

**INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF WELLINGTON
AND THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
FOR THE INSTALLATION OF TRAFFIC SIGNAL IMPROVEMENTS AT THE
INTERSECTION OF LAKE WORTH ROAD AND ISLE VIEW DRIVE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the Village of Wellington, a municipal corporation of the State of Florida, (“Village”), and the School Board of Palm Beach County, Florida, (“School Board”), individually as Party and collectively as Parties.

WITNESSETH:

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 163.01, Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Village and School Board have determined a need for the installation of a traffic signal at Lake Worth Road and Isle View Drive for the safety of students, staff and the public, (“Project”); and

WHEREAS, the Village has designed, constructed and permitted the traffic signal improvements (“Improvements”) and has agreed to maintain said improvements; and

WHEREAS, the School Board is willing to reimburse the Village for the installation of said Improvements necessary and related to the Project up to the amount of Two Hundred Thirty-Two Thousand Nine Hundred Fifty-Six and 29/100 Dollars (\$232,956.29); and

WHEREAS, the Parties declare that the Project is in the best interest of the health, safety, and welfare of the public.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1.The above recitals are true, correct and incorporated herein..

2. School Board Responsibilities.

- a. The School Board will provide payment to the Village in the amount of Two Hundred Thirty-Two Thousand Nine Hundred Fifty-Six and 29/100 Dollars (\$232,956.29) to repay the Village for the cost associated with the Improvements related to the Project.

3. Village Responsibilities.

- a. The Village, through its consultants and contractors, shall design, permit, and construct the Improvements related to the Project;
- b. The Village will own and maintain the Improvements upon their construction.
- c. The Village will record a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

4. Venue and Governing Law. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy shall preclude any other further exercise thereof.

5. Notice. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing (including facsimile or electronically) and shall be delivered, as elected by the Party, by means of courier or messenger service, by facsimile or e-mail (followed by mailing of hard copy by U.S. mail) or by certified mail, postage prepaid and certified return receipt requested to the following addresses or such other addresses as the Parties may provide each other in writing:

AS TO VILLAGE

Jonathan Reinsvold
Village Engingeer
12300 Forest Hill Boulevard,
Wellington, FL 33414
Phone: 561-791-4052

with a copy to:

Laurie Cohen
Village Attorney
12300 Forest Hill Boulevard,
Wellington, FL 33414

AS TO SCHOOL BOARD

Joseph Sanches
Chief of Operating Officer
3300 Forest Hill Boulevard, B-302
West Palm Beach, FL 33406
Phone: 561- 357-7573
Fax: 561- 357-7569

with a copy to:

General Counsel, School Board of Palm Beach County
3300 Forest Hill Boulevard, C-331
West Palm Beach, FL 33406

If either Party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other Party within thirty (30) days of the change.

6. Liability. Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, each party shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the other Party's negligence in connection with this Agreement. The foregoing indemnification shall not constitute waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28 Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other Party's negligent, willful or intentional acts or omissions.
7. Legal Fees. The Parties shall bear their own costs or expenses, including attorney's fees, associated with the enforcement of the terms and conditions of this Agreement.
8. Amendments. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to by the Parties in writing and executed in the same manner as was this Agreement.

9. Preparation. Preparation of this Agreement was a joint effort of the Parties and should not be construed more severely against one Party than the other.
10. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
11. Severability. In the event any provision hereof is held invalid by a court of competent jurisdiction, the remaining portions of the Agreement shall remain in full force and effect.
12. Entire Understanding. This Agreement represents the entire understanding of the Parties and supersedes all other negotiations, representations or agreements, written or oral, relating to this Agreement.
13. Inspector General. The Village agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the Village with regard to this Agreement. The Village employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the Village understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).
14. Public Records. Each Party shall maintain its own public records related to this Agreement in accordance pursuant to Chapter 119, Florida Statutes. Each Party shall promptly notify the other Party of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

15. Waiver. Waiver may only be effectuated through written notice and shall not be deemed a continuing waiver unless specifically so stated. Any waiver by any Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or other matter. The failure of any Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.
16. Legal Compliance. Parties shall abide by all applicable federal, State and local laws, orders, rules and regulations when performing under this Agreement. Parties further agree to the inclusion of this provision in all subcontracts issued as a result of this Agreement.
17. Waiver of Jury Trial. The Parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.
18. Convicted Vendor List. As provided in Sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, the Village shall have its contractor certify that their affiliates, suppliers and sub-consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.
19. Survivability. The obligations, rights, and remedies of the Parties hereunder, which by their nature are intended to survive the termination of this Agreement shall survive such termination and inure to the benefit of the Parties.
20. Contractual Relationship. The Parties are and shall be, in the performance of all work, services and activities under this Agreement independent contractors and not employees, agents or servants of the other Party. All Village employees engaged in the

work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Village's sole direction, supervision, and control. All School Board employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the School Board's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. The Parties do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.

21. Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
22. Background Screening. All Village employees, contractual personnel (vendors, individuals, or entities) under contract with the Village who are permitted access to any School Board operated school when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. The Village shall insure that all Village employees and contractual personnel (vendors, individuals, or entities) submit to a background check, including fingerprinting by the School Board, at the sole cost of the Village or the contractual personnel (vendors, individuals, or entities). No Village employees, contractual personnel (vendors, individuals, or entities) shall be permitted access to any School Board operated school when students are present, to have direct contact with students or to have access to or control of school funds until he or she

receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any Village employees, contractual personnel (vendors, individuals, or entities) or discontinuation of any of their services) on the basis of these compliance obligations. The Village agrees that no Village employees, contractual personnel (vendors, individuals, or entities) who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to any School Board operated school when students are present, who have direct contact with students or who have access to or control of school funds.

23. Third Party Beneficiaries. 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 Village or the School Board. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
24. E-Verify. Village agrees to comply with the all provisions of Fla. Stat. §448.095, including but not limited to registering with and using the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees or contractors during the term of this Agreement.
25. Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

[Signatures are located on the following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and date first written above.

SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

VILLAGE OF WELLINGTON

By: _____
Karen M. Brill, Board Chair

By: _____
Michael J. Napoleone, Mayor

ATTEST:

ATTEST:

By: _____
Michael J. Burke,
Superintendent

By: _____

Approved as to Form & Legal Sufficiency

Approved as to Form

By: _____
School Board Attorney

By: _____
Laurie Cohen, Village Attorney