

R2014-0930

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement R2009-1173 dated July 21, 2009 is made as of **JULY 01 2014**, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County") and the CITY OF COCONUT CREEK, FLORIDA, a municipal corporation of the State of Florida, ("City").

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

1. The term of the Agreement expires on July 20, 2014 and shall be extended to July 20, 2019 pursuant to the exercise of the first 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 is hereby deleted in its entirety.
4. All references in the Agreement to "Communication Division" shall be deleted and replaced with "Electronic Services & Security Division".
5. All references in the Agreement to the 800 MHz Trunked Radio System shall be deleted and replaced with the Public Safety Trunked Radio System ("System").
6. Section 1.025 of the Agreement is deleted in its entirety and replaced with the following:
 - 1.025 System: The Public Safety Trunked Radio System funded, purchased, installed, maintained and owned by the County.
7. 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.

8. 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's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 am to 5:00 pm, 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.

9. 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 I hereto, identifies the general procedures for the management of the system and procedures for input into operating and procedure development through the user committees.

10. Section 3.04 of the Agreement is deleted in its entirety and replaced with the following:

3.04 The County shall maintain the coverage within the County's geographic boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The City shall be notified of scheduled preventative maintenance pursuant to the policies and procedures referenced on Attachment I hereto.

11. 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.

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

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 City:

City Manager
City of Coconut Creek
4800 Copans Road
Coconut Creek, FL 33063

With a copy to:

City Attorney
City of Coconut Creek
4800 Copans Road
Coconut Creek, FL 33063

14. 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.

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

SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Agreement 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 Agreement, including, but not limited to, any citizen or employees of the County and/or City.

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

SECTION 19: NONDISCRIMINATION

Agency assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information.

17. Except as modified by this First 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.

(Remainder of the page intentionally left blank)

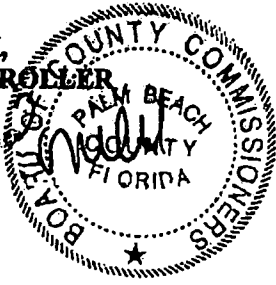
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

R2014-0930 JUL 01 2014

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: *[Signature]*
Deputy Clerk



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

By: *[Signature]*
Priscilla A. Taylor, 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

ATTEST:

By: *[Signature]*
City Clerk Signature

Leslie Wallace May, MMC
City Clerk Printed Name

CITY OF COCONUT CREEK, FLORIDA

By: *[Signature]*
Signature of Mayor

Lisa K. Aronson
Mayor Printed Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
Assistant City Attorney Patricia Rathburn

Attachment I

**PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES**

June 2002

Policy / Procedure Title	Last Revision Date
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