

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Agreement R2002-0886 dated June 4, 2002, as amended by R2007-0953 (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 Florida Atlantic University Board of Trustees ("University").

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

1. The term of the Agreement, expired on June 4, 2012, and shall be retroactively extended to June 3, 2017, pursuant to the exercise of the second five (5) year renewal option.
2. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
3. Attachment II and Attachment III to the Agreement are hereby deleted in their entirety.
4. All references in the Agreement to "Communications Division" shall be deleted and replaced with "Electronic Services & Security Division of the Department of Facilities Development & Operations".
5. Section 1.029 of the Agreement is deleted in its entirety and replaced with the following:

1.029 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.
6. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the University's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.
7. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Network Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development.
8. Section 2.03 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The University shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the University by the System Administrator.

9. Section 4.04 of the Agreement shall be deleted in its entirety and replaced with the following:

4.04 The University shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the University is responsible to safeguard the code information from release to unauthorized parties. Service staff directly employed by the University shall be considered authorized to receive access and programming codes for the maintenance of the University's radio equipment. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the University and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The University agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time. Service staff directly employed by the University shall be considered authorized to receive access and programming codes for the maintenance of the University's radio equipment.

10. Section 4.05 of the Agreement is modified by replacing the reference to "Palm Beach County Communications" with "Electronic Services & Security Division of the Department of Facilities Development & Operations"

11. Section 4.07 of the Agreement is modified by deleting the first sentence and replacing it with the following:

In the case of lost or stolen equipment, the University will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment.

12. Section 5.01 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

13. Section 6.03 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The University shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.

14. Section 6.04 of the Agreement is deleted in its entirety and replaced with the following:

6.04 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment I, as may be amended and updated from time to time.

15. Section 10 of the Agreement is modified by replacing the reference to "three (5) year term thereafter" with "three (3) additional terms of five (5) years each".

16. Section 10 of the Agreement is further modified by deleting the last sentence and replacing it with the following:

Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

17. Section 13 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

Radio System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the University:

Communications Manager
Florida Atlantic University
777 Glades Road
P.O. Box 3091
Boca Raton, FL 33431-0991

Chief of Police
Florida Atlantic University
777 Glades Road
P.O. Box 3091
Boca Raton, FL 33431-0991

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

**SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR
GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to 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 requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

19. Except as modified by this Second Amendment and the previous 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 University and County.

(Remainder of the page intentionally left blank)

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**

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *James C. King*
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

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

ATTEST:

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES,**

By: *Linda Elliott*
Signature of Witness

By: X *Dennis Crudele*
Dennis Crudele,
Senior Vice President for Financial Affairs

LINDA ELLIOTT
Printed Name of Witness

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *EB Rubin*
Print Name: EB Rubin
Print Title: Assoc. GC

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	June 6, 2002