

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2006-2427 ("Agreement"), dated November 21, 2006, 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 State of Florida, State Attorney's Office, 15th Judicial Circuit ("Office").

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

1. The term of the Agreement expires on November 20, 2010, and shall be extended to November 20, 2014.
2. All references in the Agreement to Communications Division shall be deleted and replaced with Electronic Services and Security Division.
3. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronics Services and Security Division's 800 MHz System Administrator will be the Office's day to day contact and can be reached at 561-233-0837. The Electronics Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

4. Section 8.04 of the Agreement is deleted in its entirety and replaced with the following:

8.04 Upon receipt of any invoice, the Office will immediately review same and report any discrepancies to the County within 10 days of receipt. Payment will be due to the County within 30 days of receipt of the invoice (but for invoice pursuant to Section 8.03). Payments shall be sent to:

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

Attn: 800 MHZ Interlocal Agreement # R2006-2427, Invoice # _____

5. Section 17 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 17: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done 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:

800 MHZ System Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

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

As to the Office:

Executive Director
Office of the State Attorney, 15th Judicial Circuit
401 North Dixie Highway
West Palm Beach, FL 33401

State Attorney
Office of the State Attorney, 15th Judicial Circuit
401 North Dixie Highway
West Palm Beach, FL 33401

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

SECTION 23: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Office, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and to detect waste, corruption and fraud.

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

IN WITNESS WHEREOF, County and Office have executed this First Amendment, or have caused the same to be executed by their authorized representatives, as of the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

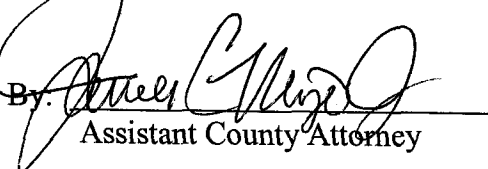
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

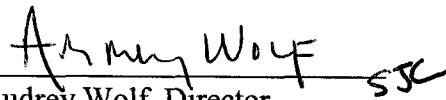
By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

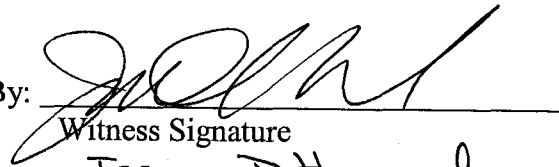
**APPROVED AS TO TERMS AND
CONDITIONS:**

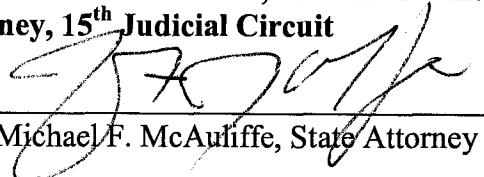
By: 
Assistant County Attorney

By:  *SW*
Audrey Wolf, Director
Facilities Development & Operation

ATTEST:

**STATE OF FLORIDA, Office of the State
Attorney, 15th Judicial Circuit**

By: 
Witness Signature
Jeane D. Howard
Print Witness Name

By: 
Michael F. McAuliffe, State Attorney