



CITY OF Boca Raton

Resolution No. 119-2026

CITY HALL
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DATE: September 15, 2026

TO: Mayor and City Council

FROM: Mark Sohaney
City Manager

SUBJECT: Adoption of Resolution No. 119-2026 Approving an Amended and Restated Interlocal Agreement with the Greater Boca Raton Beach and Park District Related to the Ongoing Operation and Maintenance of Countess de Hoernle Park and the Development of Phase II Improvements.

RECOMMENDATION: I recommend that the City Council adopt Resolution No. 119-2026 approving the Amended and Restated Interlocal Agreement between the City of Boca Raton (the "City") and the Greater Boca Raton Beach and Park District (the "District") relating to the ongoing operation and maintenance of Countess de Hoernle Park and the development of Phase II improvements and authorize the Mayor and City Clerk to execute the Agreement.

BACKGROUND: The City and the Greater Boca Raton Beach and Park District have a longstanding partnership to provide recreational facilities that serve residents throughout the broader Boca Raton community. In 2011, the City and District entered into an Interlocal Agreement establishing their respective responsibilities for the development, operation, and maintenance of the athletic facilities at Countess de Hoernle Park. Under that agreement, the District assumed responsibility for funding and developing the capital improvements, while the City assumed responsibility for operating and maintaining the completed facilities.

The Park has since become an important community recreational asset, providing athletic fields and other amenities used by residents of both the City and the District. The proposed Amended and Restated Agreement recognizes the improvements constructed under the original agreement as Phase I and establishes a framework for the development of Phase II.

Need for Phase II

The need for additional athletic fields at Countess de Hoernle Park is closely related to the anticipated loss of community access to athletic fields currently located on the campus of Florida Atlantic University (FAU).

For decades, the District has partnered with FAU to provide community access to athletic fields on the FAU campus, including the FAU varsity and Glades Road soccer fields. These fields have provided important capacity for local youth and adult sports programs. The District and City have recognized the importance of the FAU fields to community athletics, including their use by local soccer programs and other organized sports.

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

In June 2025, the District Board discussed the anticipated loss of access to these three (3) athletic fields by 2030 to service FAU student recreation needs. At that time, District and City staff identified Countess de Hoernle Park as the location to which the District and City's athletic-field capacity could be relocated. The District specifically recognized the Park's existing lighting, parking, and extended operating hours as advantages in accommodating the relocated fields.

Phase II, therefore, represents more than an expansion of an existing park. It provides an opportunity for the City and District to replace an important source of community athletic-field capacity that is anticipated to become unavailable, while locating those facilities within an existing public park that already has supporting infrastructure and established recreational operations.

The location also provides operational efficiencies. The City's recently completed maintenance facility is located adjacent to Countess de Hoernle Park and provides nearby support for the Park's maintenance operations. Consolidating additional athletic fields within the Park allows the City to operate and maintain the expanded facilities in conjunction with the existing Park and nearby maintenance resources, promoting efficient use of personnel, equipment, and infrastructure.

The proposed Phase II improvements are anticipated to include additional athletic fields, small restrooms, parking and related site improvements, sidewalks, and other improvements necessary to support the expanded recreational use of the Park. The final scope and configuration of the improvements will be established through the concept planning and design process contemplated by the Agreement.

Purpose of the Amended and Restated Agreement

The proposed Agreement serves two related purposes:

First, it establishes the framework for planning, designing, funding, constructing, operating, and maintaining Phase II of Countess de Hoernle Park.

Second, it updates and modernizes the 2011 operating and maintenance agreement to reflect the Park as it exists today and to clarify the respective responsibilities of the City and District going forward.

The fundamental partnership established in 2011 remains intact. The District will continue to provide the financial resources associated with the capital improvements and will remain financially responsible for the operation and maintenance of the Park and its facilities. The City will continue to operate, maintain, schedule, and manage the Park on a day-to-day basis.

The proposed Agreement also provides a more comprehensive process for the two parties to coordinate decisions affecting both the construction of Phase II and the long-term operation and maintenance of the Park.

Key Provisions of the Amended and Restated Agreement

Phase II Planning and Construction

The District will have overall managerial and decision-making responsibility for the Phase II project and will be responsible for the associated project costs through completion of construction. The District will develop the project schedule, obtain required permits, manage procurement, and contract for construction.

Because the City will ultimately operate and maintain the expanded Park, the Agreement provides the City with an opportunity to participate in the development of the project. The District must provide the City with a concept plan for review, and the City will have an opportunity to review bid specifications before construction bids are solicited. The Agreement specifically recognizes the mutual interest in long-term performance, maintainability, reliability, public safety, operational requirements, and life-cycle costs.

This approach is intended to ensure that Phase II is not designed solely around the initial cost of construction but also considers the District's funding of and the City's long-term responsibility for operating and maintaining the facilities.

Off-Site Improvements

The Phase II project is generally limited to improvements within the Park and supporting infrastructure. If a vehicular connection and related traffic improvements to Banyan Trail are ultimately incorporated into the project, the City and District will establish the associated responsibilities and cost-sharing arrangements.

Operation and Maintenance

The City will continue to operate and maintain Countess de Hoernle Park and its facilities. The District will remain financially responsible for operation and maintenance expenses, including capital repairs and replacements associated with the facilities. The revised Agreement expressly includes park ranger security as an operating expense.

The arrangement recognizes the respective strengths of the two organizations: the District provides the financial resources necessary to support the capital investment, while the City provides the personnel, equipment, systems, and day-to-day management necessary to operate a City-owned public park.

The proximity of the recently completed maintenance facility further supports this arrangement by providing the City's maintenance operations with nearby access to the Park and its facilities.

Annual Budgeting and Reimbursement

The City will provide the District with an annual estimate of anticipated operation and maintenance expenses by June 1. The District will reimburse the City for actual costs, with monthly invoices payable within 60 days. User-fee revenues generated at the Park will be used to reduce the operation and maintenance costs reimbursable by the District and will be identified on the City's invoices.

Maintenance Standards

The amended Agreement establishes a more collaborative process for identifying and addressing maintenance concerns. The District may identify conditions that it believes do not meet appropriate maintenance standards, after which the City will review the concerns and either address them within a reasonable period or confer with the District regarding appropriate corrective action. The City retains discretion regarding the manner, means, timing, and scope of maintenance activities.

Scheduling and Community Access

The City will retain responsibility for scheduling use of the Park and will apply its policies governing City-owned athletic facilities. The Agreement continues to recognize that residents of the District should receive the same benefits and level of service provided to City residents.

Comparison of the 2011 and the Restated and Amended Agreements

Although the proposed Amended and Restated Agreement is more comprehensive than the 2011 Agreement, the essential relationship between the City and District remains substantially the same.

The 2011 Agreement primarily established the framework for the original development and ongoing operation of the Park. The District was responsible for funding and developing the capital improvements, while the City was responsible for operating and maintaining the completed facilities.

The amended Agreement expands that framework to address the Park as it exists today and to provide for its next phase of development. It formally recognizes the existing improvements as Phase I and establishes a process for Phase II.

The principal changes include:

- Phase II: The amended Agreement establishes the planning, design, construction, funding, and operational framework for the next phase of improvements.
- Greater City involvement in capital planning: While the District retains responsibility for managing and funding the Phase II capital project, the City has a defined opportunity to review the concept plan and bid specifications and provide input concerning maintainability, operations, public safety, life-cycle costs, and other considerations that will affect the City's long-term responsibilities.
- Updated operation and maintenance responsibilities: The basic 2011 arrangement remains in place, but the amended Agreement more clearly identifies the expenses for which the District is responsible and expressly includes park ranger security.
- User-fee revenues: The amended Agreement expressly provides that user-fee revenues generated at the Park will reduce the operation and maintenance costs reimbursed by the District and will be reflected on the City's invoices.
- Maintenance coordination: The amended Agreement establishes a more collaborative process for identifying and resolving maintenance concerns while preserving the City's operational discretion.
- Insurance and indemnification: The amended Agreement modernizes and expands the insurance requirements and clarifies that each party remains responsible for its own negligent or wrongful acts or omissions, while preserving applicable sovereign immunity and statutory limitations of liability.
- Termination: The amended Agreement provides either party with an ability to terminate at the end of a fiscal year upon timely notice, providing greater clarity regarding the parties' long-term commitment.

These changes are intended to ensure that the agreement reflects the current scope and importance of Countess de Hoernle Park rather than simply continuing the 2011 agreement without modification.

A Continuing City-District Partnership

The proposed Agreement should be viewed in the context of the longstanding partnership between the City and District and their shared responsibility to address the recreational needs of the broader community.

The original 2011 Agreement recognized that the parties could more effectively provide recreational opportunities by combining their respective resources and responsibilities. The proposed Agreement continues that approach.

The circumstances surrounding Phase II demonstrate the value of that partnership. The District has historically invested in athletic-field capacity on the FAU campus. With the anticipated loss of access to those fields by 2030, the City and District have an opportunity to preserve that capacity by incorporating replacement fields into Countess de Hoernle Park.

The proposed arrangement allows the District to continue its role as a capital funding partner while allowing the City to apply its existing parks management, maintenance, scheduling, and operational

resources to the expanded facility. The recently completed maintenance facility located adjacent to the Park further enhances the City's ability to efficiently maintain the expanded recreational complex.

In this respect, Phase II is not simply an expansion of a City park or a District capital project. It is a joint investment in preserving community recreational capacity and making efficient use of existing public resources.

Conclusion

The proposed Amended and Restated Interlocal Agreement provides the framework necessary for the City and Greater Boca Raton Beach and Park District to continue their longstanding partnership at Countess de Hoernle Park and to advance Phase II of the Park's development.

Phase II responds to a specific and anticipated community need: the expected loss of access to athletic fields on the FAU campus that have served local recreational programs for decades. Relocating that athletic-field capacity to Countess de Hoernle Park will preserve an important recreational resource while taking advantage of the Park's existing lighting, parking, operating infrastructure, and nearby maintenance facility.

The amended Agreement maintains the essential principles established in 2011 while providing greater clarity concerning Phase II development, capital responsibilities, City participation in the design process, operation and maintenance expenses, user-fee revenues, maintenance standards, insurance, indemnification, and termination rights.

Most importantly, the Agreement provides a framework for the City and District to continue working together as partners to meet the recreational needs of the entire community and to ensure that Countess de Hoernle Park remains a high-quality, efficiently operated public recreational asset for years to come.

FISCAL IMPACT: Approval of the Amended and Restated Interlocal Agreement is not anticipated to result in a net fiscal impact to the City for the ongoing maintenance and operation of Countess de Hoernle Park. Under the Agreement, the City will continue to provide for the maintenance and operation of the park, with eligible Parks and Recreation expenses reimbursed by the Greater Boca Raton Beach and Park District in accordance with the terms of the Agreement.

The Agreement also provides for the Phase II improvements to the park, which will be funded by the District. Accordingly, the City is not anticipated to incur a net capital cost associated with the design and construction of the Phase II improvements.

While expenditures associated with park operations, maintenance, and implementation of the Phase II improvements may be processed through City accounts as applicable, the corresponding costs are subject to reimbursement or direct funding by the District pursuant to the Agreement. Therefore, approval of the Amended and Restated Interlocal Agreement is not expected to require an additional net appropriation of City funds for these purposes.

STRATEGIC IMPACT: The agreement supports the City's long-term financial stewardship (Goal 1: Financially Sound City) by establishing a clear framework for the allocation of capital, operating, and maintenance responsibilities between the City and the Greater Boca Raton Beach and Park District. The partnership allows the City to leverage District funding for capital improvements while utilizing existing City operational resources and nearby maintenance infrastructure to efficiently manage the expanded Park. High-quality parks and recreational amenities also contribute to the overall quality of life that supports Boca Raton's attractiveness to residents, businesses, and employees.

The Agreement facilitates the expansion and enhancement of a major community recreational asset in support of Goal 2: World Class Municipal Services. Phase II will provide additional athletic-field capacity

to address the anticipated loss of community access to fields currently located at Florida Atlantic University. The project also takes advantage of existing Park infrastructure, including lighting, parking, established operations, and the recently completed nearby maintenance facility, supporting the efficient delivery of high-quality recreational services. Additionally, as it relates to infrastructure capacity, the Phase II improvements are anticipated to include sidewalks and other site connectivity improvements that will enhance pedestrian circulation within the Park. The Agreement also provides a framework for addressing potential future connections to Banyan Trail and associated infrastructure improvements.

Lastly, the Agreement directly advances Goal 3: Strong Partnership with the Community by continuing a longstanding partnership between the City and the Greater Boca Raton Beach and Park District to provide recreational opportunities for the broader community. The proposed Phase II improvements will help preserve community athletic-field capacity as access to the FAU fields is anticipated to be lost by 2030. By combining District capital resources with the City's operational and maintenance capabilities, the Agreement allows the two public entities to work collaboratively to address community needs, maximize existing public investments, and provide accessible, high-quality recreational facilities for residents throughout the community.

The proposed Amended and Restated Agreement strengthens the City's partnership with the Greater Boca Raton Beach and Park District while providing a coordinated and financially responsible approach to maintaining and expanding a significant community recreational asset. The Agreement supports the City's commitment to world-class municipal services and quality of life by addressing the anticipated loss of athletic-field capacity, improving connectivity and recreational opportunities, and leveraging existing public infrastructure and resources.

Document originated by: Andrew D. Lukasik, Deputy City Manager



RESOLUTION

119-2026

1
2 A RESOLUTION OF THE CITY OF BOCA RATON
3 AUTHORIZING THE MAYOR AND CITY CLERK TO
4 EXECUTE AN AMENDED AND RESTATED INTERLOCAL
5 AGREEMENT BETWEEN THE GREATER BOCA RATON
6 BEACH AND PARK DISTRICT AND THE CITY OF BOCA
7 RATON RELATING TO THE OPERATION AND
8 MAINTENANCE OF COUNTESS DE HOERNLE PARK AND
9 THE DEVELOPMENT OF PHASE II IMPROVEMENTS;
10 PROVIDING FOR SEVERABILITY; PROVIDING FOR
11 REPEALER; PROVIDING AN EFFECTIVE DATE

12
13 WHEREAS, the City of Boca Raton (the "City") and the Greater Boca Raton Beach and
14 Park District (the "District") have a longstanding partnership to provide recreational facilities
15 serving residents of the broader Boca Raton community; and

16 WHEREAS, in 2011, the City and District entered into an Interlocal Agreement ("2011
17 Interlocal Agreement") establishing their respective responsibilities for the development,
18 operation, and maintenance of the athletic facilities at Countess de Hoernle Park (the "Park"),

1 under which the District funded and developed capital improvements and the City operated and
2 maintained the completed facilities; and

3 WHEREAS, the improvements constructed pursuant to the 2011 Interlocal Agreement
4 are recognized as Phase I of the Park, and the City and District desire to establish a framework
5 for the planning, design, funding, construction, operation, and maintenance of Phase II
6 improvements; and

7 WHEREAS, the need for Phase II is related in part to the anticipated loss by 2030 of
8 community access to athletic fields located on the campus of Florida Atlantic University, including
9 fields that have historically provided important capacity for local youth and adult sports programs;
10 and

11 WHEREAS, the Park has been identified as an appropriate location to preserve and
12 relocate athletic-field capacity because of its existing lighting, parking, extended operating hours,
13 recreational operations, supporting infrastructure, and proximity to the City's recently completed
14 maintenance facility; and

15 WHEREAS, the Phase II improvements are anticipated to include additional athletic
16 fields, small restrooms, parking and related site improvements, sidewalks, and other
17 improvements necessary to support expanded recreational use, with the final scope and
18 configuration to be established through the concept planning and design process; and

19 WHEREAS, under the proposed Amended and Restated Interlocal Agreement between
20 the Greater Boca Raton Beach and Park District and the City of Boca Raton (the "Agreement"),
21 the District will retain overall managerial and decision-making responsibility for Phase II and
22 responsibility for project costs through completion of construction, while the City will have defined
23 opportunities to review the concept plan and bid specifications and provide input regarding long-
24 term performance, maintainability, reliability, public safety, operational requirements, and life-
25 cycle costs; and

1 WHEREAS, the Agreement continues the parties' existing operational relationship,
2 under which the City operates, maintains, schedules, and manages the Park on a day-to-day
3 basis and the District remains financially responsible for operation and maintenance expenses,
4 including capital repairs and replacements and park ranger security; and

5 WHEREAS, the Agreement further establishes procedures for annual budgeting and
6 reimbursement, application of user-fee revenues to reduce reimbursable operation and
7 maintenance costs, coordination regarding maintenance standards, community access,
8 insurance and indemnification, and termination; and

9 WHEREAS, the City Council finds that approval of the Agreement will further the
10 longstanding City-District partnership, preserve community recreational capacity, promote
11 efficient use of existing public resources, and provide a coordinated framework for the continued
12 operation of the Park and development of Phase II; now therefore

13
14 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA RATON:
15

16 Section 1. The City Council hereby approves the attached Agreement relating to the
17 ongoing operation and maintenance of Countess de Hoernle Park and the development of Phase
18 II improvements.

19 Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement on
20 behalf of the City.

21 Section 3. If any section, subsection, clause or provision of this resolution is held invalid,
22 the remainder shall not be affected by such invalidity.

23 Section 4. All resolutions or parts of resolutions in conflict herewith shall be and hereby
24 are repealed.

25 Section 5. This resolution shall take effect ten (10) days after adoption.

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PASSED AND ADOPTED by the City Council of the City of Boca Raton this ____ day
of _____, 2026.

CITY OF BOCA RATON, FLORIDA

ATTEST:

Andy Thomson, Mayor

Mary Siddons, City Clerk

MAM

COUNCIL MEMBERS	YES	NO	ABSTAINED
MAYOR ANDY THOMSON			
DEPUTY MAYOR MICHELLE GRAU			
COUNCIL MEMBER YVETTE DRUCKER			
COUNCIL MEMBER JON PEARLMAN			
COUNCIL MEMBER STACY L. SIPPLE			

**AMENDED AND RESTATED INTERLOCAL
AGREEMENT BETWEEN
THE GREATER BOCA RATON BEACH AND PARK
DISTRICT
AND
THE CITY OF BOCA RATON**

THIS Amended and Restated Agreement is made and entered into on this ____ day of _____, 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.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that serve the needs of their constituent communities; and

WHEREAS, in 2011, the District and the City agreed to make the most efficient use of their resources by cooperating in the design, construction, operation and maintenance of athletic facilities at a certain parcel of real property owned by the City and now known as Countess de Hoernle Park (the "Park"), more particularly described in Exhibit A attached hereto; and

WHEREAS, in the intervening years the Park has been expanded and the original property has been significantly improved, with athletic fields, fitness equipment, a toddler playground, picnic areas, walking paths, restroom facilities, and parking; and

WHEREAS, the City and the District agree that all residents of the City and the District

will benefit from the continued development of the parks and recreational properties within their respective boundaries, including Countess de Hoernle Park; and

WHEREAS, the District and the City desire to reaffirm and build on their long-standing cooperative agreement in order to renovate, modernize, and enhance the Park's current facilities to better serve their respective constituents; and

WHEREAS, the District and the City desire to establish their respective roles in the planning, development, design, and construction in this second phase of improvements ("Project") at the Park to facilitate the most efficient use of their respective resources; and

WHEREAS, the District and the City also desire to reaffirm their respective roles in the operation and maintenance of the Park to make the most efficient use of their respective resources and preserve their respective investments.

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. The Agreement is for a term of thirty (30) years, and will be automatically renewed for an additional ten (10) year period unless either party notifies the other in advance of the upcoming fiscal year but no later than by April 1 of the then current fiscal year.
3. Definitions. For this Agreement, the following terms shall be used:
 - a. "Facilities" shall mean the capital improvements made to the Park, as defined in Exhibit A, and including all buildings, parking lots, recreational structures

and installed physical infrastructure both above and below ground. This term shall include the capital improvements already made to the Park during Phase I, as defined below, and the capital improvements that are made during Phase II, as defined below.

- b. "Maintenance" shall be defined as the activities, based on policies and procedures, which provide acceptable standards of appearance and safety for the Park and its Facilities.
- c. "Operations" shall be defined as the activities, based on policies, procedures, and ordinances, involved in operating the Park and Facilities. Operations shall include control over the scheduling of events and activities at the Park. The provision of park ranger security for the Park and the Facilities shall be included as an operational activity, and the cost of providing such security shall be included in the operations expenses to be borne by the District.
- d. "Phase I" shall mean the improvements to the Park that were completed before this Amended and Restated Agreement was executed and includes the athletic fields, fitness equipment, a toddler playground, picnic areas, walking paths, utilities infrastructure, restroom facilities, and parking lots that have already been constructed.
- e. "Phase II" shall mean the new capital improvements made as part of the Project, as defined above, and will include, but not limited to, small restrooms, additional athletic rectangle fields, and sidewalks, as shown in the concept design attached hereto as Exhibit B. Neither Phase II nor the Project shall be

understood to include the maintenance facility adjacent to the property.

4. THE PROJECT.

- a. Description. The Project consists of planning and constructing new Facilities at the Park, including new and expanded parking lots, design and construction of new sports fields, restrooms, and site connectivity.
- b. Components. The Project components include planning, development, design, and construction of the new Facilities.
- c. Limitation. Any improvements outside of the new sports fields and supporting infrastructure listed above are not included in the Project, including any off-site roadway expansion or sidewalk extension, except that the allocation of responsibility for costs associated with off-site improvements necessary to serve the Phase II Facilities shall be governed by Section 5(b)(4) herein. If the mutually approved plans incorporate a vehicular connection and associated traffic enhancements to Banyan Trail, the City and District will negotiate a cost-sharing agreement and establish responsibilities for project implementation.
- d. Concept Plans. The District shall provide a concept plan to the City within six (6) months of the effective date of the Agreement. The City shall review the concept plan and provide comment within 30 days of receipt of the plan. The District shall consider such comments in good faith but final design decisions shall remain subject to Section 5(b)(1).

5. Project Obligations

- a. Notwithstanding the obligations of each party identified below, the District and City shall use good faith efforts to reach mutual agreement on facility design as

well as materials and equipment to be used as part of the Project. Such coordination shall include project specifications and any substitutions or changes that impact capital and maintenance costs or operational considerations.

- b. District Obligations: The District shall have overall managerial and decision-making responsibility for the Project, including the following obligations:

1) Construction Agreement. The District will retain overall managerial responsibility for and have final approval of the Project plans with respect to consistency with the approved Project budget, funding availability, and the objectives of the Project. Prior to issuing a bid solicitation for any construction agreement that is part of the Project, the District shall make available to the City a copy of the bid specifications and provide the City with at least fourteen (14) days to make comments and propose changes, however the City's written approval to proceed may not be unreasonably withheld, conditioned or delayed. In its review, the City may consider factors including, without limitation, operational functionality, maintainability, reliability, durability, public safety, compatibility with existing systems and operations, and anticipated operating and maintenance costs. In recognition of the City's ownership of the improvements and responsibility for their long-term operation and maintenance, the District shall give substantial consideration to the City's recommendations and shall incorporate reasonable modifications that materially improve long-term performance or reduce life-cycle costs, provided such modifications do not materially increase the

approved Project budget or materially and adversely affect the Project's intended scope or schedule. Notwithstanding any Project budget, scope, or schedule limitations otherwise applicable to City-requested modifications under this Agreement, the City may require and the District shall perform or allow such modifications reasonably necessary to address public health, safety, or welfare concerns, regulatory compliance, or correct a condition that would prevent the City from lawfully or safely operating the Facilities. The parties shall cooperate in good faith to minimize any resulting impact on the Project budget, scope, and schedule. Once the District and the City have agreed to any changes to the solicitation, the District will issue the solicitation and be solely responsible for the management of the procurement process, the selection of a Contractor and project construction. The District shall make available to the City the Construction Agreement for the Project between the District and its construction contractor, and all other contracts associated with the Project. The District shall make available to the City all modifications or amendments to said contract(s) as they arise.

2) Schedule. The District shall establish the schedule for implementing the various Project development tasks. The District shall make the Project schedule available to the City before construction is initiated.

3) Permits. The District shall prepare and submit in a timely manner any and all applications for Local, State, and Federal permits required for the Project, and shall be responsible for all costs, expenses, and fees in connection therewith. The District shall provide a copy of all permits associated with the Project to the City.

4) Expenses. The District shall pay all costs and expenses associated with the Project and through completion of construction of the Phase II Facilities, including utility connections and other improvements reasonably necessary to serve or make the Phase II Facilities operational, whether located within or outside the boundaries of the Park property. The District shall also be responsible for the costs of improvements, mitigation, remediation, or corrective work reasonably necessary to address off-site impacts directly resulting from the design or construction of the Project. The District shall not be responsible for off-site infrastructure improvements that are not necessary to serve the Phase II Facilities. Costs associated with vehicular connection and related traffic improvement to Banyan Trail will be allocated as provided in Section 4(c).

c. City Obligations:

1) Maintenance. Upon completion of the construction of each new Facility, the City shall maintain it, as it does the other Facilities in the Park, in accordance with the provisions contained in this Agreement.

2) Operation. The City shall operate available and completed Facilities in accordance with the provisions contained in this Agreement.

6. Future Improvements. The District and the City agree that in addition to the construction of the Project components and elements set forth above, there may be future infrastructure and other capital improvements which will serve the Park. Any such future recreational capital improvements shall be subject to a subsequent amendment to this Agreement agreed to by both the District and the City.

7. Facilities Maintenance. The District shall assume the full and complete financial responsibility for payment of all maintenance costs and expenses of the Facilities, including the cost of capital replacement and repairs of the Facilities.
8. Facilities Operations. The District shall assume the full and complete financial responsibility for payment of all operation costs and expenses of the Facilities and Park.
9. Maintenance and Operation Expense Procedure. The City will make available all necessary personnel and equipment which may be required for the complete operation and maintenance of the Facilities. The following conditions and procedures regarding operation and maintenance of the Facilities shall apply:
 - a. The City shall provide to the District an estimate of expenses for the operation and maintenance of the Facilities by June 1 each year.
 - b. The District shall authorize the City to perform operation and maintenance services for the District at the Park based upon the estimate provided by the City. The District shall reimburse the City for its operation and maintenance expenses on an actual cost basis, including labor, materials and equipment and any and all costs and expenses reasonably included in the maintenance of the Facilities. If the City requires increases to the budget during the budget year, such increases shall be reimbursed to the City only upon written approval of the District. If the District chooses to increase the budget by adding or increasing services or activities during the budget year, it shall notify the City in writing, the City and the District will agree on the cost for such additional services that will be reimbursed by the District, and the City shall begin such increased or new services or activities as soon as practicable. Notwithstanding the foregoing, prior District approval shall not be

required for, and the District shall reimburse the City for, expenditures reasonably necessary to address an emergency, protect public health or safety, comply with applicable law, respond to casualty or unforeseen conditions, prevent material deterioration of the Park or Facilities, or prevent a material interruption in the operation of the Park or Facilities. The City shall notify the District of such expenditures as soon as reasonably practicable.

- c. The District shall, upon receipt from the City of monthly invoices for said operation and maintenance, make prompt payment to the City within sixty (60) days after receipt of said invoice.
- d. The City agrees that all revenues from user fees generated from the Park will be used to reduce the costs of operation and maintenance and such revenue deductions will be clearly identified and reflected in invoices the City provides to the District.
- e. The City agrees that the District, at District's expense, may perform an audit of the City's records to verify the actual costs and expenses incurred by the City in the operation, and maintenance of the Facilities.

10. THIRD PARTY MAINTENANCE. The District and the City agree that there may exist an economic benefit to the District through the privatization of the maintenance services so as to be performed by third parties, and not by the City. If the City and the District mutually agree that maintenance services may be obtained at the same level of service as would otherwise be provided by the City for a cost which is less than such cost as estimated by the City to perform the same service, then the City may seek public bids from third party private contractors to perform said maintenance services. Upon receipt of said bids, such proposals from the third-party private contractors shall be evaluated by the City and the

District, and upon agreement by the City and the District as to the selection of the contractor, the City may contract directly with said third party private contractor for maintenance services at the Project. The District shall reimburse to the City the annual cost of third-party maintenance based upon monthly invoices submitted by the City to the District. The District shall remit the amount due to the City within sixty (60) days after receipt of the invoice. The City shall be responsible for the administration of any and all contracts between the City and the contractors for maintenance services, and the District agrees that the City shall be responsible for the general oversight of the services being performed by the third-party private contractors to ensure that said services meet the quality and level of service intended to be accomplished. All expenses incurred by the City in the oversight of third-party private contractors shall be included in the operation and maintenance expense of the City, including, without limitation, any and all costs arising out of or in connection with the award, administration, or enforcement of such contracts, including attorney's fees, costs, and awards and judgments. The District shall reimburse the City for such costs and expenses that were included in the budget the City provided to the District or that are otherwise reasonably incurred by the City in connection with the maintenance services or the award, administration, or enforcement of such contracts related thereto. To the extent the City actually receives payment from a third party of attorneys' fees or costs previously reimbursed by the District under this Section, the City shall reimburse the District only for the amount actually received that is attributable to the same attorneys' fees or costs previously reimbursed by the District, after deduction of any related attorneys' fees, costs, or expenses incurred by the City and not previously reimbursed by

the District. In no event shall the amount reimbursed to the District exceed the amount previously paid by the District for the same attorneys' fees or costs.

11. CONDITION OF FACILITIES. If the District determines, in its reasonable discretion, that the conditions of the Park or Facilities do not meet the standards of comparable parks and facilities within the District, the District shall submit to the City a written list of maintenance items or conditions requiring remedy. Upon receipt thereof, the City shall review such items and in its reasonable discretion, shall either (i) address such items within a reasonable period of time, or (ii) confer with the District regarding the appropriate correction actions, if any, to be undertaken. Nothing herein shall be construed to permit the District to direct the manner, means, timing, or scope of maintenance activities, all of which remain within the City's reasonable discretion, subject to budget approval requirements set forth herein. Prior to undertaking any capital improvements at the Park or Facilities, the City shall communicate with the District regarding the proposed improvements and a reasonable opportunity to provide its comments or recommendations to the City; provided however that the City shall retain final decision making authority with respect to such improvements.

12. OPERATION.

- a. Administration. Operation shall include all elements of the administration of the Facilities, including but not limited to providing operational personnel, management and management personnel, accounting, administrative support, insurance, supplies, and equipment.
- b. Scheduling and Related Activities. The City shall operate the Facilities, including

control over the scheduling of activities taking place at the Park. All expenses incurred by the City in the performance of scheduling and related activities shall be included in the annual operation expenses

- c. submitted to the District by the City. The same terms, conditions, policies and procedures used by the City to schedule the athletic facilities at other City-owned parks shall be used when scheduling activities at the Facilities, provided however, that the City shall provide the same benefits and level of service to District residents that it provides to City residents in its performance of any scheduling activity for the Facilities during the term of this Agreement.
- d. User Fees. User fees for the Facilities shall be the user fees adopted by the City. All revenue collected by the City from fees charged by the City to users of the recreational amenities of the Park shall be used by the City for the maintenance and operation of this Park. These revenues from user fees shall be reflected in the City's invoices to the District. The City shall provide notice to District of recommended user fee changes prior to adoption by City Council.

13. NO DELEGATION OF DUTIES OR ASSIGNMENT OF RIGHTS.

Neither Party may assign this Agreement in whole or in part or delegate any duties hereunder without prior written consent of the other Party.

14. PARTY REPRESENTATIVES.

- a. The City's representative during the term of this Agreement shall be the City Manager, whose telephone number is (561) 393-7703.
- b. The District's representative during the term of this Agreement shall be the Executive Director, whose telephone number is (561) 417-4599.

15. DEFAULT AND TERMINATION.

The parties hereto expressly covenant and agree that if either party is in default of its obligation herein, the party not in default shall provide to the party in default one hundred eighty (180) days' written notice to cure said default, or such additional time as necessary based upon the nature of the default before exercising any of its rights as provided for in this Agreement; provided however, that with respect to monetary default, that the notice to cure shall only provide for a thirty (30) day time period to cure. If the defaulting party fails to cure the default, as provided above, the non-defaulting party may terminate this Agreement for cause, after giving the defaulting party seven (7) days' written notice of the intent to terminate. Upon notice of termination, the District shall continue to pay all expenses, as delineated in this Agreement, through the date of termination, and thereafter have no further responsibility for such expenses; provided however any and all expenses due hereunder through date of termination shall remain due and payable.

16. TERMINATION FOR CONVENIENCE. This Agreement may be terminated for convenience by either Party at the end of the then current fiscal year, which ends on September 30, provided the terminating party provides written notice of such termination on or before April 1 prior to the termination. Termination by the District will not relieve the District of any payment or reimbursement obligation accrued prior to termination or any obligation identified in this Agreement that survives termination. The Parties shall, prior to the effective date of termination, negotiate in good faith to enter into a written transition agreement to address allocation of responsibilities for continued operation, maintenance, repair, replacement, and insurance of Facilities constructed or otherwise improved under this Agreement. If a transition agreement has not been executed by the

effective date of termination, all respective responsibilities of the Parties for operation, maintenance, repair, replacement, insurance, and associated expenses shall survive termination and continue in accordance with this Agreement until a transition agreement is executed or the parties otherwise the Parties otherwise agree in writing.

17. DELEGATION. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or City officers.
18. FILING. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in Palm Beach County by the District.
19. INDEMNIFICATION. Each Party shall be responsible for its own negligent or wrongful acts or omissions and those of its officers, employees, and agents in connection with the performance of this Agreement to the extent liability for such acts or omissions is imposed upon that Party by applicable law. Nothing contained in this Agreement shall be construed as an agreement by either Party to defend, indemnify, or assume liability for the acts or omissions of the other Party, as a waiver of sovereign immunity or any limitation of liability provided under Section 768.28, Florida Statutes, or other applicable law, or to create or extend liability beyond that provided by applicable law. This Section shall survive termination or expiration of this Agreement with respect to acts or omissions occurring during the term of the Agreement.
20. INSURANCE.

The District shall ensure that all contractors, subcontractors, architects, engineers, consultants, and other entities performing work in connection with the Project procure and maintain the insurance coverages required by this Section and provide satisfactory evidence of such coverage to the

District and the City.

- a. Commercial General Liability. The District shall require all entities performing work in connection with the Project to procure and maintain occurrence-based Commercial General Liability insurance, including coverage for Premises and Operations, Independent Contractors, Products and Completed Operations, and Contractual Liability. Coverage shall be written on a Primary and Non-Contributory basis with respect to any insurance maintained by the District and the City. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence/\$2,000,000 general aggregate, with the aggregate limit applying on a per project basis (ISO form CG 25 03 or equivalent). The policy shall include Additional Insured endorsements in favor of the District and the City for both ongoing operations (ISO form CG 20 10) and completed operations (ISO form CG 20 37).
- b. Umbrella Liability. The District shall require all entities performing work in connection with the Project to procure and maintain an Umbrella Liability policy in an amount of not less than \$5,000,000 per occurrence and aggregate, written on a true follow form basis over the General Liability, Automobile Liability, and Employers' Liability coverages. Umbrella coverage shall not be written on a "standalone" excess form that excludes core exposures.
- c. Automobile Liability. The District shall require all entities performing work in connection with the Project to procure and maintain Automobile Liability insurance covering all owned, hired, and non-owned vehicles, with a combined single limit of not less than \$1,000,000 per accident. The policy shall include Additional Insured status for the District and the City.

- d. Workers' Compensation and Employers' Liability. The District shall require all entities performing work in connection with the Project to procure and maintain Workers' Compensation insurance as required by applicable federal and state law, together with Employers' Liability coverage with limits of not less than \$1,000,000 each accident / \$1,000,000 disease policy limit / \$1,000,000 disease each employee. All such policies shall include a Waiver of Subrogation in favor of the District and the City.
- e. Professional Liability (Errors and Omissions). Architects, engineers, surveyors, landscape architects, environmental consultants, and any other design professionals performing services in connection with the Project shall maintain Professional Liability (Errors and Omissions) insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, or such greater limits as may be required by the District. Such coverage shall remain in force for a period of not less than three (3) years following completion of the Project. The policy may be written on a claims-made basis, provided that the retroactive date precedes the commencement of services performed in connection with the Project and that continuous coverage is maintained throughout the required reporting period.
- f. Pollution Liability. Contractors, subcontractors, consultants, or other entities performing work involving excavation, demolition, underground utilities, hazardous materials, fuel storage, soil disturbance, stormwater systems, or other activities presenting an environmental exposure shall maintain Contractors' Pollution Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include, at a minimum,

bodily injury, property damage, environmental remediation expenses, transportation-related pollution conditions, and defense costs arising from pollution incidents associated with the Project. The District and the City shall be included as additional insureds where such status is commercially available.

- g. **Builder's Risk Coverage.** Before commencing construction activities, the District shall require the contractor to procure and maintain Builders' Risk insurance covering the full replacement value of the Project. Coverage shall be written on a completed-value basis and shall include protection against direct physical loss or damage, including losses resulting from fire, windstorm, theft, vandalism, flood (where commercially available), and other perils customarily insured against for projects of a similar nature and scope. Coverage shall remain in effect until final completion of the Project, acceptance by the parties, or occupancy of the facilities, whichever occurs later. The District and the City shall be included as loss payees, as their interests may appear.
- h. **Other Endorsements.** Waiver of Subrogation endorsements (ISO CG 24 04 or equivalent) shall apply to the General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation policies. All policies shall provide that coverage will not be canceled, materially modified, or allowed to lapse without at least thirty (30) days' prior written notice to the District and the City.
- i. **Indemnification by Contractor(s)/Subcontractor(s) or Other Entities Performing Work.** Each contractor/subcontractor or other entity performing work in connection with the Project shall indemnify, defend, and hold harmless the City and their respective elected officials, officers, employees and agents from and against any third party claims, damages, liabilities, losses, costs, and

expenses, including reasonable attorneys' fees, to the extent caused by the negligent or wrongful acts or omissions of such contractor/subcontractor in connection with the Project. The District shall require such indemnification obligations to be applicable in all contracts and subcontracts and to survive completion of the applicable work.

- j. Post-Completion Coverage. Upon completion of the Project, the City shall maintain the insurance coverages set forth in this Section for the Facilities. The costs of such insurance shall be included in the City's annual operating budget request to the District for reimbursement, in accordance with the provisions of this Agreement regarding operation and maintenance expenses.

- 21. ETHICS. The District and the City agree that their employees and officers are governed by the Florida Code of Ethics for Public Officers and Employees. The District is not covered by the Palm Beach County Code of Ethics, nor is the District within the jurisdiction of the Palm Beach County Commission on Ethics or the Palm Beach County Office of Inspector General. The District agrees to cooperate in any inquiry by the Palm Beach County Office of Inspector General into conduct of City officers and City employees, to the degree that it is able. Nothing in this Agreement shall be construed as the District's consent to submit to the jurisdiction of the Palm Beach County Commission on Ethics or to the regulation or policies of the Palm Beach County Office of the Inspector General.
- 22. EQUAL OPPORTUNITY. The District and the City agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, 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 the Agreement.

23. SEVERABILITY. If 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.
24. 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.
25. ENTIRETY OF AGREEMENT. The City and District agree that this Agreement, together with any 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. This Agreement amends, restates, and supersedes in its entirety the Interlocal Agreement between the Parties dated May 3, 2011. Notwithstanding the foregoing, nothing herein shall extinguish or impair any payment obligation, liability, claim, cause of action, or other right arising from any act, omission, event, or obligation occurring under the prior agreement before the Effective Date of this Agreement.
26. 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.

IN WITNESS WHEREOF, the City of Boca Raton has caused this Agreement to be signed by its Mayor and the seal of the City to be affixed hereto and attested by the City Clerk, and the Greater Boca Raton Beach and Park District has caused this Agreement to be signed in its corporate name by its Chair and attested by its Vice Chair, and this Agreement shall be effective ten (10) days following approval by the City Council.

ATTEST:

CITY OF BOCA RATON, FLORIDA

City Clerk

Andy Thomson, Mayor

APPROVED AS TO LEGAL FORM:

Digitally signed by
Maya Moore
Date: 2026.09.14
17:43:00 -04'00'
Maya Moore _____ for
Joshua P. Koehler, City Attorney

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

Erin Wright, Vice Chair

Robert Rollins, Chair

APPROVED AS TO LEGAL FORM:

District Counsel's Office

Countess de Hoernle Park Phase II

Exhibit A

The attached Exhibit A is presented to show the existing site for phase II and what was constructed in phase I, including fields, parking, restroom buildings, walking trails and playground.

Exhibit A



Exhibit A

Countess de Hoernle Park
Phase I & Phase II Existing Conditions

Exhibit B

Countess de Hoernle Park Phase II Conceptual Plan

Exhibit B illustrates the anticipated developments for Phase II of Countess de Hoernle Park.

Planned Improvements

- Additional soccer/football fields
- Expanded parking facilities
- Restroom amenities
- Playground area

Conceptual Nature of Plan

It is important to note that Exhibit B serves as a conceptual plan and does not represent a finalized design for the improvements in Phase II.

