

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2012-0565 dated April 17, 2012, 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 United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, a Federal Agency ("ATF").

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

1. The term of the Agreement expired on April 16, 2017, and shall be retroactively extended to April 16, 2022 pursuant to the exercise of the first five (5) year renewal option.
2. 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 dated June 6, 2002, 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.

3. 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 R98-2006D 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. ATF shall be notified of scheduled preventative maintenance pursuant to the policies and procedures referenced on Attachment I hereto.

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

SECTION 17: 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.

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 ATF.

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

SECTION 19: NONDISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization 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.

ATF has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if ATF does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that ATF will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

7. Except as modified by this First 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

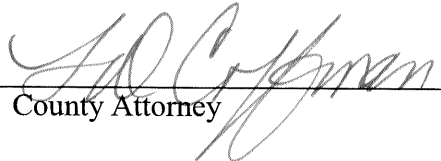
PALM BEACH COUNTY, a political
subdivision of the State of Florida

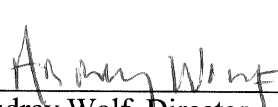
By: _____
Deputy Clerk

By: _____
_____, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

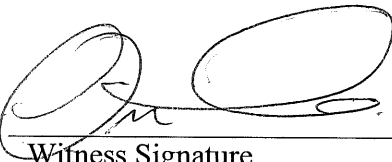
APPROVED AS TO TERMS AND
CONDITIONS:

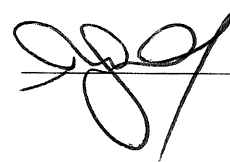
By:  _____
County Attorney

By:  _____
my Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

UNITED STATES DEPARTMENT OF
JUSTICE, BUREAU OF ALCOHOL,
TOBACCO, FIREARMS AND
EXPLOSIVES, a Federal Agency

By:  _____
Witness Signature

By:  _____

Victor R. Randou

Witness Printed Name

Peter J. Forcelli Special Agent in Charge - Miami

Print Name and Title

Attachment I

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. System Maintenance and Administration Plan	June 6, 2002
