

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT to Agreement R2002-1353 dated August 20, 2002, as amended by R2007-0144 and R2012-1675, 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, by and through its Board of County Commissioners ("County") and the Village of Wellington, a municipal corporation of the State of Florida ("Village").

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

1. The term of the Agreement expires on August 18, 2017, and shall be extended through August 18, 2022 pursuant to the exercise of the third 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. 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, 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.

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

The County shall maintain the coverage within the County's geographic boundaries as described in the County's contract with Motorola R2015-1673, dated 11/17/15, 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. Village shall be notified of scheduled preventative maintenance pursuant to the policies and procedures referenced on Attachment I hereto.

5. 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 Village.

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

SECTION 19: NONDISCRIMINATION

Pursuant to Palm Beach County Resolution R-2014-1421 (“Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County (“County”) that the County “shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.”

This Resolution requires that each organization or entity doing business with the County is “required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, prior to entering into any contract with the County.” In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity “shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution.”

7. Except as modified by this Third Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

(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.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

VILLAGE OF WELLINGTON, a municipal
corporation of the State of Florida

By: _____
Witness Signature

By: _____

Witness Printed Name

Print Name and Title

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Village Attorney

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan