

**FIRST AMENDMENT TO THE INTERLOCAL SERVICE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH AND THE TOWN OF HIGHLAND**

THIS FIRST AMENDMENT TO THE INTERLOCAL SERVICE AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE TOWN OF HIGHLAND BEACH entered into on this ____ day of _____, 2020, by and between the **CITY OF DELRAY BEACH, FLORIDA (“City of Delray Beach”)**, a Florida municipal corporation, and the **TOWN OF HIGHLAND BEACH, FLORIDA (“Town of Highland Beach”)**, a Florida municipal corporation (collectively referred to as “Parties,” or each may be individually referred to as “Party”).

WITNESSETH:

WHEREAS, on July 7, 2016, the **City of Delray Beach** and the **Town of Highland Beach** (collectively, “the Parties”) entered into an Agreement for Fire and Emergency Medical Services (the “Agreement”) to provide fire-fighting services, emergency medical equipment, and personnel to the **Town of Highland Beach**; and

WHEREAS, the Parties desires to amend the Agreement in order to add one (1) additional certified Fire Fighter to Fire Station at 3612 South Ocean Boulevard, Highland Beach, Florida; and

WHEREAS, Section 163.01, Florida Statutes, authorizes execution of interlocal agreements to provide for such aid and assistance; and

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. The recitations set forth above are hereby incorporated herein.
2. Section 3.7 of the Agreement is hereby amended as follows:

3.7 The City of Delray Beach will daily assign a complement of ~~five (5)~~ six (6) certified Fire Fighters, including a Company Officer, an Apparatus Driver/Engineer, and ~~three (3)~~ four (4) Fire Fighters to the Fire Station at 3612 South Ocean Boulevard, Highland Beach, Florida. A minimum of ~~three (3)~~ four (4) of these personnel shall also be Certified Paramedics. The City of Delray Beach shall provide one (1) Fire Suppression Apparatus/Ladder Truck and one (1) Paramedic Rescue Vehicle meeting the specifications of the City of Delray Beach Fire-Rescue Department. Both units shall be equipped and staffed at the Advanced Life Support level. The personnel and the specified

apparatus and equipment assigned thereto may be used at any and all times by the City of Delray Beach Fire-Rescue Department to support its mission and responsibilities on a system-wide basis. The City of Delray Beach is responsible to provide emergency response coverage on a system-wide basis subject to availability of resources. The City shall provide the Town with such additional personnel and equipment as reasonably necessary to respond to emergencies and other calls for service in the Town, subject to the availability of resources.

3. Section 4.3, Subsection (A), of the Agreement is hereby amended as follows:

4.3 The Town of Highland Beach agrees to pay the City of Delray Beach, during the term of this Agreement, an annual service fee (“service fee”) for the emergency and administrative services enumerated in this Agreement. Cost projections pertaining to the annual service fee shall be provided to the Town of Highland Beach by the City of Delray Beach on or before June 1st of each year and are proportionate to the City of Delray Beach’s proposed total annual Fire-Rescue budget. Upon final approval by the City of Delray Beach City Commission of its annual budget, the projected annual service fee shall be adjusted as needed to reflect the actual, approved Fire-Rescue budget. The service fee shall be the total of personnel salaries, overtime, fringe benefits, operating/overhead expenses, vehicle apparatus costs, and such other costs and expenses as provided for below.

A. Salaries: Personnel consists of ~~22.5~~ 26.5 positions within the Delray Beach Fire-Rescue Department (“Department”) to include 4.5 Captain positions, 4.5 Driver/Engineer position, ~~43.0~~ 17.0 Fire Fighter / Paramedic positions and .5 Fire Captain/Inspector positions. Salary will be computed annually using the then “in rank” average of individuals employed by the Department.

B.- H. No changes.

4. All other terms and conditions of the Agreement not in conflict with this First Amendment shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed this Amendment Number 1 to the Interlocal Service Agreement between the City of Delray Beach and the Town of Highland Beach by their duly authorized officers on this ____ day of _____, 2020.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

Shelly Petrolia, Mayor

Approved as to Form:

Lynn Gelin, City Attorney

ATTEST:

TOWN OF HIGHLAND BEACH, FLORIDA

City Clerk

Douglas Hillman, Mayor

Approved as to Form:

Town Attorney