

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY AND BETWEEN
THE CITY OF GREENACRES AND THE CITY OF ATLANTIS

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this ___ day of _____, 2021, by and between the City of Greenacres (hereinafter "Greenacres"), a Florida municipal corporation, and the City of Atlantis (hereinafter "Atlantis"), a Florida municipal corporation, for fire protection and emergency medical services (collectively, the "Parties").

WHEREAS, on May 16, 2012, the Parties entered into an Interlocal Agreement for Fire Protection and Emergency Medical Services (hereinafter "Agreement"); and

WHEREAS, the Parties have decided to amend said Agreement.

NOW, THEREFORE, Atlantis and Greenacres, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

1. Section 6 of the Agreement is hereby deleted and replaced with the following:

SECTION 6. TERM

- a. The term of this Agreement shall be for an eleven (11) year period commencing at 12:01 a.m. on October 1, 2021 and expiring at 11:59 p.m. September 30, 2032. Thereafter, this Agreement shall automatically renew for an additional five (5) year period, without further action of the Parties, unless either Party shall notify the other in writing on or before March 1st of any year prior to the final year of its intent not to renew. This Agreement shall not be terminated by either Party, at any time during its term or any renewal thereof, unless either Party shall default on any of its material obligations and fail to cure said default in accordance with this Agreement.

2. Section 7(b) and (c) of the Agreement is hereby deleted and replaced with the following Section 7(b):

SECTION 7. COST FOR SERVICES

- b. Atlantis agrees to pay Greenacres during the first year of the Agreement (October 1, 2021 through September 30, 2022) an annual service fee amount of: \$1,017,668.00 (the "Annual Service Fee").

The Parties agree that the amount of the Annual Service Fee will be adjusted annually effective October 1 of each succeeding year of this

Agreement. The adjustment will be based on the percent change as reflected in the United States Department of Labor, Consumer Price Index (CPI), for All Urban Consumers, All Items, for the Miami-Fort Lauderdale area (the "Interlocal CPI"), from February of the prior year to February of the current year, or three percent (3%) whichever is greater.

If due to unfunded mandates of Federal, State or county government and to address any unforeseen events or contingencies that increase Greenacres' cost for providing services under this Agreement, the annual service fee shall be adjusted by mutual agreement of the parties in addition to the annual adjustment set forth herein.

3. Section 11 of the Agreement is hereby amended to read as follows:

SECTION 11. ENFORCEMENT COSTS; WAIVER OF JURY TRIAL.

Any cost or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the parties hereto, regardless of which party prevails. **Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents.**

4. A new Section 17 is hereby added to the Agreement as follows:

SECTION 17. SURVIVABILITY.

Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination.

5. A new Section 18 is hereby added to the Agreement as follows:

SECTION 18. PALM BEACH COUNTY INSPECTOR GENERAL.

In accordance with Palm Beach County ordinance number 2011-009, this Agreement, as amended from time to time, may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Parties should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

6. This First Amendment to Interlocal Agreement shall have an effective date of October 1, 2021.

7. ENTIRE AGREEMENT. The Parties agree that the Agreement and this First Amendment to Interlocal Agreement set forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment to Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties

hereto. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives do hereby execute this First Amendment to the Interlocal Agreement on the date first written above.

CITY OF GREENACRES:

ATTEST:

BY: _____
Joel Flores, Mayor

BY: _____
Quintella Moorer, City Clerk

Approved as to form and legal
Sufficiency:

Glen J. Torcivia, Esquire
City Attorney

CITY OF ATLANTIS:

ATTEST:

BY: _____
Michael La Coursiere, Mayor

BY: _____
Kristen Puhalainen, City Clerk

Approved as to form and legal
Sufficiency:

Keith W. Davis, Esquire
City Attorney