

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Interlocal Agreement R2009-0420, dated March 17, 2009, as amended by R2014-0775 (collectively referred to herein as the “Agreement”) is made as of _____, by and between the Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County”, and the Village of Wellington, a unit of government duly incorporated on December 31, 1995, hereinafter referred to as “Village”.

In consideration of the mutual promises contained herein, the County and Village agree as follows:

1. The term of the Agreement expires on May 19, 2019, and shall be extended through May 18, 2024, pursuant to the exercise of the second renewal option.
2. Paragraph number 14 of the Agreement is deleted in its entirety and replaced with the following:

14) 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 Village 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.

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

15) INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Village represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Village is not self-insured, Village shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Village purchase excess liability coverage, Village agrees to include County as an Additional Insured.

The Village agrees to maintain or to be self-insured for Workers’ Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Village contract with a third-party (Contractor) to perform any service related to the Agreement, Village shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined

single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Village and County as Additional Insureds. Village shall also require that the Contractor include a Waiver of Subrogation against County.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Village shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Village of its liability and obligations under this Agreement.

16) APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida.

17) FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

18) ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Village concerning the lease and maintenance of the fuel control reader at the Village's public works facility. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Village unless reduced to writing and signed by them.

19) DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Village's officers.

20) ASSIGNMENT

Village 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.

21) 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.

4. All other terms of the Agreement remain unmodified and in full force and effect.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County and Village has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
**Audrey Wolf, Director,
Facilities Development & Operations**

ATTEST:

**VILLAGE OF WELLINGTON,
FLORIDA**

By: _____
Village Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Village Attorney