

**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 _____, 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

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