

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT to Amended and Restated Agreement R2019-0211, dated February 5, 2019 (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 Highland Beach, 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 is renewed beginning on February 5, 2024 and continuing through February 4, 2029, pursuant to the exercise of the first of two (2) five (5) years renewal options.

2. Section 2.03 is deleted in its entirety and replaced with the following:

2.03 Town Equipment: Also known as “agency radios,” are Town owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County’s System.

3. Section 5.01 is deleted in its entirety and replaced with the following:

5.01 Town Equipment. The Town’s equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County’s System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Town. The Town is required to keep its equipment in proper operating condition and the Town is responsible for maintenance of its radio equipment.

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

2.07 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County’s Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Town represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Town is not self-insured, Town shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Town purchase excess liability coverage, Town agrees to include County as an Additional Insured.

The Town agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Town contract with a third-party (Contractor) to perform any service related to the Agreement, Town shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Town and County as Additional Insureds. Town shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Town shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Town of its liability and obligations under this Agreement.

SECTION 25: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Town hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Town Council.

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Town 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 Town'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.

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

5. 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 the 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:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
County Attorney

By: _____
Isamì Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

**THE TOWN OF HIGHLAND BEACH,
a municipal corporation of the State of
Florida.**

By: _____
Lanelda Gaskins, Town Clerk

By: _____
Natasha Moore, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____

Print Name and Title