

First Amendment to Interlocal Agreement

Between

SHERIFF OF BROWARD COUNTY

And

CITY OF COCONUT CREEK

This First Amendment "Amendment" to the Interlocal Agreement by and between Sheriff of Broward County and the City of Coconut Creek dated November 14, 2012 ("ILA") is made and entered into this _____ day of _____, 2015 by and between BROWARD COUNTY SHERIFF'S OFFICE, hereinafter referred to as "BSO" and the CITY OF COCONUT CREEK, FLORIDA, hereinafter referred to as "City".

WHEREAS, on November 14, 2012, City, acting through its City Commission, approved the ILA for delivery of Fire Protection and Emergency Medical Services by City within a certain portion of unincorporated Broward County known as Hillsboro Pines and Hillsboro Ranches, and

WHEREAS, the ILA provides for an initial three (3) year term from the date of execution of the ILA until September 30, 2015 and then it provides for automatic renewals each year for four (4) years until terminated in writing; and

WHEREAS, the ILA references an outdated Agreement between the City of Coconut Creek and Margate as Exhibit "A" to the ILA; and

WHEREAS, the parties desire to substitute an updated Agreement between the City of Coconut Creek and the City of Margate as an amended Exhibit "A"; and

WHEREAS, this Amendment is in the best interest of the City and citizens of Coconut Creek.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The parties agree that Exhibit "A" shall be amended to provide a copy of the updated Agreement (Amendment No. 2 to the Interlocal Agreement between the City of Coconut Creek and the City of Margate providing for delivery of Emergency

Medical and Fire Protection Services by the City of Margate) between the City of Coconut Creek and the City of Margate dated October 1, 2015.

3. Section 6.1 of the ILA shall be amended to read:

6.1 For the period of October 1, 2012 through September 30, 2015 and any renewal period thereafter, BSO shall pay CITY on a quarterly basis, an amount equal to the fire assessment fees collected by the Broward County Property Appraiser for the unincorporated properties within the area described in Exhibit "B" for the provision of emergency medical and fire protection services rendered by CITY pursuant to this Interlocal Agreement for the period referenced above. The parties recognize and acknowledge that although the agreement will be fully executed subsequent to October 1, 2012, the payments to the CITY will be retroactive to October 1, 2012.

4. Except to the extent modified herein, all other terms and conditions of the ILA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on this _____ day of _____, 2015.

BSO

SHERIFF OF BROWARD COUNTY

By: _____

Date: _____

Printed Name: _____

Approved as to form and legal sufficiency
Subject to execution by the parties:

By: _____

Date: _____

Printed Name: _____

CITY

Attest:

City of Coconut Creek

Leslie Wallace May, City Clerk

By: _____
Mary C. Blasi, City Manager

Date: _____

Approved as to Form:

By: _____
Terrill C. Pyburn, City Attorney