

**AMENDMENT TO INTERLOCAL AGREEMENT
DATED MAY 25, 2004 BETWEEN THE VILLAGE OF WELLINGTON AND
PINE TREE WATER CONTROL DISTRICT (PALM BEACH COUNTY)**

This Amendment is made this ____ day of May, 2017 to the Interlocal Agreement Dated May 25, 2004 between the Village of Wellington (“Wellington”), a municipal corporation, and Pine Tree Water Control District (Palm Beach County) (“District” and collectively with Wellington the “Parties”), an independent special district created pursuant to Chapter 298, *Florida Statutes*.

WHEREAS, the Parties entered into an Interlocal Agreement dated May 25, 2004 (the “ILA”) in which Wellington agreed to provide certain general governmental services to the District, including, among other things, maintenance of certain roadways within the lands comprising the District; and

WHEREAS, the Parties anticipated and the ILA contemplated that the District would become a dependent district of Wellington; and

WHEREAS, Chapter 2005-295, Laws of Florida authorized the District to become a dependent district of Wellington; and

WHEREAS, the electors of the District voted in an election held on July 18, 2006 not to become a dependent district of Wellington; and

WHEREAS, on October 26, 2016, in accordance with Section 19 of the ILA, Wellington provided a Notice of Termination of the ILA to the District; and

WHEREAS, the effective date of the termination of the ILA is July 23, 2017; and

WHEREAS, the Parties believe it to be in their mutual interests for Wellington to continue to maintain the roadways within the District through September 30, 2017 to coincide with the fiscal period for gas tax collection,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Wellington agrees to continue to maintain, through September 30, 2017, the following Pine Tree roadways in the same manner and with the same level of service as it has provided under the ILA: Rustic Road, Hollow Tree Lane, Skipiks Way, Cotton Tail Drive, Deer Path Lane and Norris Road.

2. All other general governmental services performed by Wellington in accordance with the ILA, including attendance at District meetings, shall be terminated on July 23, 2017 in accordance with Wellington’s Notice of Termination.

3. The Parties agree to work cooperatively together to accomplish the turnover of general governmental services from Wellington to the District’s management company.

4. The District agrees and acknowledges that the continuation of roadway maintenance by Wellington in no way obligates Wellington to perform any other services for or on behalf of the District and in all other respects, Wellington's Notice of Termination dated October 26, 2016 remains in full force and effect.

5. The District will not now or in the future allege or argue in any proceeding that Wellington's performance of such roadway maintenance operates as a waiver of its Notice of Termination or otherwise revives any other obligation of Wellington under the ILA.

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**PINE TREE WATER CONTROL DISTRICT, by
its District President**

By: _____, President

Print Name: _____

ATTEST:

By _____, Secretary

Print Name: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Jeffrey S. Kurtz, District Attorney

VILLAGE OF WELLINGTON, by its Mayor

By: _____
ANNE GERWIG, Mayor

ATTEST:

By _____
Chevelle Nubin, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____

Laurie Cohen, Village Attorney