SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Interlocal Agreement is made as of _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") and the **CITY OF DELRAY BEACH**, 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 Interlocal Agreement (R2016-1487), as renewed and amended by the First Amendment to Interlocal Agreement (R2021-1426) (together "Agreement") expires on October 16, 2026 and shall be extended through October 17, 2031 pursuant to the exercise of the second five (5) year renewal option.

2. **SECTION 8: NOTICES** 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. The effective date of such notice shall be the date of receipt, as evidenced by a return receipt or email date. All notices shall be addressed to the following:

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

   Public Safety Department Director
   50 South Military Trail
   West Palm Beach, FL 33415

   With a copy to:

   Radio System Manager
   Palm Beach County
   Electronic Services & Security Division
   240 South Military Trail
   West Palm Beach, FL 33415

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

   As to the City:

   City Manager
   City of Delray Beach
   100 NW First Ave

Delray Beach, FL 33444

With a copy to:
Chief of Police
Delray Beach Police Department
300 West Atlantic Avenue
Delray Beach, FL 33444

3. **SECTION 14: NON-DISCRIMINATION** of the Agreement is deleted in its entirety and replaced with the following:

   The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

4. This Agreement is hereby modified to add the following:

   SECTION 16: E-VERIFY- EMPLOYMENT ELIGIBILITY
   16.01 City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Participant's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

   16.02 County shall terminate this Agreement if it has a good faith belief that City has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

5. This Agreement is hereby modified to add the following:

   SECTION 17: DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

   Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the City certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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

SECTION 18: DIGITAL ACCESSIBILITY COMPLIANCE

City acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. City represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

7. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the Agreement, as amended.

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

ATTEST:

MICHAEL A. CARUSO
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Department Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

ATTEST:

CITY OF DELRAY BEACH, a municipal corporation of the State of Florida

By:_____
Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

By:_____
Lynn Gelin, City Attorney