

**SECOND AMENDMENT TO
THE JOINT EXERCISE OF POWERS AGREEMENT OF THE EASTERN RIVERSIDE
COUNTY INTEROPERABLE COMMUNICATIONS AUTHORITY**

This Second Amendment to the Joint Exercise of Powers Agreement of the Eastern Riverside County Interoperable Communications Authority ("Second Amended Agreement") is made and entered into on the ____ day of _____, 2017, by and between the five (5) Member Agencies (collectively the "Parties").

RECITALS

WHEREAS, the Parties, located within eastern Riverside County, entered into a Joint Powers Agreement on July 21, 2008, and through subsequent amendments thereto (the "JPA"), to form the Eastern Riverside County Interoperable Communications Authority ("ERICA"); and

WHEREAS, pursuant to the JPA, the purpose of ERICA is to acquire, plan, design, finance, construct, operate and maintain a regional communications system ("Erica Project") serving the Coachella Valley, including the individual political jurisdictions therein, and the City of Beaumont; and

WHEREAS, the Parties believe that cooperation among the Member Agencies in law enforcement administrative functions in addition to the ERICA Project, such as computer aided dispatch and records management, for example, will create synergies which will facilitate a variety of joint goals, including (1) improved coordination on system identification and upgrades; (2) improved and consistent implementation of systems; (3) improved coordination of strategies; (4) better positioning to overcome resource management challenges; and (5) improved regional response and compliance with applicable laws ("Public Safety Projects" (each, a "Public Safety Project")); and

WHEREAS, ERICA agrees and strongly supports coordination among the Parties with respect to Public Safety Projects, and believes that expanding ERICA's purpose to include Public Safety Projects is the best manner and would most efficaciously serve the interests of ERICA's Member Agencies; and

WHEREAS, pursuant to Government Code sections 6500 *et seq.*, the Parties to the JPA desire to amend the JPA to add Public Safety Projects as an additional purpose of ERICA.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows

Section 1: Section 1.2 of the JPA is hereby amended to read as follows:

1.2 Purpose. The purpose of this Agreement is to provide for the acquisition of real, personal and intangible property; and the planning, design, financing, regulation, permitting, environmental evaluation; public outreach, construction, operation, and maintenance of the ERICA Project, or any identifiable portion of the ERICA Project, and/or other law enforcement administrative functions in addition to the ERICA Project, such as computer aided dispatch and records management ("Public Safety Projects"). Notwithstanding anything in this Agreement to the contrary, each Member Agency also reserves all of its rights and powers to proceed separately within its jurisdictional boundaries on any compatible public safety communications projects anticipated to become part of the ERICA Project or Public Safety Project; provided, however, that the planning, design, and construction of such projects should be consistent with the functional specifications for the ERICA Project, the Public Safety Projects, or as subsequently amended by ERICA and incorporated herein by this reference.

Section 2: The title of Section 3.0 to the JPA is hereby amended to read as follows:

3.0 ERICA PROJECT FUNDING & PUBLIC SAFETY PROJECTS FUNDING

Section 3: Section 2.2.b.1. of the JPA is hereby amended to read as follows:

b. Responsibilities. The TAC shall be responsible for the operational administration of the ERICA Project and the Public Safety Projects and have the following powers and duties:

1. To administer the ERICA Project and Public Safety Projects in accordance with the purposes set forth in Section 1.

Section 4: Section 3.4 is hereby added to the JPA to read as follows:

3.4 Public Safety Projects Funding

a. Public Safety Projects Costs. For the Public Safety Projects in which a Member Agency elects to participate, unless otherwise determined by the Member Agency Board of Directors, each Member Agency shall be responsible for a pro rata share of the costs of acquisition, operation and maintenance of Public Safety Projects ("Public Safety Projects Costs").

b. Public Safety Projects Budget. For each Public Safety Project, the Member Board of Directors shall approve an annual budget for the Public Safety Project and shall identify each Member

Agency's share of the Public Safety Projects Cost. Each Member Agency shall pay its share of Public Safety Projects Cost within thirty (30) days of the Member Agency Board's approval of the Public Safety Projects budget.

Section 5: This amendment is to become effective upon execution by all of the parties that are currently signatories to the JPA.

Section 6: All other provisions and terms of the JPA are to remain unchanged.

Section 7: This Amendment may be executed in counterparts.

[SIGNATURES ON FOLLOWING PAGES]

**SIGNATURE PAGE TO
SECONDAMENDMENT TO
THE JOINT EXERCISE OF POWERS AGREEMENT OF THE EASTERN RIVERSIDE
COUNTY INTEROPERABLE COMMUNICATIONS AUTHORITY**

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amended Agreement to be executed and attested by their officers thereunto duly authorized as of the date first above written.

ATTEST:

City Clerk
City of Beaumont

CITY OF BEAUMONT

By: _____

By: _____
Mayor

Dated: _____

Approved as to form

City Attorney

ATTEST:

City Clerk
City of Cathedral City

CITY OF CATHEDRAL CITY

By: _____

By: _____
Mayor

Dated: _____

Approved as to form

City Attorney

ATTEST:

City Clerk
City of Desert Hot Springs

By: _____

Dated: _____

Approved as to form

City Attorney

ATTEST:

City Clerk
City of Indio

By: _____

Dated: _____

Approved as to form

City Attorney

ATTEST:

City Clerk
City of Palm Springs

By: _____

Dated: _____

Approved as to form

City Attorney

CITY OF DESERT HOT SPRINGS

By: _____
Mayor

CITY OF INDIO

By: _____
Mayor

CITY OF PALM SPRINGS

By: _____
Mayor