

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2009-0559 dated April, 7, 2009 (the "Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Town of Lantana, a municipal corporation of the State of Florida ("Town").

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

1. The term of the Agreement, expires on April 7, 2013, and shall be retroactively extended to April 7, 2017, pursuant to the exercise of the first, four (4) year renewal option.
2. Attachment 1 to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment 1 attached hereto and made a part hereof.
3. Attachment 2 and Attachment 3 to the Agreement are hereby deleted in their entirety.
4. Section 1.027 of the Agreement is deleted in its entirety and replaced with the following:

1.027 System Administrator: An employee within the County's Electronic Services and Security Division of the Department of Facilities Development & Operations Department 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.

5. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Network Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment 1 hereto, identifies the general procedures for the management of the system and procedures for input into operating and technical policy development.

6. Section 3.01 of the Agreement is deleted in its entirety and replaced with the following:

3.01 The County's 800 MHz Trunked Radio System and Microwave System consists of ten (10) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.

7. Section 4.043 shall be added to the Agreement as follows:

4.043 All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Town and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Town agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time.

8. Section 4.07 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.

9. Section 10.05 of the Agreement is modified by deleting the reference to "within the time frames identified in Attachment 2 and replacing it with "pursuant to the Policies and Procedures referenced on Attachment 1 hereto".

10. Section 10.06 of the Agreement is deleted in its entirety and replaced with the following:

10.06 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment 1, as may be amended and updated from time to time.

11. Section 13 of the Agreement is amended by replacing the reference to "two (4) year terms" with "two (2) additional terms of four (4) years each".

12. Section 13 of the Agreement is further amended by deleting the last sentence and replacing it with the following:

Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

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

SECTION 21: 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.

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

SECTION 23: NO THIRD PARTY BENEFICIARY

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

15. 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 Town 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.

ATTEST:

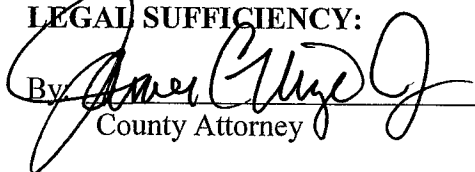
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

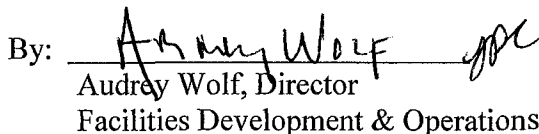
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Steven L Abrams, Mayor

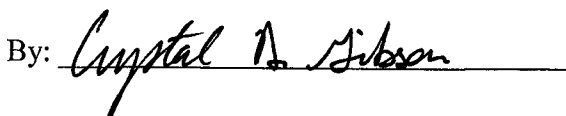
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: 
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

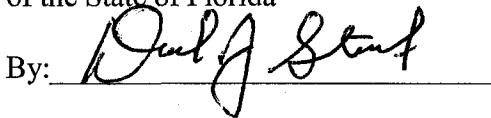
By: 
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

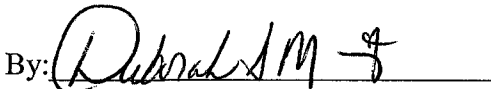
By: 

Crystal Gibson, Town Clerk

Town of Lantana, a municipal corporation
of the State of Florida

By: 

David J. Stewart, Mayor

By: 

Deborah S. Manzo, Town Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 

R. MAX LOHMAN, Town Attorney

Attachment 1

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
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. Network Maintenance and Administration Plan	June 6, 2002