

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 9, 2021

Consent

Regular

Ordinance

Public Hearing

Department: Palm Tran

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an agreement with the Lakes of Delray, Inc. for the provision of transportation services on routes 70, 81 and 88 effective February 1, 2021 through January 31, 2023, with a two-year renewal option, in the amount of \$119,116.80 per year.

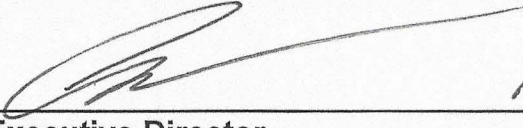
**Summary:** This agreement allows for a slight deviation within Palm Tran routes 70, 81 and 88 to provide a more accessible pick-up point for the residents of Delray Lakes, Inc. Homeowners Association. The agreement eliminates the necessity for customers to pay individual fares upon boarding Palm Tran buses as instead the County is paid an annual amount, based on a per dwelling rate, for the service. The agreement also includes a 3% rate increase pursuant to the agreement. Residents are responsible for paying individual fares should they transfer from Routes 70, 81 or 88 to another route. District 5 (MM)

**Background and Justification:** Palm Tran Fixed Routes 70, 81 and 88 serve Delray Beach on major East/West arterial roadways. Lakes of Delray, Inc., through its Homeowners Association (HOA), has contracted with Palm Tran for bus service for its residents since the inception of the development in 1982. In 2019, the Board of County Commissioners (BCC) approved an agreement (R-2019-0145) providing transportation services through January 31, 2021.

**Attachment:**

- 1. Agreement with Lakes of Delray, Inc. (3 copies)

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Recommended By:  1/25/2021  
Executive Director Date

Approved By:  2/3/2021  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
External Revenues	(\$89,338)	(\$119,117)	(\$119,117)	(\$119,117)	(\$29,779)
Program Income(County)					
In-Kind Match(County)					
<b>NET FISCAL IMPACT</b>	(\$89,338)	(\$119,117)	(\$119,117)	(\$119,117)	(\$29,779)
#ADDITIONAL FTE POSITIONS (CUMULATIVE)	0				

Is Item Included in Current Budget? Yes No  
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund 1340 Agency 540 Organization 5101 Object RSRC 4490

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Expenses are included in Palm Tran's Operating budget. There are no additional costs associated with this contract.

C. Departmental Fiscal Review: \_\_\_\_\_  
 Jeremy Baker, Director Administrative Services

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*[Signature]*  
 OFMB 1/27/21  
 2/1/21

*[Signature]*  
 Contract Dev. & Control 2/2/21  
 2-2-21 Tee

**B. Legal Sufficiency**

*[Signature]*  
 Assistant County Attorney 2/4/2021

**C. Other Department Review**

\_\_\_\_\_  
 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

ATTACHMENT C(1)

CERTIFICATE  
(If Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That he is the Secretary of LAKES OF DELRAY Corporation, a corporation organized and existing in good standing under the laws of the State of FLORIDA, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 1 day of FEBRUARY, 2021, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

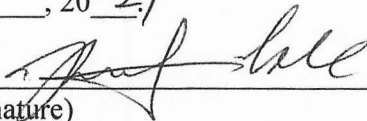
**RESOLVED**, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

**FURTHER RESOLVED**, that HERBERT COLE, the SECRETARY of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

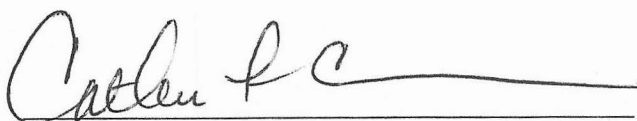
**IN WITNESS WHEREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 1<sup>st</sup> day of FEB, 2021

  
(Signature)  
HERBERT COLE SECRETARY  
(Print Signatory's name)  
It's Secretary

(CORPORATE SEAL)



SWORN TO AND SUBSCRIBED before me this 1<sup>ST</sup> day of February, 2021, by the Secretary of the aforesaid corporation, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did  take an oath.



Notary Signature



CATHERINE F CUNNION  
Commission # GG 189982  
Expires June 26, 2022  
Bonded Thru Budget Notary Services

Print Notary Name  
**NOTARY PUBLIC**  
State of Florida at Large

My Commission Expires:

**AGREEMENT REGARDING PAYMENT FOR THE  
PROVISION OF PUBLIC TRANSPORTATION SERVICES  
BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS  
OF PALM BEACH COUNTY, FLORIDA  
AND  
LAKES OF DELRAY, INC.**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of February, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), and Lakes of Delray, Inc., a master association of thirty-seven condominium associations and a Florida non-profit corporation whose federal identification number is 59-2596584.

**WHEREAS**, the County, as part of its countywide public transit system (Palm Tran), has established routes throughout Palm Beach County; and

**WHEREAS**, Lakes of Delray, Inc. desires to enter into an agreement with the County allowing the Lakes of Delray, Inc. residents (who are condominium owners over the age of 55, hereinafter referred to as "Residents"), to use Palm Tran Fixed Routes on a fare-free basis; and

**WHEREAS**, the boundaries of the Lakes of Delray, Inc. development is Atlantic Avenue to the North, Kings Point to the South, Sims Road to the East and Jog Road to the West.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the County and the Lakes of Delray, Inc. do hereby agree as follows:

1. The Residents may utilize Palm Tran's Fixed Routes on a non-exclusive, fare-free basis as further described in this Agreement. At the time of boarding buses, Residents must present to the driver their Lakes of Delray Condo ID Card then in effect. The County shall, in accordance with the payment provisions described in paragraph 3 of this Agreement, make available to the Residents on an individual, non-exclusive, fare-free basis the public transportation services otherwise available to individuals on all Palm Tran Fixed Route services. Lakes of Delray, Inc. agrees to work with Palm Tran on a possible alternative to using Lakes of Delray ID using the new Smart Card fare technology at no additional costs and acceptable to Lakes of Delray, Inc. when the new fare system is implemented. If no alternative works for both parties, the current method will remain in effect.

2. Lakes of Delray, Inc. represents that there are a total of 1,408 dwelling units, that Lakes of Delray is fully developed, and that no additional units will be added, sold, or leased.
3. The Lakes of Delray, Inc. shall compensate County up to \$476,467.20 for the Fixed Route services described in the Agreement at a rate of Seven Dollars and Five Cents (\$7.05), per dwelling unit, per month. Accordingly, the County shall receive a monthly payment in the amount of \$9,926.40 for each month of this Agreement. The County will send an invoice to the Lakes of Delray, Inc. for the total amount due each month and will also provide to the Lakes of Delray, Inc. a separate invoice for each building served, based on the number of dwelling units contained within the building. The Lakes of Delray, Inc. may distribute the building invoices to each individual building's condominium association, which may remit payment to the County for the number of units in that building. The County's provision of separate invoices for each building and its acceptance of payment from a building condominium association does not, however, relieve the Lakes of Delray, Inc. from the responsibility for payment of all sums due and owing to the County under this Agreement, based on the total number of dwelling units (*i.e.*, 1408) benefitting from the services provided by the County.
4. This Agreement shall be in effect for a term of Two (2) years commencing on February 1, 2021 and terminating on January 31, 2023 and an option, if both parties agree, for Two (2) additional years from February 1, 2023 and terminating on January 31, 2025, unless terminated sooner in accordance with the terms of this Agreement. The County's representative/liaison during the performance of this Agreement shall be Palm Tran's Revenue Administrator, whose telephone number is 561-812-5310. The Lakes of Delray, Inc.'s representative/liaison during the performance of this Agreement shall be Stan Latopolski, whose telephone number is 561-495-1598.
5. The individual building condominium associations may remit to County at the address on the invoice, on a monthly basis, and within thirty (30) days of their receipt of a Statement of Billing, the sum owed to County for the transportation services provided for the current month. In the event the County does not receive payment for an individual building condominium association within the thirty (30) day period, the Lakes of Delray, Inc. shall immediately remit to County payment in full for any

and all sums due and owing to the County.

6. The public transportation service may be rendered under County's existing routing system in accordance with the schedule for such services established by the County, as it may be amended from time to time by County, in its sole discretion. Lakes of Delray, Inc. acknowledges and agrees that said services are subject to change by the County or may be eliminated in their entirety. Nothing contained in this Agreement shall be construed to expand or modify the County's obligations under the Americans with Disability Act or any other federal, state, or local law or program, to require the provision of any service that the County would not otherwise be obligated to provide, or to limit the ability of the Board of County Commissioners to make changes to its public transportation system, including but not limited to its routes, fares, eligibility requirements and stops as it, in its sole discretion, deems appropriate. All changes may be made solely at the discretion of the County. County will, however, endeavor to make any changes in accordance with its established route change policy, which may be modified by County, in its sole discretion.
7. The residents of the Lakes of Delray, Inc. may utilize other routes of the County's transit system. Residents using any transportation service or routes other than Routes 70, 81, and 88 are responsible for payment of the fares established for usage of such service or route.
8. Lakes of Delray, Inc. shall save, defend, indemnify, and hold harmless County, Palm Tran, Inc., and their respective officers, agents, employees, and servants from and against any and all claims, liability, losses, and/or causes of actions that are related to physical damage to Lakes of Delray, Inc.'s road network and that occur as a result of the operation of the County's transit equipment upon the Lakes of Delray, Inc.'s roadways, driveways, and other adjoining paved surfaces, including but not limited to those owned, controlled, or maintained by any individual building association; provided, however, that said agreement to save, defend, indemnify, and hold harmless shall not apply to those intentional or negligent acts or omissions of County. Lakes of Delray, Inc. represents that it has sustained no damage to its roadway network, including those roads owned, controlled, or maintained by any individual building condominium association, resulting from the prior operation of Palm Tran buses or vehicles. Lakes of Delray, Inc. further warrants that its roadways

are adequate for the purposes contemplated under this Agreement.

9. County and the Lakes of Delray, Inc. each binds themselves and their partners, successors, executors, administrators, transferors, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, transferors, and assigns of such other party in respect to all covenants of this Agreement. Lakes of Delray, Inc. shall not assign, sublet, convey, transfer, or otherwise encumber its interest in this Agreement, in whole or in part, without the prior written consent of the County.
10. Nothing contained herein shall be construed as creating any personal liability on the part of any officer, agent, or employee of County, Palm Tran, Inc., or Lakes of Delray, Inc., nor shall it be construed as giving any rights or benefits hereunder to any other person or entity. County's obligations shall be strictly limited to those expressly set forth in this Agreement. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than County, Palm Tran, Inc., or Lakes of Delray, Inc. The County shall have no obligation to any individual, Resident or other entity, association, or group who is in anyway associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon County.
11. The County's performance and obligations under this Agreement are contingent upon an annual appropriation for the purposes described in this Agreement by the Board of County Commissioners.
12. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County.
13. No remedy conferred herein 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, in equity, by statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy, shall preclude any other or further exercise thereof. Moreover, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such waiver shall



only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver. The modification of any term or provision may be accomplished only by a written amendment executed by both parties.

14. Nothing contained in this Agreement shall create an agency relationship between the parties or between Palm Tran, Inc. and Lakes of Delray, Inc. or any unit Resident or owner.
15. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. Should any provision of this Agreement be held invalid by a court of competent jurisdiction, such determination shall not affect the remaining portions of the Agreement.
16. Lakes of Delray, Inc. agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out under this Agreement, and that all of its employees and Residents are and will be treated equally by Lakes of Delray, Inc. without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

It is the policy of the Board of County Commissioners of Palm Beach County that it will not conduct business with nor appropriate funds to any organization that practices discrimination on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Lakes of Delray, Inc. will submit a copy of its non-discrimination policy, which is consistent with the above paragraph and Palm Beach County Board of County Commissioner Resolution No. R-2014-1421, as amended. In the alternative, if the Lakes of Delray Inc., does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County's representative/liaison, attached hereto as Exhibit A, that it will conform to the County's non-discrimination policy as provided in R- 2014-1421, as

amended.

17. The County has established the Office of the Inspector General in Palm Beach County Code as set forth in Sections 2-421 through 2-440, of the Palm Beach County Code, 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 any entity contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440. Such violation is punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

18. Lakes of Delray, Inc. further agrees that it shall maintain, in Palm Beach County, Florida, all records relating to this Agreement, including but not limited to any records pertaining to the issuance, distribution, tracking and use of any color coded decals issued to authorized users, for a period of at least five (5) years following the expiration of this Agreement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Such records shall be made available to County, Palm Tran, Inc. and state and federal agencies, for the purpose of review, inspection, audit, and reproduction, during regular business hours, at the Lakes of Delray, Inc.'s address identified in Section 21 of this Agreement.

19. This Agreement may be canceled by the Lakes of Delray, Inc., with or without cause, upon sixty (60) days' prior written notice to County. This Agreement may be terminated by County, without cause and for convenience of the County, upon thirty (30) days' prior written notice to Lakes of Delray, Inc. In the event Lakes of Delray, Inc. fails to perform, or has breached any provision of this Agreement, and has failed to cure the failure or breach within ten (10) days, or such additional time granted by County, from the date of the notice provided by County to Lakes of Delray, Inc. of the failure or breach, the County may immediately terminate this Agreement for cause upon written notice to Lakes of Delray, Inc.

20. The parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understanding other than those stated herein. No modification, amendment, or alteration shall be effective unless contained in a written document executed with the same formality and equality of dignity as this Agreement.

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Contract through electronic or manual means. Lakes of Delray, Inc. shall execute by manual means only, unless the County provides otherwise.

21. All notices required under this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Palm Tran, Inc.  
Attn: Executive Director  
3201 Electronics Way  
West Palm Beach, Florida 33407

If sent to the Lakes of Delray, Inc., notices shall be addressed to:

Lakes of Delray, Inc.  
Attn: Stan Latopolski, Community Association Manager  
15055 Ashland Boulevard  
Delray Beach, Florida 33484

**(Remainder of Page Intentionally Left Blank)**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County, and an officer of Lakes of Delray, Inc. with authority to bind the corporation has hereunto made and executed this Agreement, on behalf of Lakes of Delray, Inc., and each has set its hand the day and year above written.

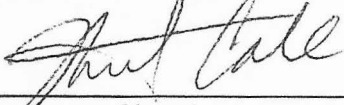
ATTEST:  
Joseph Abruzzo, Clerk & Comptroller

PALM BEACH COUNTY, by its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

LAKES OF DELRAY, INC.

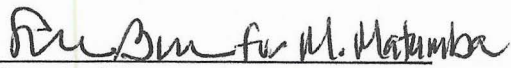
By:   
Signature

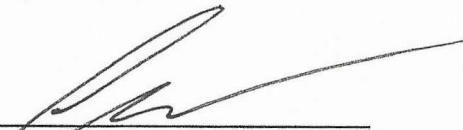
HERBERT COLE SECRETARY  
Print or Type Name and Title

(CORPORATE SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

  
County Attorney

  
Clinton B. Forbes, Executive Director  
Palm Tran

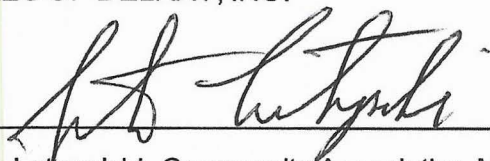
# EXHIBIT A

Lakes of Delray Inc. acknowledges it will conform to the County's non-discrimination policy:

It is hereby the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall neither conduct business with nor appropriate funds to any entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information.

LAKES OF DELRAY, INC.

By:



Stan Latopolski, Community Association Manager

(CORPORATE SEAL)



**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY** **R-2017-1770**

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Meeting Date: December 5, 2017      Consent      Regular  
 Ordinance      Public Hearing

Department:

Submitted By: COUNTY ATTORNEY

Submitted For: ADMINISTRATION

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to adopt: a Resolution of the Board of County Commissioners of Palm Beach County, Florida, repealing and replacing R2014-1421; stating the policy that Palm Beach County shall neither do business with nor appropriate funds to any entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information.

**Summary:** The Board of County Commissioners adopted Resolution R92-13 establishing a non-discrimination policy, and subsequently amended that Resolution in R2012-0197, R2014-0113, and R2014-1421. This new replacement resolution retains the current non-discrimination policy and deletes the requirement for contracted entities to submit signed conformance statements and copies of corporate non-discrimination policies. The requirement being deleted was deemed to be unnecessary and ineffective in achieving compliance or determining non-compliance with the policy. By signing a contract containing the County's standard and current non-discrimination language, the entity is liable for a breach of contract if it discriminates on any of the stated bases. The proposed changes streamline the contracting process while maintaining the Board's firm policy on non-discrimination. Countywide. (HH)

**Background and Policy Issues:** The County's standard contract contains a non-discrimination clause that provides: "The CONSULTANT warrants and represents that 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." By signing a contract containing the County's standard non-discrimination clause, an entity is liable for breach of contract should it discriminate on any of the stated bases. Eliminating the requirement that an entity doing business with the County either provide its conforming non-discrimination policy or sign a separate statement that it will conform to the County's policy will save vast amounts of staff time, without impairing the County's ability to require conformance to its non-discrimination policy.

- Attachments:** 1 R-2014-1421 Strikethrough  
2 R-20\_\_ - \_\_ New Resolution Clean
- 

**Recommended by:** *[Signature]* **County Attorney**     **11/15/2017**  
Date

**Approved By:** *[Signature]* **Deputy County Administrator**     **11/28/17**  
Date

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, REPEALING AND REPLACING R-2014-1421; STATING THE POLICY THAT PALM BEACH COUNTY SHALL NEITHER DO BUSINESS WITH NOR APPROPRIATE FUNDS TO ANY ENTITY THAT PRACTICES DISCRIMINATION ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, ANCESTRY, SEX, AGE, MARITAL STATUS, FAMILIAL STATUS, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, DISABILITY, OR GENETIC INFORMATION.**

**WHEREAS**, the Board of County Commissioners of Palm Beach County, Florida ("County") adopted Resolution 92-13 establishing a non-discrimination policy that was subsequently amended by Resolutions R-2012-0197, R-2014-0113, and R-2014-1421; and

**WHEREAS**, the County stated a clear policy in R-2014-1421 that the County will neither do business with nor appropriate funds to any entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information; and

**WHEREAS**, it is in the best interest of the County to repeal Resolution R-2014-1421 to provide a more efficient manner of establishing that entities with which the County contracts are aware of, and will conform with, the County's non-discrimination policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

Resolution R-2014-1421, is hereby repealed in its entirety and replaced with the following:

It is hereby the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall neither conduct business with nor appropriate funds to any entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information.

The foregoing Resolution was offered by Commissioner Burdick, who moved its adoption. The motion was seconded by Commissioner Berger, and upon being put to a vote, the vote was as follows:

RESOLUTION NO. R-2014-1421

~~RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, REPEALING AND REPLACING R-2014-1421; ESTABLISHING STATING THE POLICY THAT PALM BEACH COUNTY SHALL NOT NEITHER DO BUSINESS WITH NOR APPROPRIATE FUNDS FOR TO ANY PUBLIC OR PRIVATE ORGANIZATION TO ENTITY THAT PRACTICES DISCRIMINATION ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, ANCESTRY, SEX, AGE, MARITAL STATUS, FAMILIAL STATUS, SEXUAL ORIENTATION, GENDER IDENTITY AND OR EXPRESSION, DISABILITY, OR GENETIC INFORMATION. ; REQUIRING ENTITIES DOING BUSINESS WITH PALM BEACH COUNTY TO SUBMIT THEIR NON-DISCRIMINATION POLICY TO PALM BEACH COUNTY PRIOR TO ENTERING INTO CONTRACTS WITH PALM BEACH COUNTY; REPEALING AND REPLACING RESOLUTION 9213, AS AMENDED BY RESOLUTIONS R-2012-0197 AND R-2014-0113.~~

**WHEREAS**, the Board of County Commissioners of Palm Beach County, Florida ("County") adopted Resolution 92-13 establishing a non-discrimination policy that was subsequently amended by Resolutions R-2012-0197 and R-2014-0113, and R-2014-1421; and

**WHEREAS**, the County Board of County Commissioners of Palm Beach County, Florida wishes to stated a clear policy in R-2014-1421 that Palm Beach the County will ~~not~~ neither do business with nor appropriate funds to any public or private organization entity that which practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or and expression, disability or genetic information; and

~~**WHEREAS**, the Board of County Commissioners of Palm Beach County, Florida gave direction on July 22, 2014 to further amend the resolution to require entities doing business with Palm Beach County to submit their non-discrimination policy to Palm Beach County prior to entering into contracts with Palm Beach County, and the amendment can be most efficiently achieved by repealing and replacing the prior resolution with a new resolution fully stating the policy.~~

**WHEREAS**, it is in the best interest of the County to repeal Resolution R-2014-1421 to provide a more efficient manner of establishing that entities with which the County contracts are aware of, and will conform with, the County's non-discrimination policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**



Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney