

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2025 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Parks and Recreation
Submitted By: Parks and Recreation Department
Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Third Amendment to the Interlocal Agreement with the City of Riviera Beach (City), originally executed on July 15, 1997 (R-97-877D), as amended by R-2000-0865 and R-2003-0209, to allow relocation of the Riviera Beach Aquatic Complex from the Barracuda Bay site to either the Wells Recreation Complex, located at 600 West Blue Heron Boulevard, or the Dan Calloway Recreation Complex, located at 1420 West 10th Street.

Summary: The City is requesting approval of a Third Amendment to the Interlocal Agreement with Palm Beach County for the Riviera Beach Aquatic Complex (Agreement). The Agreement, approved on July 15, 1997 (R-97-877D), allocated \$1,500,000 from the 1995 \$25.3 Million Parks and Recreation Facility Revenue Bond for the construction of the City's aquatic facility. The Agreement was previously amended in 2000 (R-2000-0865) to relocate the project and extend the project completion deadline. The Second Amendment in 2003 (R-2003-0209) further extended the project completion deadline. This Third Amendment authorizes the relocation of the Riviera Beach Aquatic Complex from the Barracuda Bay site to either the Wells Recreation Complex or the Dan Calloway Recreation Complex to accommodate construction of the new Riviera Beach Police Headquarters. It also pauses the City's remaining 30 year operational commitment during the closure and resumes the term once the new aquatic facility reopens to the public. District 7 (AH)

Background and Justification: On July 15, 1997, the Board of County Commissioners (BCC) approved an Interlocal Agreement (R-97-877D) with the City allocating \$1,500,000 from the 1995 \$25.3 Million Parks and Recreation Facility Revenue Bond for the design and construction of the Riviera Beach Aquatic Complex. The Agreement required the City to complete the project by July 14, 2000. Due to a change in the project location from Avenue J to Martin Luther King Jr. Park, which provided greater visibility and accessibility from Blue Heron Boulevard, the City experienced delays in design and construction. The First Amendment to the Interlocal Agreement (R-2000-0865), approved on June 20, 2000, extended the project completion deadline to July 14, 2002. The Second Amendment (R-2003-0209), approved on February 4, 2003, further extended the completion date to July 14, 2003, and provided time for the City to finalize documentation necessary for reimbursement in accordance with the terms of the Agreement.

The City has now requested a Third Amendment to the Interlocal Agreement to allow the relocation of the Riviera Beach Aquatic Complex from the Barracuda Bay site to either the Wells Recreation Complex, located at 600 West Blue Heron Boulevard, or the Dan Calloway Recreation Complex, located at 1420 West 10th Street. The relocation is necessary to accommodate the construction of the new Riviera Beach Police Headquarters at the Barracuda Bay site. Under the terms of the Third Amendment, the City's 30 year operation requirement is temporarily stayed while the existing facility is closed and will resume when the new public aquatic facility opens to the general public. The City must initiate design of the new aquatic facility within one (1) year of execution of the Amendment and open the new facility within four years. The Third Amendment to the Agreement has been executed by the City and is being submitted for BCC approval.

Attachment:
1. Third Amendment to Agreement

Recommended by:  11/16/2025
Department Director Date
Approved by:  11/18/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	_____	No	_____	X
Does this item include use of Federal Funds?	Yes	_____	No	_____	X
Does this item include use of State Funds?	Yes	_____	No	_____	X

Budget Account No.: Fund _____ Department _____ Unit _____
Object _____/Revenue Source _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

ASB:UC 11/10/25
OFMB

OPA 147
11/11/10

Brundage 11/17/25
Contract Development & Control

26, 11/17/25

11-17-25 TW

B. Legal Sufficiency:

Anne Delgant 11-18-25
Assistant County Attorney

C. Other Departmental Review:

Department Director

This summary is not to be used as a basis for payment

**THIRD AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF RIVIERA BEACH**

THIS THIRD AMENDMENT is entered into on December 2, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as "RIVIERA BEACH".

WHEREAS, on July 15, 1997, COUNTY entered into an Agreement with RIVIERA BEACH (R-97- 877-D), to provide funding of up to \$1,500,000 for design and construction of the Riviera Beach Aquatic Complex ("Project") to be completed on or before July 14, 2003; and

WHEREAS, on June 20, 2000 the parties entered into a First Amendment, which allowed for changes in the project site and increased the project time frame by 24 months to allow RIVIERA BEACH the time needed to construct the pool; and

WHEREAS, On February 4, 2003, the parties entered into a Second Amendment, which allowed for changes in the project completion date, extending the project time frame by 12 months until July 14, 2003 to allow RIVIERA BEACH the time needed to finish construction of the pool; and

WHEREAS, RIVIERA BEACH is required to operate and maintain the Project for the intended use by the general public for a term of thirty (30) years until July 15, 2027; and

WHEREAS, RIVIERA BEACH has requested to relocate the Project to either Wells Recreation Complex (600 West Blue Heron Blvd.) or Dan Calloway Recreation Complex (1420 West 10th St.); and

WHEREAS, COUNTY desires to allow for relocation of said Project, which will benefit all citizens of Palm Beach County: provided the term of the Agreement is temporarily stayed when the Project closes and resume when the Project re-opens to the general public, to complete the remainder of the thirty (30) year term; and

WHEREAS, the parties desire to enter into this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and RIVIERA BEACH hereby agree as follows:

1. Exhibit B, Legal Description, as amended by the First Amendment, shall be further amended by deleting the amended "Exhibit B" and replacing it with the relocation addresses as listed above.
2. Section 5.02 of the Agreement shall be stayed on December 2, 2025 until the new public aquatic facility opens at the location described. Once the public aquatic facility opens to the general public, the term shall restart and RIVIERA BEACH shall keep the

public aquatic facility open to the general public for the remainder of the term, which is 30 years.

3. RIVIERA BEACH shall initiate design of the new aquatic facility within 1 year of the date of execution of this Amendment, and open the new public aquatic facility within 4 years of the date of execution of this Amendment. Failure of the new public aquatic facility not opening by December 2, 2029 shall result in RIVIERA BEACH being required to repay the COUNTY the amount COUNTY paid to RIVIERA BEACH under the Agreement, which is \$1,500,000.00 by March 2, 2030.
4. Except as provided herein, each and every other term of the Agreement, as amended, shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

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IN WITNESS WHEREOF, the parties by and through their duly authorized agents have executed this Third Amendment on the day written below.

ATTEST:

CLERK OF CIRCUIT COURT
AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Anne Kilgus
Senior Assistant County Attorney

By: Quinn E. Cuijler
Director of Parks & Recreation

ATTEST:

CITY of RIVIERA BEACH

By: Dulcie Hall
City Clerk

By: Laurel Lumsden
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney