

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2023	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

- A) Second Amendment to Interlocal Agreement with Town of Juno Beach dated February 13, 2023 to extend the term of the Agreement for acceptance of Town referred individuals into the Homeless Resource Center (HRC) beginning from March 28, 2023 through March 27, 2028;
- B) Second Amendment to Interlocal Agreement with City of Riviera Beach dated February 13, 2023 to extend the term of the Agreement for acceptance of City referred individuals into the Homeless Resource Center (HRC) beginning retroactively from August 30, 2022 through August 29, 2027;
- C) Second Amendment to Interlocal Agreement with Town of Jupiter Inlet Colony dated February 13, 2023 to extend the term of the Agreement for acceptance of Town referred individuals into the Homeless Resource Center (HRC) beginning retroactively from May 21, 2022 through May 20, 2027;
- D) Second Amendment to Interlocal Agreement with City of West Palm Beach dated February 13, 2023 to extend the term of the Agreement for acceptance of City referred individuals into the Homeless Resource Center (HRC) beginning retroactively from May 22, 2022 through May 21, 2027; and
- E) Second Amendment to Interlocal Agreement with City of Belle Glade dated February 13, 2023 to extend the term of the Agreement for acceptance of City referred individuals into the Homeless Resource Center (HRC) beginning retroactively from July 11, 2022 through July 10, 2027.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached interlocal agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or designee, which in this case was the Director of Facilities Development and Operations (FDO). The Standard Interlocal Agreement was approved by the Board on December 20, 2011 with Agenda Item 3H-7. These executed documents are now being submitted to the Board to receive and file. **(FDO Admin) Countywide (MWJ)**

Background & Justification: The delegation of authority which provided authority for the County Administrator or designee to execute standard interlocal agreements was designed to expedite and streamline the process by which municipalities refer homeless individuals to the Homeless Resource Center through their law enforcement services provider.

- Attachments:**
1. Second Amendment to Interlocal Agreement with Town of Juno Beach
 2. Second Amendment to Interlocal Agreement with City of Riviera Beach
 3. Second Amendment to Interlocal Agreement with Town of Jupiter Inlet Colony
 4. Second Amendment to Interlocal Agreement with City of West Palm Beach
 5. Second Amendment to Interlocal Agreement with City of Belle Glade

Recommended By: *Maria C. Lopez-Cellos* 4/18/23
Department Director Date

Approved By: *JCBaker* 5/8/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0.00*</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No:
 Fund _____ Dept _____ Unit _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

* There is no fiscal impact associated with this agenda item

C. Departmental Fiscal Review: Robert Eric McCallan

HBBM

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Laura M. ... 4/24/23
 OFMB # 4124
ESW 4/24/23

J. S. Jacobson 5/11/23
 Contract Development and Control
Tomb 4/28/23

B. Legal Sufficiency:

[Signature] 5/4/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS SECOND AMENDMENT to the Interlocal Agreement dated March 28, 2013, as amended by R2018-0114 (collectively the "Agreement"), is made as of February 13, 2023, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Town of Juno Beach, a municipal corporation of the State of Florida ("Town").

WHEREAS, the Agreement provides the protocol by which the Town refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the Town have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Town agree as follows:

1. The parties agree to exercise the second of the three (3) five (5) year renewal options. The term of the Agreement is renewed beginning on March 28, 2023, and continuing through March 27, 2028.

2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Town.

3. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 18: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Town warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated

equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

4. The Agreement is hereby modified to add the following:

SECTION 19: ASSIGNMENT

Town may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 22: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.


5. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Town and County.

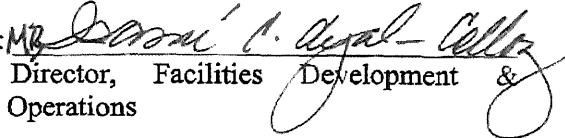
THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.


ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: 
FDO Fiscal Officer

By: 
Director, Facilities Development & Operations

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

Digitally signed by Michael W. Jones
DN: c=org, DC=pbcgov, OU=Enterprise
Users, OU=ATT, OU=Users, CN=Michael W.
Jones, E=MJones@pbcgov.org
Reason: I am the author of this document
Date: 2023.02.06 12:52:00-05'00'

ATTEST:


TOWN OF JUNO BEACH, a municipal corporation of the State of Florida

TOWN CLERK

By: 
Caitlin Copeland-Rodriguez, Town Clerk

By: 
DD Halpern, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Town Attorney

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS SECOND AMENDMENT to the Interlocal Agreement dated August 31, 2012, as amended by R2018-0115 (collectively referred to herein as the "Agreement"), is made as of February 13, 2023, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Riviera Beach, a municipal corporation of the State of Florida ("City")

WHEREAS, the Agreement provides the protocol by which the City refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the City have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and City agree as follows:

1. The parties agree to exercise the second of the three (3) five (5) year renewal options. The term of the Agreement is renewed retroactively beginning on August 30, 2022 and continuing through August 29, 2027.

2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or City.

3. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 18: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the

Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

4. The Agreement is hereby modified to add the following:

SECTION 19: ASSIGNMENT

City may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 22: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

5. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and County.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

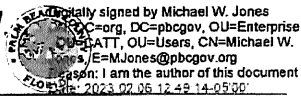
PALM BEACH COUNTY, a political subdivision of the State of Florida

By: [Signature]
FDO Fiscal Officer

By: [Signature]
Isami Ayala-Collazo, Director
Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

By: Michael W. Jones
County Attorney



CITY OF RIVIERA BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

By: [Signature]
Jonathan E. Evans, City Manager

APPROVED AS TO LEGAL SUFFICIENCY

By: [Signature]
City Attorney

Town of Jupiter Inlet Colony/ Second Amendment

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS SECOND AMENDMENT to the Interlocal Agreement dated May 22, 2012, as amended by R2018-0388 (collectively referred to herein as the "Agreement"), is made as of February 13, 2023, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Town of Jupiter Inlet Colony, a municipal corporation of the State of Florida ("Town").

WHEREAS, the Agreement provides the protocol by which the Town refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the Town have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Town agree as follows:

1. The parties agree to exercise the second of the three (3) five (5) year renewal options. The term of the Agreement is renewed beginning on May 21, 2022 and continuing through May 20, 2027.

2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Town.

3. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 18: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Town warrants and represents that throughout the term of

the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

4. The Agreement is hereby modified to add the following:

SECTION 19: ASSIGNMENT

Town may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 22: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

5. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Town and County.

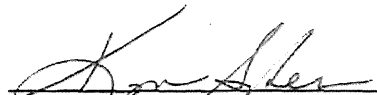
THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

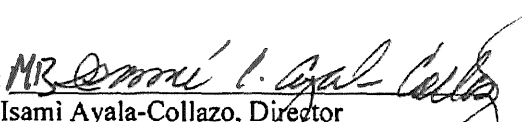
Town of Jupiter Inlet Colony/ Second Amendment

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

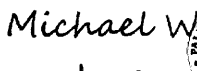
ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: 
FDO Fiscal Officer

By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
County Attorney

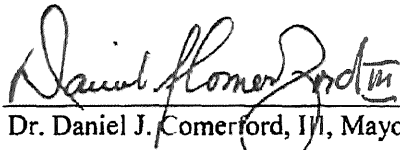
Digitally signed by Michael W. Jones
DN: c=org, DC=pbcgov, OU=
Palm Beach County, OU=CATT, OU=Users, CN=
Michael W. Jones, E=MJones@
pbcgov.org
Date: 2020.02.06 12:56:55 -0500

ATTEST:


TOWN CLERK

TOWN OF JUPITER INLET COLONY, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA

By: 
Iveliesse Chico-Randazzo, Town Clerk

By: 
Dr. Daniel J. Comerford, III, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
Town Attorney

Attachment # 4

City of West Palm Beach/ Second Amendment

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to the Interlocal Agreement dated May 22, 2012, as amended by R2018-0117 (collectively referred to herein as the "Agreement"), is made as of February 13, 2023, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of West Palm Beach, a municipal corporation of the State of Florida ("City").

WHEREAS, the Agreement provides the protocol by which the City refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the City have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and City agree as follows:

1. The parties agree to exercise the second of the three (3) five (5) year renewal options. The term of the Agreement is renewed retroactively beginning on May 22, 2022 and continuing through May 21, 2027.

2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or City.

3. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 18: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the

Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

4. The Agreement is hereby modified to add the following:

SECTION 19: ASSIGNMENT

City may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 22: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

5. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and County.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

City of West Palm Beach/ Second Amendment

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

ATTEST:

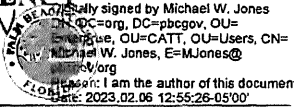
PALM BEACH COUNTY, a political subdivision of the State of Florida

By: [Signature]
FDO Fiscal Officer

By: [Signature]
Isami Ayala-Collazo, Director
Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

By: Michael W. Jones
County Attorney



ATTEST:

CITY CLERK

CITY OF WEST PALM BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

By: [Signature]
City Clerk

By: [Signature]
Keith James, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

By: Samuel A. [Signature]
City Attorney

Attachment # 5

Belle Glade / Second Amendment

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to the Interlocal Agreement dated July 11, 2012, as amended by R2018-0387 (collectively referred to herein as the "Agreement"), is made as of February 13, 2023, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Belle Glade, a municipal corporation of the State of Florida ("City").

WHEREAS, the Agreement provides the protocol by which the City refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the City have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and City agree as follows:

1. The parties agree to exercise the second of the three (3) five (5) year renewal options. The term of the Agreement is renewed retroactively beginning on July 11, 2022 and continuing through July 10, 2027.

2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or City.

3. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 18: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the

Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

4. The Agreement is hereby modified to add the following:

SECTION 19: ASSIGNMENT

City may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 22: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

5. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and County.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Belle Glade / Second Amendment

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

ATTEST:

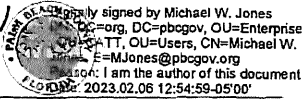
PALM BEACH COUNTY, a political subdivision of the State of Florida

By: [Signature]
PDO Fiscal Officer

By: [Signature]
Isami Ayala-Collazo, Director
Facilities Development & Operations

APPROVED AS TO
LEGAL SUFFICIENCY

By: Michael W. Jones
County Attorney



ATTEST:

CITY CLERK

CITY OF BELLE GLADE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

By: [Signature]
Debra R. Buff, MMC, City Clerk
Jessica Figueroa, CMC, City Clerk

By: [Signature]
Steve B. Wilson, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: [Signature]
City Attorney