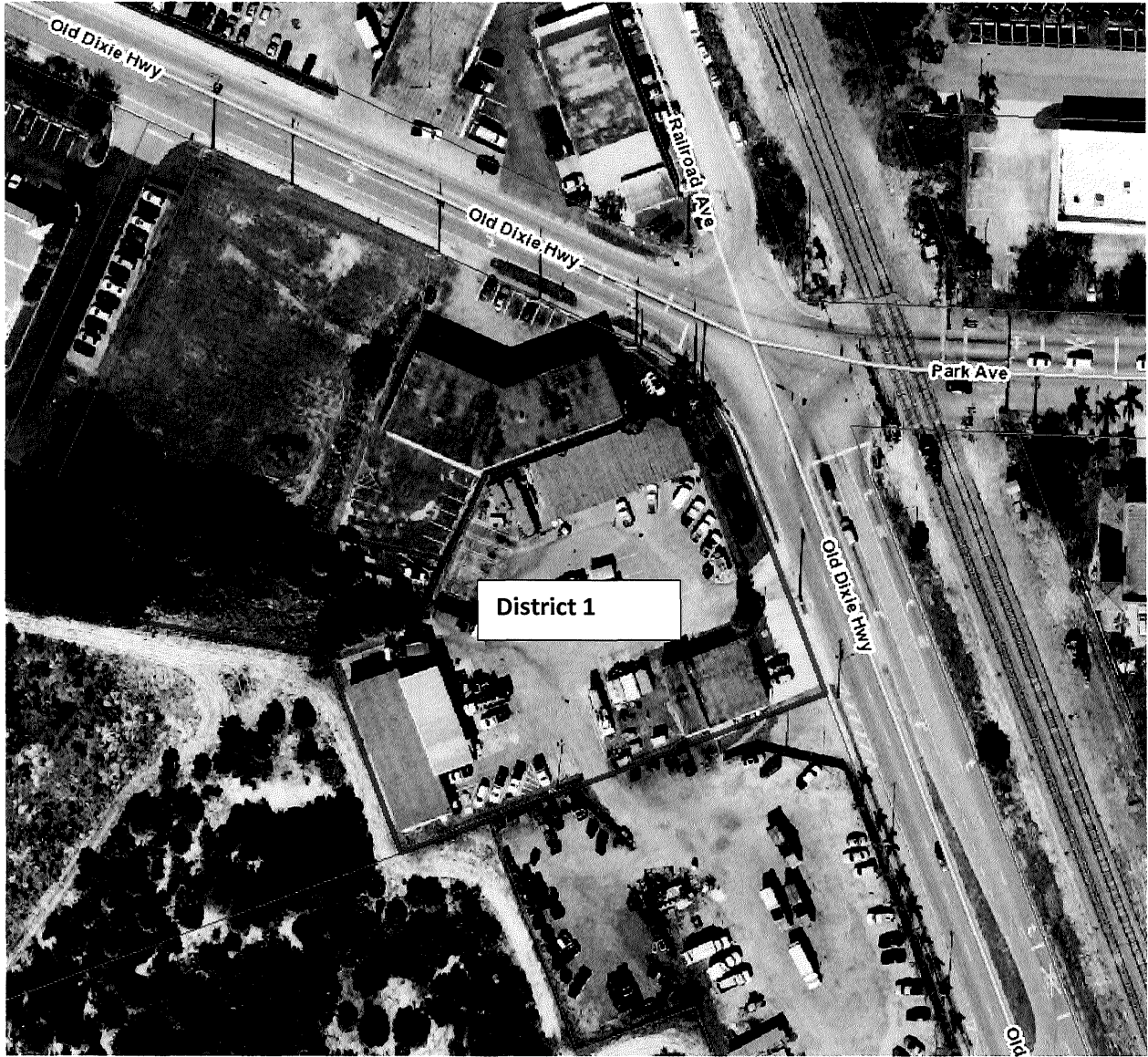


Attachment 1



650 Old Dixie Highway

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2017-0723 (“Agreement”) is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”) and RIC BRADSHAW, SHERIFF, in his official capacity as the Sheriff of Palm Beach County, a state constitutional officer (“Sheriff”) and the TOWN OF LAKE PARK, a municipal corporation (“Town”), hereinafter referred to collectively as the “Parties”.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. The term of the Agreement is renewed retroactively on January 9, 2022 and shall continue through January 8, 2027, pursuant to the exercise of the renewal option.
2. Section 7 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 7: LIABILITY

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Participant pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Participant shall indemnify, defend, save and hold the County harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of any act, error or omission of the Participant in connection with its performance of this Agreement. In the event the County shall be made a party to litigation commenced against the Participant or by the Participant against a third party, then the Participant shall protect and hold harmless and pay all costs and attorneys’ fees incurred by the County in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts. The provisions of this section shall survive the termination or expiration of this Agreement.

3. Section 8 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 8: INSURANCE

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

If Town is not self-insured, Town 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 Town purchase excess liability coverage, Town agrees to include County as an Additional Insured.

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

Should Town contract with a third-party (Contractor) to perform any service related to the Agreement, Town 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 Town and County as Additional Insureds. Town 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 Town shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

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

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

SECTION 15: APPLICABLE LAW

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.

5. Section 23 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 23: 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 Participant 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 24: 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 25: 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 26: 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.

SECTION 27: E-VERIFY – EMPLOYMENT ELIGIBILITY

Town 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 the Participant's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed their authorized representatives, as of the day and year first above written.

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

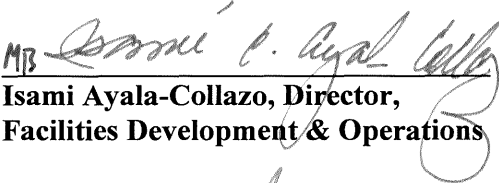
By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

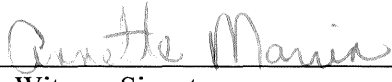
APPROVED AS TO TERMS
AND CONDITIONS

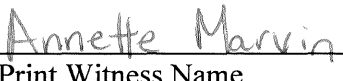
By: 
Assistant County Attorney

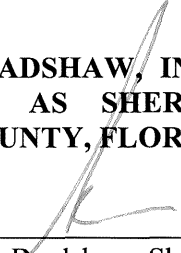
By: 
Isami Ayala-Collazo, Director,
Facilities Development & Operations

ATTEST:

RIC L. BRADSHAW, IN HIS OFFICIAL
CAPACITY AS SHERIFF OF PALM
BEACH COUNTY, FLORIDA


By: 
Witness Signature


Print Witness Name

By: 
Ric L. Bradshaw, Sheriff

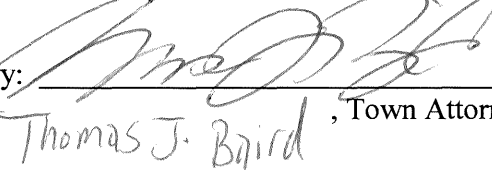
ATTEST:

TOWN OF LAKE PARK, a municipal
Corporation of the State of Florida

By: 
Vivian Mendez, CMC, Town Clerk

By: 
Michel O'Rourke, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Town Attorney

