

## FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

**THIS FIRST AMENDMENT** to Amended and Restated Agreement R2019-0843 dated June 18, 2019 (the “Agreement”), is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and City of Coconut Creek, a municipal corporation of the State of Florida, (“Municipality”).

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

1. The term of the Agreement is renewed beginning on June 18, 2024 and continuing through June 17, 2029, pursuant to the exercise of the first renewal option for five (5) years.

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

**2.03 Municipality Equipment:** Also known as “agency radios,” are Municipality 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 of the Agreement is deleted in its entirety and replaced with the following:

**5.01 Municipality Equipment.** The Municipality’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 Municipality. The Municipality will be required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

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

### **SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY**

26.01 Municipality 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 Municipality’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 Municipality 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 Municipality 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:**

**CITY OF COCONUT CREEK, Florida**

By: \_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

By: \_\_\_\_\_  
Sheila N. Rose, City Manager

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

By: \_\_\_\_\_  
Terrill C. Pyburn, City Attorney