limbo Nature Center

ii. DeHoernle Park

iii. Mizner Bark Dog Park

b. District Properties. "District Properties" are Properties owned by the DISTRICT for which the CITY shall perform all Operation and Maintenance and the DISTRICT shall be responsible for the payment of all costs and expenses associated with such Operation and Maintenance. The District Properties are listed below and are described more fully in Exhibit B, which is attached hereto and made a part hereof .

i. Patch Reef Park

ii. Sugar Sand Park

iii. Ocean Strand Park

iv. Swim and Racquet Center

c. Agency Properties. "Agency Properties" are Properties not owned by either the CITY or the DISTRICT, but through an agreement with the owner of the property, the DISTRICT and/or the CITY is responsible for Operation and Maintenance of the property and the DISTRICT is responsible for the payment of the costs and expenses associated with the Operation and Maintenance, in exchange for the use of the Agency Property. The Agency Property is listed below and is described more fully in Exhibit C, which is attached hereto and made a part hereof.

i. Don Estridge High Tech Middle School Athletic Fields (Through an Interlocal Agreement between the School Board of Palm Beach County and the Greater Boca Raton Beach and Park District dated December 15, 2004)

6. OTHER PROPERTIES. "Other Properties" are properties that are not owned by either the CITY or the DISTRICT, but through an agreement with the owner of the Other Property, the DISTRICT and/or the CITY have responsibility for Operational Administration of the property and the DISTRICT may be responsible for the payment of the costs and expenses associated with the operation and/or maintenance of the property in exchange for the use of the Other Property. The City shall provide all Operational Administration (as defined in Section 8 of this Agreement) for the Other Properties, and the DISTRICT shall be responsible for all costs and expenses associated with the Operational Administration of the Other Properties. The DISTRICT shall also be responsible for all costs and expenses for maintenance activities required by the agreement with the owner of the Other Property. The Other Properties are listed below and described more fully in Exhibit D, which is attached hereto and made a part hereof.

a. Florida Atlantic University (FAU) Fields (Through an Interlocal Agreement between the Greater Boca Raton Beach Tax District Agreement and Florida Atlantic University dated June 29, 1989, as supplemented and amended.)

b. Boca Raton Community Middle School Athletic Field Lighting Facilities (Through an Interlocal Agreement between the Greater Boca Raton Beach and Park District and the School Board of Palm Beach County for Funding of the Boca Raton Community Middle School Athletic Field Lighting Facilities dated June 15, 2009.

7. ADDITIONAL PROPERTIES If the CITY and DISTRCT wish to add additional property to the list of City properties, District Property, Agency Property or Other Property to those listed in this Agreement, an amendment to this Agreement shall be executed.

8. OPERATION AND MAINTENANCE. For purposes of this Agreement, the term "Operation and Maintenance" shall mean the provision of all labor, supplies, material, equipment, and any other item that is determined by the City, in its sole discretion, to be necessary to provide high quality, secure, well maintained parks and recreation facilities in the Properties and to provide high quality programs that are accessible and cost effective to the residents of the CITY and the DISTRICT. Operation and Maintenance shall include:

a. Providing all services that the CITY deems necessary to the maintain the fields, buildings, sidewalks, parking lots, playgrounds, landscaping, and all other improvements and facilities on the Properties so that they meet all acceptable standards of appearance, as determined in the CITY's sole discretion.

b. Providing all activities relating to management and administration of the Properties that are associated with their use by the public, including, but not limited to: (1) programming, scheduling, managing and administering all programs, events, and activities at the fields and facilities within the Properties; (2) developing and administering sports programs, recreation programs, and all other activities at the fields and facilities; (3) establishing the fee schedule for the use of the fields and facilities, (4) creating policies and procedures related to the use, maintenance and operations of the fields and facilities; and (5) providing security services at the fields and facilities.

c. Providing all equipment and machinery the City deems necessary to provide an acceptable level of operation and maintenance.

d. Providing routine replacement and repair of equipment used for Operation and Maintenance pursuant to the terms of this Agreement.

e. Providing routine repair of fields and facilities.

9. OPERATIONAL ADMINSTRATION. For purposes of this Agreement, the term Operational Administration shall mean all necessary labor, material, and equipment to provide high quality programs in the Other Properties. Operational Administration shall include:

a. Providing all activities relating to management and administration of the Properties that are associated with their use by the public, including, but not limited to: (1) programming, scheduling, managing and administering all programs, events, and activities at the fields and facilities within the Properties; (2) developing and administering sports programs, recreation programs, and all other activities at the fields and facilities; (3) establishing the fee schedule for the use of the fields and facilities, and (4) creating policies and procedures related to the use, maintenance and operations of the fields and facilities.

10. COSTS AND EXPENSES, FINAL BUDGET.

a. The DISTRICT shall pay to the CITY all of the costs and expenses associated with the Operation and Maintenance of the Properties, including any and all direct and indirect costs. In addition, the DISTRICT shall pay to the CITY all of its costs and expenses associated with the Operational Administration of the Other Properties, including any and all direct and indirect costs.

b. The CITY and the DISTRICT shall utilize the following procedures to establish the annual budget and to provide for the payment of the costs and expenses by the DISTRICT for the Operation and Maintenance of the Properties and the Operational Administration of the Other Properties.

i. The CITY shall provide to the DISTRICT a proposed budget for the following fiscal year’s Operation and Maintenance of the Properties, and the Operational Administration of the Other Properties. The CITY shall provide this proposed budget to the DISTRICT by July 1 of each year. The proposed budget shall include all of the costs and expenses the CITY anticipates will be expended for maintaining the appropriate standards of operation and maintenance of the Properties. The CITY shall also provide the costs of a Recreation Services Fee, and a City Overhead Fee as detailed below:

(1) Recreation Services Fee - The Recreation Services Fee shall be an amount equal to 5% of the proposed budget, to be paid by the DISTRICT to the CITY to reimburse the CITY for the expenses it incurs for the CITY’S Recreation Services Department employees to perform management services and other periodic services relating to the Operation and Maintenance of the Properties and the Operational Administration of the Other Properties.

(2) City Overhead Fee - The City Overhead Fee, which shall be an amount equal to 5% of the proposed budget to be paid by the DISTRICT to the CITY to reimburse the CITY for the expenses it incurs for the City employees not in the Recreation Services Department to perform support services and management services relating to the Operation and Maintenance of the Properties and the Operational Administration of the Other Properties.

ii. The proposed budget shall include CITY's cost for the use, repair and replacement of equipment, including but not limited to, vehicles, computers, and maintenance equipment . The inclusion of this cost in the budget shall be in lieu of providing for capital replacement of such vehicles, computers, and equipment in the proposed annual budget.

iiii. The proposed budget shall include an amount to be paid by the DISTRICT to the CITY that is equal to the shortfall between the revenues received and expenses incurred for the operation and maintenance of the Red Reef Park Golf Course, if a shortfall is anticipated.

iv. The proposed budget shall include any projected revenue from programs and activities on District Properties as detailed in Section 14 of this Agreement.

c. The DISTRICT shall review the proposed budget within 30 days of the receipt from the CITY The DISTRICT may ask the CITY to provide additional information regarding the proposed budget, and the CITY shall endeavor to provide such requested information, if such information is available.

d. After submission by the CITY and review by the DISTRICT of the proposed budget, the CITY and DISTRICT may agree to changes to the proposed budget. The DISTRICT shall adopt a Final Budget by September 1 based on the proposed budget and any changes agreed to by the DISTRICT and CITY.

e. If the DISTRICT and the CITY are unable to agree on a proposed budget, the Final Budget shall be determined as follows:

i. The DISTRICT shall determine the amount of the costs and expenses that it proposes to budget for Operation and Maintenance on the District Properties and the Agency Properties and the amount of the costs and expenses that it proposes to budget for the Operational Administration of the Other Properties. Based on the amount the DISTRICT proposed to budget, the CITY shall determine and notify the DISTRICT of the level of Maintenance and Operation and Operational Administration that the DISTRICT’S proposed budget will provide. In the City’s sole discretion, if this level of Maintenance and Operation is sufficient to maintain the condition of the facilities and the quality of the programs at the District Properties and the Agency Properties and to provide a sufficient level of Operational Administration of the Other Properties, the DISTRICT’S proposed budget for the District Properties, the Agency Properties and the Other Properties shall be included in the Final Budget.

ii. The CITY shall determine the amount of the costs and expenses for the Operation and Maintenance of the City Properties. The CITY’S proposed budget for the City Properties shall be included in the Final Budget.

iii. The Recreation Services Fee, the City Overhead Fee, and the costs associated with the Red Reef Golf Course shall be included in the Final Budget.

f. The CITY will provide to the DISTRICT a detailed summary of the actual costs and expenses relating to the Operation and Maintenance of the Properties and the Operational Administration of the Other Properties on a monthly basis. For the first 11 months of each fiscal year (October through August), the City shall invoice the DISTRICT an amount equal to one twelfth of the Final Budget, and the DISTRICT shall pay such amount to the CITY within 30 days of the date of the receipt of said invoice.

The final invoice from the CITY to the DISTRICT for each fiscal year of the Agreement shall be in the amount that reconciles the Final Budget and the actual costs relating to the Operation and Maintenance of the Properties and the Operational Administration of the Other Properties for the entire fiscal year. The CITY shall submit to the DISTRICT a summary of the actual costs and expenses incurred for the entire fiscal year with the final monthly invoice within 60 days following the last day of the fiscal year. DISTRICT shall make prompt payment to the CITY within 30 days of receipt of said invoice.

g. The DISTRICT shall make all payments to the CITY using an electronic bank to bank fund transfer.

h. Interest at the rate of 12% per annum shall be applied to any monthly invoice not paid by the DISTRICT within 30 days of their receipt of an invoice.

i. In the event the CITY desires to increase the Final Budget during the budget year, the CITY will notify the DISTRICT in writing, providing information that details the proposed increases and the bases therefor. The DISTRICT may agree to increase the Final Budget by providing its approval in writing.

j. If the DISTRICT desires to increase the Final Budget during the budget year by adding or increasing services or activities, it shall notify the CITY in writing, and the CITY and DISTRICT shall agree on the cost of such additional services and the Final Budget shall be increased accordingly. The CITY shall begin providing such services or activities as soon as practicable thereafter.

k. If the Final Budget is increased at any time during the budget year, the amount of the monthly invoice sent by the CITY to the DISTRICT shall be adjusted immediately thereafter to incorporate said increase.

11. CONDITION OF THE PROPERTIES. If the CITY determines, in its sole discretion, that the condition of the Properties does not meet the standards of other parks and facilities within the City based on the level of maintenance funded by the amount in the Final Budget, the CITY shall submit a list of maintenance items or conditions that are required to be remedied and request payment for additional activities to effectuate the remedies from the DISTRICT as necessary to undertake such maintenance activities, provided however, that no Capital Projects (as defined herein) shall be made by the CITY without the consent of the DISTRICT. Should the DISTRICT fail or refuse to authorize such additional maintenance activities (excluding Capital Projects), the CITY shall be authorized to complete such work and invoice the DISTRICT for all costs of such maintenance activities (excluding Capital Projects), even if such costs exceed the budgeted amounts for the costs of maintenance. Non-payment of such an invoice by the DISTRICT within thirty (30) days shall result in the termination of this Agreement.

12. AUDIT. The CITY agrees that the DISTRICT, at the DISTRICT’s expense, may perform an audit of the CITY’S records that relate to this Agreement to verify the actual costs and expenses incurred by the CITY.

13. CAPITAL PROJECTS. For purposes of this Agreement, "Capital Projects" shall mean all projects and improvements to the Properties that are not Operation and Maintenance as defined herein, and may include, but is not limited to, planning, design, construction, acquisition of property, and construction inspection and administration services. Capital Projects shall not include routine replacement and repair of equipment, fields and facilities associated with normal and regular Operation and Maintenance that are less than $10,000.

* 1. Responsibilities and Obligations. The DISTRICT shall be responsible for the planning, design, construction, acquisition of property, and construction inspection and administration of Capital Projects which shall include contracting with engineers, architects, and/or other professional consultants, construction contractors, and suppliers. The CITY may make recommendations for Capital Projects and review and provide comments on the design of Capital Projects, as detailed in Section 9.c. herein.
  2. Cost and Expenses. The DISTRICT shall pay all costs and expenses associated with Capital Projects.
  3. Procedures. Capital Projects on the Properties may be recommended by either the DISTRICT or the CITY. The CITY may recommend Capital Project(s) to the DISTRICT at time of submittal of the proposed annual budget or in writing at any time. The DISTRICT may create and develop Capital Projects at any time with or without the recommendation of the CITY.
     1. City Property. The DISTRICT shall provide to the CITY a written proposal for a Capital Project on a City Property. The proposal shall include the specific location for and a detailed description of the Capital Project. The CITY shall review the proposed Capital Project and take one of the following actions: (1) initially approve the proposed Capital Project, however, this initial approval may be revoked by the City at any time thereafter and the City may deny the Capital Project; (2) request additional information regarding the proposed Capital Project from the DISTRICT, or (3) reject the proposed Capital Project. Such decision of the CITY shall be made in writing to the DISTRICT 1. City Property. If a Capital Project on City Property is initially approved by the CITY, the DISTRICT may develop design the plans and develop the estimated costs of the Capital Project. The design plans and cost estimate shall be submitted to the CITY for review and comment. The City may provide comments and suggestions of modifications to the design plans to the DISTRICT. Thereafter, the CITY shall either provide its written approval or rejection of the Capital Project to the DISTRICT. In the event the CITY approves the Capital Project, the DISTRICT may move forward with the Capital Project, however the CITY shall ensure that the Capital Project is designed and constructed in compliance with the approved Capital Project. . The DISTRICT shall coordinate the construction/ implementation of the Capital Project with the CITY to minimize impact on operations and maintenance. Any necessary regulatory permits including permits from the CITY must be obtained by the DISTRICT.
     2. District Property. The DISTRICT shall prepare, or have prepared, design plans including estimated costs for a Capital Project on District Property. Such plans and costs shall be submitted to the City for review and comment. The City may make comments and suggest modifications to the plans. After modifications, if any, are made to the plans, the DISTRICT may move forward with the Capital Project. The DISTRICT shall coordinate the construction/ implementation of the Capital Project with the CITY to minimize impact on operations and maintenance. Any necessary regulatory permits including permits from the CITY must be obtained by the DISTRICT.
     3. Other Property. Following the decision of the DISTRICT to create a Capital Project within an Other Property, in accordance with the terms and conditions of any and all agreements between the DISTRICT and the owner of the Other Property, the DISTRICT shall prepare or have prepared plans including estimated costs for the Capital Project. Such plans and costs shall be submitted to the City for review and comment. The City may make comments and suggest modifications to the plans. After modifications, if any, are made to the plans, the DISTRICT may move forward with the Capital Project. The DISTRICT shall coordinate the construction/ implementation of the Capital Projects with the CITY to minimize impact on operations and maintenance. Any necessary regulatory permits including permits from the CITY must be obtained by the DISTRICT.

14. USER FEES. "User Fees" are those fees charged to the users of the facilities, activities and programs of the Properties and Other Properties. The CITY shall determine and adopt all User Fees, including registration fees, facility and field use fees, and non-resident fees. The CITY shall provide notice to DISTRICT of any changes to the existing user fees prior to adoption by City Council.

Revenue received by the City by users of programs and activities at District Properties (and/or Agency or Other Properties) shall be applied as a credit to the Operation and Maintenance expenses invoiced by the CITY to the District. Revenue from programs and activities that utilize both District Properties (and/or Agency or Other Properties) and City Properties shall be prorated by the ratio of the number of District Properties (and/or Agency or Other Properties) fields or facilities utilized for the program or activity and the compared to the total number of field or facilities utilized for the program or activity. The anticipated revenue from programs and activities at District Properties (and/or Agency or Other Properties) at charged by the CITY to users of the recreational facilities of the Properties shall be included in the CITY’S submittal of the annual proposed budget and in the Final Budget.

15. SCHEDULING, USE BY DISTRICT RESIDENTS.

a. As provided herein, an integral part of the Operation and Maintenance of City Properties, District Properties, and Agency Properties and of the Operational Administration of Other Properties is that the CITY shall have the sole responsibility for the scheduling of all fields and facilities of the Properties and Other Properties. This CITY responsibility shall included, but is not limited to, the assignment of fields and facilities amongst all different users and determining the priority of the users of the fields and facilities on the City Properties, the District Properties, the Agency Properties, and the Other Properties.

b. The same terms, conditions, policies and procedures used by the CITY to schedule fields and facilities on other park property owned by the CITY, that is not City Properties as defined herein, shall be used when scheduling activities at the Properties, provided however, that the CITY shall treat residents of the City and residents not of the City but of the DISTRICT in the same fashion in regards to the CITY’s scheduling of any activity or program for the Properties and Other Properties during the term of this Agreement. The residents of the DISTRICT shall have the same rights and benefits as the residents of the CITY regarding the use of the Properties.

16. STAFFING AND COMMUNICATION.

16.1 Staffing. The CITY and DISTRICT agree to have adequate and appropriate levels of staffing to fulfill the obligations and responsibilities of their respective agency. The DISTRICT shall employ a full time executive director for the entire term of this Agreement.

16.2 Communication. The CITY and DISTRICT agree that CITY and DISTRICT staff shall communicate frequently and work cooperatively for the benefit of the DISTRICT and CITY residents and property owners.

17. TERMINATION. The CITY may terminate this Agreement for any reason or no reason with 180 days written notice to the DISTRICT. With such termination, the CITY shall continue to operate and maintain the City Properties, and the DISTRICT shall be responsible for the Operation and Maintenance of District Properties and Agency Properties, and the Operational Administration of the Other Properties. In the event the CITY terminates this Agreement pursuant to this provision, the CITY shall have no further obligation for the Operation and Maintenance of District Properties, Agency Properties or Operational Administration of Other Properties following the termination date, other than may be required by other agency agreements or contractual relationships.

18. PARTY REPRESENTATIVES.

a. The CITY’S representative during the term of this Agreement shall be the City Manager, whose address is:

201 W. Palmetto Park Rd.

Boca Raton, FL 33432

and whose telephone number is (561) 393-7703.

b. The DISTRICT’S representative during the term of this Agreement shall be the Executive Director, whose address is:

300 S. Military Trail

Boca Raton, FL 33486

and whose telephone number is (561) 417-4599.

19. FILING. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in Palm Beach County by the CITY.

20. LIABILITY. Neither the CITY nor the DISTRICT, or their respective officers, agents, or employees, shall be deemed to assume any liability for the acts, omissions, or negligence of any other party. Nothing in this Agreement shall constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, and nothing in the indemnification is meant to or shall serve as a waiver of any of the requirements or limitations contained in Section 768.28, Florida Statutes.

21. INSURANCE - The CITY and DISTRICT agree to maintain adequate levels of insurance, which may include self insurance, for their respective properties, facilities, equipment, and personnel. The DISTRICT shall name the City as additional insured on all its insurance policies.

a. Capital Projects on City Properties. The DISTRICT shall require all consultants, contractors, and subcontractors performing work relating to Capital Projects on City Properties to procure and maintain, for the life of the Capital Project, general liability insurance coverage, naming both the DISTRICT and CITY as additional insureds. This coverage shall be on an "Occurrence" basis.  Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability.  The policy shall provide coverage for death, personal injury and property damage resulting directly or indirectly from the any work on the Capital Project. The Minimum Limits of Coverage shall be $2,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. and an aggregate limit of $10,000,000. The DISTRICT shall provide copies of the insurance certificates for all consultants, contractors and subcontractors to the CITY, and shall provide thirty (30) days written notice via Certified Mail in the event of cancellation of any insurance policy.

The DISTRICT shall also require that all consultants, contractors and subcontractors performing work relating to Capital Projects on City Properties shall procure and maintain, for the life of the construction of the Capital Project, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws.  The DISTRICT shall provide copies of the insurance certificates for all consultants, contractors and subcontractors to the CITY, and shall provide thirty (30) days notice of cancellation, lapse or material modification t shall be provided to the CITY via Certified Mail.

22. EQUAL OPPORTUNITY. The CITY and the DISTRICT agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, sexual orientation, gender identity or expression, or marital status, 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.

23. NO THIRD PARTY BENEFICIARIES. This Agreement shall not be construed to confer rights or privileges or causes of action to any third party or entities not a party to this Agreement.

24. SEVERABILITY. In the event that any section, paragraph, sentence, clause, or provisions hereof 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.

25. WAIVER OF BREACH. It is hereby agreed to by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

26. CODE OF ETHICS AND INSPECTOR GENERAL REGULATIONS. For all actions and activities under this Agreement, the CITY and DISTRICT shall abide by and adhere to the Palm Beach County Code of Ethics, as adopted and amended, in all aspects pertaining to the fulfillment of the terms, conditions, and covenants of this Agreement, and shall abide by and adhere to the regulations and policies of the Palm Beach County Office of the Inspector General, as adopted and amended, in all aspects pertaining to the fulfillment of the terms, conditions, and covenants of this Agreement. Nothing contained herein shall be construed as an admission or consent by the DISTRICT in its capacity as an independent special district that it is subject to the regulations of the Palm Beach County Office of the Inspector General or the Palm Beach County Commission on Ethics.

26. ENTIRETY OF AGREEMENT. The CITY and DISTRICT agree that this Agreement, together with all attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

27. INDEPENDENT CONTRACTOR. The CITY and DISTRICT recognize that they are independent contractors and not an agent or servant of each other. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker’s compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.

[Signatures on Next Page]

IN WITNESS WHEREOF, the GREATER BOCA RATON BEACH AND PARK DISTRICT has caused this Agreement to be signed by the Chairperson of the Board and the seal of said Board to be affixed hereto and attested by the Secretary of said Board, pursuant to the authority granted by said Board, and the CITY OF BOCA RATON has caused this Agreement to be signed in its corporate name by its Mayor and its corporation seal to be affixed hereto, attested by its City Clerk, the date and year first above written.

CITY OF BOCA RATON, FLORIDA THE GREATER BOCA RATON

BEACH AND PARK DISTRICT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor Chairman

ATTEST: ATTEST:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk Secretary

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved as to form and legal sufficiency: Approved as to form and legal sufficiency:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Diana Grub Frieser, City Attorney Arthur C. Koski, Esquire

EXHIBIT A

City Properties

Exhibit B

District Properties

Exhibit C

Agency Properties

Exhibit D

Other Properties