

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to the Interlocal Agreement dated November 29, 2016 (the “Agreement”), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and City of Delray 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 first of the three (3) five (5) year renewal options. The term of the Agreement is renewed beginning on November 29, 2021 and continuing through November 28, 2026.

2. Section 10 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 10: ANNUAL BUDGET APPROPRIATIONS

10.01 This Agreement and all obligations of County and City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the City Council.

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

SECTION 12: REMEDIES

12.01 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.

4. Section 15 of the Agreement is deleted in its entirety and replaced with the following:

**SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR
GENERAL**

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts,

transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

5. Section 17 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 17: 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.

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

SECTION 18: NO THIRD PARTY BENEFICIARY

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 Contract, including but not limited to any citizen or employees of the County and/or City.

SECTION 19: PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the City: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the City shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The City is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The City further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the City does not transfer the records to the public agency.
- D. Upon completion of the Contract the City shall transfer, at no cost to the County, all public records in possession of the City unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the City transfers all public records to the County upon completion of the Contract, the City shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Contract, the City shall meet all applicable requirements for retaining public records. All records stored electronically by the City must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the City to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. City acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

SECTION 20: E-VERIFY – EMPLOYMENT ELIGIBILITY

20.01 City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of City's contractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

20.02 County shall terminate this Agreement if it has a good faith belief that City has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

7. Except as modified by this First 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.

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: _____
FDO Fiscal Officer

By: _____
Isamì Ayala-Collazo, Director
Facilities Development & Operations

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: _____
County Attorney

ATTEST:

CITY CLERK

CITY OF DELRAY BEACH, a municipal corporation of the State of Florida

By: _____
Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: _____
Lynn Gelin, City Attorney