

**AMENDMENT NO. 3 TO THE MANAGEMENT AGREEMENT  
BETWEEN THE CITY OF DELRAY BEACH  
AND OLD SCHOOL SQUARE, INC.**

**THIS AMENDMENT** of the original Agreement of August 7, 1990, amended September 16, 1992 and July 19, 1996, between **OLD SCHOOL SQUARE, INC.** (OLD SCHOOL) and the **CITY OF DELRAY BEACH, FLORIDA** (CITY) is entered into as of this 2<sup>nd</sup> day of January, 2003.

**WHEREAS**, the original Agreement between the parties of August 7, 1990, amended September 6, 1992 and July 19, 1996 provides that **OLD SCHOOL** shall serve as project administrator for the purposes of facility management and programming; and

**WHEREAS**, **OLD SCHOOL** and **CITY** wish to redefine maintenance responsibilities as set forth in Paragraph 11, "Grounds and Building Operations" and to accommodate the construction of improvements as identified in the areas shaded in Exhibit A.

**WHEREAS**, after the construction is complete and in consideration of the maintenance responsibilities of the **CITY** and other promises and consideration, the buildings and structures shall be owned by the **CITY**.

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

1. The recitations set forth above are true and correct and are incorporated herein by reference.
2. Paragraph 11, "Grounds and Building Operations" is hereby amended as follows:

11. **Grounds and Building Operations.** **OLD SCHOOL** shall perform its portion of grounds and building operations to the extent set forth in the lease. Pursuant to the Lease, **OLD SCHOOL** shall be responsible for interior maintenance, repair and replacement and all other aspects of property management and maintenance except that the **CITY** shall be responsible for the exterior walls, roofs, parking lot, exterior landscaping, irrigation, lighting (including fountain), walkways, heating and air conditioning equipment (climate control), and exterior signage provided, however, as to the improvements to be placed in the shaded areas shown on Exhibit A hereto, **OLD SCHOOL** shall provide and maintain the bandshell lighting, sound system, and other specialized equipment. It is explicitly agreed that among other things, that the duty of **OLD SCHOOL** shall include furnishing all necessary janitorial and cleaning services, pest control services, care and maintenance of the structures located on the property, any interior renovation or redecoration not involving major structural changes, and that **OLD SCHOOL** shall pay all charges for telephone, water, sewer, gas, electricity and any and all other such utilities as may be used in connection with the property, including utilities necessary for the operation of exterior lighting. In addition, **OLD SCHOOL**, pursuant to the Lease, shall pay any ad valorem taxes imposed upon the property and improvements located thereon during the term of the Lease. **OLD SCHOOL** shall pay any taxes for personal property improvements owned by **OLD SCHOOL**. The **CITY'S** maintenance responsibility shall be for the maintenance and upkeep of the exterior of the buildings, including the roof, the grounds of the cultural center, irrigation system, grounds walkways, air conditioning and heating systems, and all exterior lighting (except as set forth

above) and signs. **OLD SCHOOL** shall be responsible for all interior maintenance, including janitorial service and annual termite protection of the buildings.

3. **OLD SCHOOL** shall be responsible for the construction of improvements shown in the shaded areas on Exhibit A.

4. All other terms and conditions of the Management Agreement and Resolution referred to above as amended previously remain unchanged and are not superseded unless such terms and conditions are expressly altered by this Addendum.

5. As of the date of this Amendment, the entire integrated Agreement consists of the resolution adopted by the City Commission on September 13, 1988, the Management Agreement dated August 7, 1990, amended September 16, 1992 and July 19, 1996 and this Amendment.

**IN WITNESS WHEREOF**, the **CITY** and **OLD SCHOOL** have executed this Amendment No. 3 as of the day and year first above written.

ATTEST:

Barbara Gauto  
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: David W. Schmidt  
David W. Schmidt, Mayor

Approved as to Form:

Sam R. [Signature]  
City Attorney

WITNESSES:

Melissa L. Carter  
Print Name: Melissa L. Carter

Brian K. Reed  
Print Name: Brian K. Reed

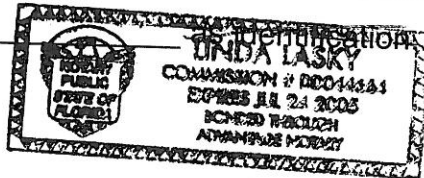
OLD SCHOOL SQUARE, INC.

By: Wilbur W. Gillie Jr.  
Print Name: Wilbur W. Gillie Jr.  
Title: Executive Director

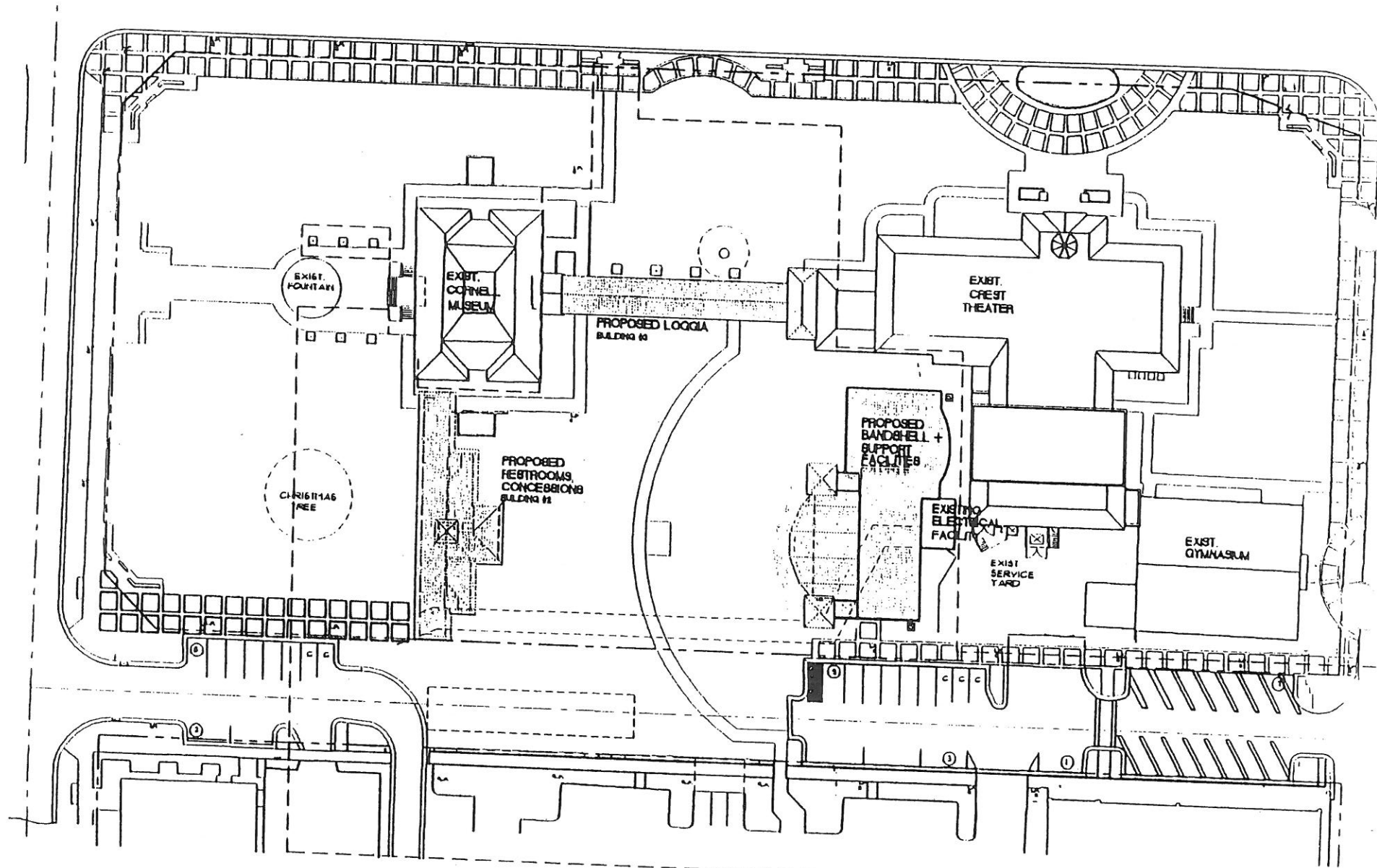
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of January, 2002, by William Jellis (name of officer or agent, title of officer or agent) of Old School Squares (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me. ~~or has produced~~



Linda Lasky  
Signature of Notary Public - State  
of Florida



 N SITE PLAN  
SCALE 1" = 30'-0"