

WPB Contract # 12770
Res. No. 181-13

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Interlocal Agreement R2003-0801 dated June 3, 2003 (the "Agreement"), is made as of _____, 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 the "County", and the CITY OF WEST PALM BEACH, FLORIDA, a municipal corporation, hereinafter referred to as the "City".

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

1. The term of the Agreement, expired on June 3, 2013, and shall be retroactively extended to June 3, 2018, pursuant to the exercise of the second of three (3), five (5) year renewal options.
2. Attachment 1 to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment 1 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 and Security Division.
5. Section 1.025 of the Agreement is deleted in its entirety and replaced with the following:
 - 1.025 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.
6. Section 1.026 of the Agreement is deleted in its entirety and replaced with the following:
 - 1.026 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 City of West Palm Beach'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 deleted and replaced with the following:

The Participant 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 Participant by the System Administrator. The Participant agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

9. Section 3.04 of the Agreement is modified by deleting the last sentence and replacing it with the following:

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

10. Section 3.05 of the Agreement is deleted in its entirety and replaced with the following:

3.05 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.

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

SECTION 12: 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 33411-5603

Radio System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411-5610

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

As to the City:

City Attorney
401 Clematis Street, Fifth Floor,
West Palm Beach, FL 33401

City Manager
City of West Palm Beach
PO Box 3366
West Palm Beach, FL 33401

Chief of Police
City of West Palm Beach
600 Banyan Blvd.
West Palm Beach, FL 33401

Fire Chief
City of West Palm Beach
500 North Dixie Highway
West Palm Beach, FL 33401

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

SECTION 17: 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.

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

SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Contract 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.

14. 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 City and County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY 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: *[Signature]*
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Audrey Wolf, Director
Facilities Development & Operations

CITY OF WEST PALM BEACH

By: *[Signature]*, President
for *[Signature]* Geraldine
Jeff Muoio, Mayor

ATTEST:

By: *[Signature]*
City Clerk

Hazeline F Carson
Print Name

Office of the City Attorney
Approved as to form and legality

By: *[Signature]*

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