

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Interlocal Agreement R2005-1338 dated July 12, 2005 (the "Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Port of Palm Beach District, a special independent taxing district and political subdivision of the State of Florida ("Port").

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

1. The term of the Agreement, expired on July 11, 2013, and shall be retroactively extended to July 11, 2017, pursuant to the exercise of the second, four (4) year renewal option.
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 2 and Attachment 3 to the Agreement are hereby deleted in their entirety.
4. All references in the Agreement to 800MHz Public Safety Radio System are deleted and replaced with Public Safety Trunked Radio System ("System").
5. All references in the Agreement to Communications Division shall be deleted and replaced with the Electronic Services and Security Division.
6. Section 1.027 of the Agreement is deleted in its entirety and replaced with the following:

1.027 System Administrator: An employee within the County's Electronic Services and Security Division of the Department of Facilities Development & Operations Department 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.
7. 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 Port'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.

8. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The System Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment 1 hereto, identifies the general procedures for the management of the system and procedures for input into operating and technical policy development.

9. Section 4.034 is modified by deleting the first sentence and replacing it with the following:

If regionalized "Hub" systems are added to the County's System and if required to maintain capacity on the County System, the Port signing this Agreement may be requested to reassign their radios to one of the "Hub" Systems.

10. Section 4.07 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.

11. Section 10.05 of the Agreement is modified by deleting the reference to "within the time frames identified in Attachment 2 and replacing it with "pursuant to the Policies and Procedures referenced on Attachment 1 hereto.".

12. Section 10.06 of the Agreement is deleted in its entirety and replaced with the following:

10.06 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment 1, as may be amended and updated from time to time.

13. Section 17 of the Agreement is modified by deleting the addresses as to the County and replacing them as follows:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 3401

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

With copies to:

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

County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

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

**SECTION 21: 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.

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

SECTION 23: 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 the Port.

16. 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 Port 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:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Steven L Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: *[Signature]*
County Attorney

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

ATTEST/WITNESS

PORT OF PALM BEACH DISTRICT

By: *[Signature]*
Witness/Clerk Amanda LePore

By: *[Signature]*
Chairman

By: *[Signature]*
Witness/Clerk PECCY S. GANDIAGA

George E. Mastica
Printed Name Chairman

Attachment 1

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. System Maintenance and Administration Plan	June 6, 2002