

**AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND THE TOWN OF GULF STREAM**

THIS AMENDMENT NO. 2 to the Interlocal Agreement with the Town of Gulf Stream is made this 4th day of June, 2019, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (the "City"), and the **TOWN OF GULF STREAM**, ("Town").

WITNESSETH:

WHEREAS, the **City** and the **Town** entered into an Interlocal Agreement for Fire-Rescue Services on July 14, 2009 for a term of ten years commencing on October 1, 2009 and expiring on September 30, 2019 with the option to renew for additional five (5) year terms upon the mutual agreement of the parties in writing; and

WHEREAS, the parties mutually desire to exercise their option to renew the Agreement for an additional five years.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The parties hereby represent that the above recitals are hereby incorporated as if fully set forth herein.

2. **Revision.** Paragraph 19 of the Agreement is amended to read as follows:

19. The term of this Agreement shall be for ~~ten (10)~~ five (5) years beginning October 1, ~~2009~~ 2019 and extending through midnight on September 30, ~~2019~~ 2024 with option to renew for additional periods of five (5) years each upon the mutual agreement of both parties hereto in writing.

3. **Full Force and Effect.** All other terms and conditions of the Interlocal Agreement Service Agreement between the City of Delray Beach and the Town of Gulf Stream

Return to City of Delray Beach to receive c. 10/1/11 office 100 NW 1st Ave Delray Beach, FL 33444



FILE NUM 20130064383 OR BOOK PAGE 257850532 DATE: 02/11/2013 13:22:33 Pgs 0532 - 533; (2pgs)
Sharon R. Bock, CLERK & COMPTROLLER

AMENDMENT NO. 1 TO INTERLOCAL SERVICE AGREEMENT DATED JULY 14, 2009, BETWEEN THE TOWN OF GULF STREAM AND THE CITY OF DELRAY BEACH FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES

THIS AMENDMENT NO. 1 to the Interlocal Agreement is entered into by and between the **CITY OF DELRAY BEACH, FLORIDA**, ("City") and **THE TOWN OF GULF STREAM, FLORIDA** ("Town") on this 4th day of ^{October} ~~August~~, 2011.

WITNESSETH

WHEREAS, the parties desire to amend the Interlocal Agreement entered into on July 14, 2009 in order to provide for a change in the service fee charged due to the annexation of the area, depicted on Exhibit "A", by the Town; and

WHEREAS, due to the fact that the increase in the ad valorem taxes received by the Town will not be realized until December 2012, the parties will allow the increase in the service fee due to the annexation, for the time period, March 15, 2011 to September 30, 2012, to be paid in arrears so the onetime payment will be made prior to December 31, 2012.

NOW, THEREFORE, in consideration of the mutual covenants, stipulations and agreements herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend the Agreement to provide that effective October 1, 2012 the base rate that the Town will pay to the City is \$353,321.00 plus 5% for a total amount of \$370,987.05 for the base fee beginning on October 1, 2012. By December 31, 2012 the Town will make a onetime payment to the City in the amount of

\$57,210, which covers the increase in the service fee as a result of the annexed area for time period of March 15, 2011 to September 30, 2012.


3. All other terms and conditions of the Interlocal Agreement of July 14, 2009 not in conflict with this Amendment shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands, the day and year first above written.

ATTEST:

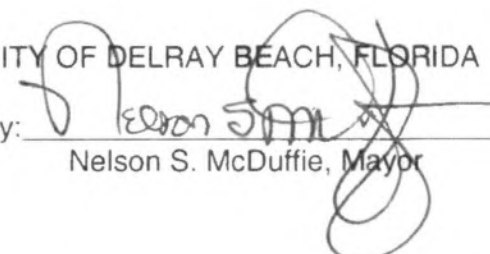

City Clerk

Approved as to legal form
And sufficiency:

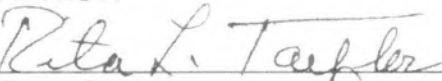

City Attorney

Date: 10/4/2011


CITY OF DELRAY BEACH, FLORIDA

By: 
Nelson S. McDuffie, Mayor

ATTEST:



Town Clerk

Approved as to legal form
And sufficiency:


Town Attorney

Date: 9-15-11

TOWN OF GULF STREAM, FLORIDA

By: 
Mayor

MEMORANDUM

To: David James, Fire-Rescue Chief
CC: Milena Walinski, Assistant Finance Director
Brian Shutt, City Attorney
File

From: Kimberly Wynn, Executive Assistant/Agenda Coordinator KW

Date: 7/21/2009

Re: Interlocal Service Agreement/Town of Gulf Stream

Attached, please find one (1) fully executed copy of the Interlocal Service Agreement with the Town of Gulf Stream for Fire-Rescue Services for your records. The agreement was approved at the July 7, 2009 Regular Commission Meeting; Item 9.D.

An original contract has been maintained in the Clerk's Department and a copy has been sent to Milena Walinski in Finance and Brian Shutt, City Attorney.

Call me at 243-7059 if you have any questions.

Thank you.

KW/kw

Attachment

RECEIVED

APR 10 2012

DELRAY BEACH
FIRE DEPT

CITY CLERK DEPARTMENT

INTERLOCAL SERVICE AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND
THE TOWN OF GULF STREAM

THIS AGREEMENT entered into on this 14th day of July, 2009 by and between the CITY OF DELRAY BEACH, FLORIDA, a Florida municipal corporation, and the TOWN OF GULF STREAM, FLORIDA, a Florida municipal corporation.

WITNESSETH:

WHEREAS, the Town of Gulf Stream presently does not maintain a Fire and Emergency Medical Services Department with fire fighting and emergency medical equipment and personnel; and,

WHEREAS, the City of Delray Beach does presently maintain such a Fire and Emergency Medical services Department with fire fighting and emergency medical equipment and personnel; and,

WHEREAS, in order to protect the health, safety and welfare of all residents of the Town of Gulf Stream and the City of Delray Beach who may be in the jurisdictional boundaries of the Town of Gulf Stream, it is deemed mutually advantageous to enter into this Agreement, providing for fire and emergency medical services by the City of Delray Beach within the municipal boundaries of the Town of Gulf Stream; and,

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

WHEREAS, the Town of Gulf Stream acknowledges that it is familiar with the facilities and equipment of the City of Delray Beach and has informed itself as to the scope and capabilities of facilities and equipment available, and does hereby accept these services and facilities as being adequate and capable for emergency and other related purposes within the incorporated area of the Town of Gulf Stream.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The City of Delray Beach, during the term of this agreement shall provide the following services to the Town of Gulf Stream through the Delray Beach Fire Department and its officers and personnel responding from City of Delray Beach Fire Stations and administrative facilities.
 - A. Fire Suppression.
 - B. Heavy Rescue and Associated Extrication.

- C. Basic and Advanced Life Support Pre-Hospital Emergency Medical Services, and emergency transportation to medical facilities. This service will be provided under the same terms and conditions as provided to the residents of the City. The residents of the Town will be responsible for payment of such services under the same terms and conditions, as are residents of the City. The City shall provide Emergency Medical Transport Services for the Town as long as the City possesses a Certificate of Public Convenience and Necessity. If for any reason the City no longer possesses a valid Certificate of Public Convenience and Necessity it shall cease to provide Emergency Medical Transport Services to the Town.
 - D. Public Fire Safety Education
 - E. Fire Prevention and Life Safety Inspections in all occupancies other than one and two family residences.
 - F. Fire code and Life Safety plans examination and review for building permits for occupancies and structures other than one and two family dwellings.
 - G. Initial Hazardous Materials Incident Response and Scene Control.
2. Initial Hazardous Materials Incident Response and scene Control. In the event the City of Delray Beach is notified by the appropriate officials in the Town of Gulf Stream, or by the public through the Police-Fire Communication Center of the City of Delray Beach, of the existence of a fire or other emergency including the need for emergency medical services within the municipal boundaries of the Town of Gulf Stream the City of Delray Beach shall supply such emergency equipment and personnel as are then reasonably available to the City of Delray Beach in the same manner as provided to the citizens of Delray Beach.
 3. The final and ultimate determination as to whether a particular notification gives rise to a life-threatening or emergency situation shall solely be the policy determination of the personnel of the City of Delray Beach.
 4. This Agreement shall not be construed to impose any obligation, duty or responsibility whatsoever on the City of Delray Beach to provide any specific types, kinds, or numbers of emergency personnel or apparatus at any fire station of the City of Delray Beach, or at any emergency scene within the Town of Gulf Stream within a specific time frame. The City of Delray Beach will dispatch and assign the closest, appropriately staffed and available vehicle(s) to emergencies within the Town of Gulf Stream.

The City will endeavor to maintain a dispatch to arrival time within seven (7) minutes.

5. The Town of Gulf Stream acknowledges its responsibility under Section 633.025, Florida Statutes, 2008, concerning minimum Fire Safety Standards. The City of Delray Beach, through its Fire Department, will conduct all necessary or mandatory fire safety inspections and inform the Town Manager of the Town of Gulf Stream of any fire safety matters which require correction. The Town of Gulf Stream shall enforce all applicable fire safety standards in a timely manner and shall report the abatement and disposition of the reported violations to the City of Delray Beach. The City of Delray Beach, through its Fire Department, will provide all necessary technical assistance to the Town of Gulf Stream in order to facilitate this process.
6. The Fire Chief of the City of Delray Beach shall have full and complete authority through the normal chain of command over the operation of Delray Beach Fire department personnel, vehicles and equipment while in the Town of Gulf Stream.
7. The Town of Gulf Stream officials and employees and citizens and residents shall not interfere with the direction, management and deployment of the Delray Beach Fire Department, its personnel or equipment at any time during fire fighting or other emergency situations.
8. All suggestions or complaints concerning services provided under this agreement shall be directed to the attention of the Fire Chief of Delray Beach, in writing, for proper administrative remedy and/or response, as the case may be. In the event the Town of Gulf Stream has a dispute with respect to the City of Delray Beach's performance hereunder, the Town of Gulf Stream, by its governing body, Mayor, Manager or other appropriate municipal official shall forward to the Chief of the Fire Department for the City of Delray Beach, the disputed matter. In the event that the disputed matter is not addressed in a manner suitable to the Town of Gulf Stream, the town shall request of the Chief of the Fire Department for the City of Delray Beach, Florida, that the disputed matter be resolved by the City Manager of the City of Delray Beach. If the disputed matter cannot be resolved by the City Manager of the City of Delray Beach, the disputed matter shall be scheduled on the next available Delray Beach City Commission meeting or workshop as the City Manager deems appropriate.
9. The parties hereto further understand and agree that a possibility exists that the Delray Beach Fire Department may receive simultaneous calls for separate accidents, fires and other public safety problems. In the event of a simultaneous occurrence of emergencies in the City of Delray Beach

and the Town of Gulf Stream, the judgment of the Fire Chief of the City of Delray Beach, or the senior Fire Department Officer on duty at the time, as to which call should receive first priority response, shall be binding upon the parties hereto and shall control actions of both parties hereto. If the City of Delray Beach can not respond to a call for assistance from the Town of Gulf Stream due to multiple calls and/or alarms in progress the caller from the Town of Gulf Stream will be so advised and all reasonable efforts will then be made by the City of Delray Beach to arrange for a suitable response from another agency or jurisdiction cooperating with the City of Delray Beach through various mutual aid agreements in effect at the time. At the time of the execution of this agreement the City of Delray Beach has Mutual Aid Agreements in effect with the Cities of Boynton Beach, Boca Raton, Palm Beach County and is a participant in the Fire-Rescue Interlocal Agreement for Governmental Agencies in Palm Beach County and the interlocal agreement for Regional Hazardous Materials Response Services. The City of Delray Beach will endeavor to notify the Town of Gulf Stream of any changes in these agreements.

10. The Town of Gulf Stream shall inspect annually all fire hydrants within its corporate limits to verify their satisfactory operation and function and agrees to repair or cause to be repaired all fire hydrants, branch valves, and sectional valves within the municipal water distribution system which could affect fire suppression operations. It is further understood that all fire hydrant threads shall conform with those used by the Delray Beach Fire Department or non-conforming threads, if any, shall be changed without delay at the expense of the Town of Gulf Stream. Inoperative fire hydrants, valves, etc. within the municipal distribution system shall be repaired without delay, but in no case later than thirty (30) days following discovery of any deficiency. Fire hydrants which are placed out of service shall be immediately reported to the City of Delray Beach Fire Department. Immediate notice shall also be given when said fire hydrants are returned to service.
11. The Town of Gulf Stream shall report all street and road closures and openings immediately to the City of Delray Beach Fire Department.
12. All exemptions from ordinance and rules, and all pension, insurance, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of the City of Delray Beach, when performing their respective functions within the territorial limits of the City of Delray Beach, Florida shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties within the Town of Gulf Stream.
13. During the term of this agreement, the City of Delray Beach shall be the sole provider of the services enumerated within the Town of Gulf Stream.

14. The Town of Gulf Stream agrees to pay the City of Delray Beach, during the term of this Agreement, a service fee for the emergency and administrative services enumerated above. The service fee is based on the annual operating budget of the City of Delray Beach for the provision of Fire Prevention, Fire Suppression, Emergency Medical Services, and related services; the population of the City of Delray Beach; and the population of the Town of Gulf Stream. This fee entitles the Town of Gulf Stream and its residents access to the previously enumerated fire department services and programs. Extraordinary events or unusual demands for services requiring personnel and/or equipment to be stationed within the corporate limits shall be billed separately by the City of Delray Beach to the Town of Gulf Stream based on the actual costs to provide these services. In the case of hazardous materials abatement and/or mitigation, these extraordinary costs shall be paid directly to the vendors or, outside contractors involved as directed by the City of Delray Beach.
15. Beginning on the effective date of this agreement, the Town of Gulf Stream shall pay to the City of Delray Beach an annual service fee of \$286,250. One twelfth of this amount will be due and payable on or before the first business day of each month. The Finance Department of the City of Delray Beach shall bill the Town of Gulf Stream for this amount on or before the 15th day of the preceding month. In the event payment is not made timely, a late charge equal to the then prevailing legal rate of interest shall be added to the Town of Gulf Stream's liability to the City of Delray Beach, Florida. Interest shall be compounded daily commencing with the first business day of each month. If payment is not received for two successive months, then upon thirty (30) days notice the City of Delray Beach, Florida, may terminate its responsibilities as provided herein.

The parties agree that the annual service fee may be adjusted to offset increased costs of providing the enumerated services and programs due to extraordinary unfunded mandates of the Federal, State or County governments.

16. The Town of Gulf Stream and the City of Delray Beach agree that the service fee shall be adjusted annually based on the "All Urban Consumers - United States" April Consumer Price Index (CPI) or an increase of five percent (5.0%), whichever is greater. The projected annual service fee adjustment will be reported to the Town Manager of the Town of Gulf Stream on or before July 15th of each year and will become effective on October 1st.

17. All notifications of claims shall be provided in writing to the respective Town Manager and City Manager of the parties hereto. This does not apply to notifications of necessity for supplying of emergency services which are the subject of this Agreement.
18. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral, including the 1983 "Emergency Medical Services Agreement". This agreement may only be amended or modified in writing and executed by all parties to this Agreement, except as previously provided above with the annual service fee.
19. The term of this Agreement shall be for ten (10) years beginning October 1, 2009 and extending through midnight on September 30, 2019 with options to renew for additional periods of five (5) years each upon the mutual agreement of both parties hereto in writing.
20. This agreement may be terminated for good cause only in the event of breach of its terms or in the event of the inability of the City of Delray Beach to provide the services specified herein. In the event that either party desires to terminate this agreement for good cause resulting from the breach of its terms, the party alleging the breach shall give notice of its intent to terminate this agreement at the end of a contract year upon submission to the other party. Said notice shall be in writing and shall be given at least six (6) months prior to the end of any twelve month period which commences on October 1st and terminates on September 30th of the subsequent year. If an impasse arises as to whether either party has breached this agreement, each party shall select an independent party to act as an arbitrator, and the two arbitrators selected by the parties shall select a third arbitrator and the arbitrators by majority vote shall decide whether the party has breached this agreement and shall also decide any other dispute arising hereunder. Said arbitrators shall act in accordance with the rules of the American Arbitration Association and the parties hereby agree that they shall be bound by the decision of the arbitrators. In the event of termination for cause resulting from the inability of the City of Delray Beach to provide the services specified pursuant to the terms of this agreement, the City of Delray Beach shall provide the Town of Gulf Stream at least six (6) months notice prior to the end of any twelve month period which commences on October 1st and terminates on September 30th of the subsequent year. Any inability to provide the services specified in this agreement shall be substantiated only upon a clear showing by the City of Delray Beach of a similar inability to provide said services for the residents of the City of Delray Beach.
21. Any cost of expenses (including reasonable attorney's fees) associated with litigation concerning the terms and conditions of this agreement shall

be borne by the non-prevailing party, provided however, that this clause pertains only to the parties of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this 14th day of July, 2009.

ATTEST:

By: Charles D. Nubari
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: [Signature]
Mayor

Approved as to form:

By: [Signature]
City Attorney

ATTEST:

By: Rita L. Taylor
City Clerk

TOWN OF GULF STREAM, FLORIDA

By: [Signature]
Mayor

Approved as to form:

By: _____
City Attorney

Memorandum

To: Catherine Kozol, Police Legal Advisor

File

From: Lanelda Gaskins, Executive Assistant/Agenda Coordinator



Date: 11/27/2007

Re: Police and Fire Communications Agreement/Town of Gulf Stream, Florida

Attached please find three (3) original partially executed ***Police and Fire Communications Agreement between the City and the Town of Gulf Stream, Florida for the use of the Police Department's police and fire dispatching and communications services***, which was approved at the November 20, 2007 Regular Commission Meeting.

Please have the agreements executed by the Town of Gulf Stream, Florida and return one (1) fully executed original to the City Clerk's Office.

Please call me at 243-7059 if you have any questions.

Thank you.

LG/lq

Attachment

3. Contract award to Baker's Transport Services (BTS) in an amount not to exceed \$300,000.00 for hauling and disposal of liquid lime slurry from the Water Treatment Plant. Funding is available from 441-5122-536-34.90 (Water and Sewer Fund: Other Contractual Services).
4. Contract award to Line-Tec, Inc. in the amount of \$98,638.00 for installing water meters and connecting customers on the Barrier Island to the Reclaimed Water System. Funding is available from 441-5161-536-49.23 (Water and Sewer Fund: Other Current Charges/OB/Reclaim Water Distribution System).
5. Contract award to Line-Tec, Inc. in the amount of \$205,000.00 for three projects: Water Service Relocations, Water Meter Replacements-Contract Services and Fire Hydrant Flow Testing. Funding is available from 442-5178-536-49.33 (Water and Sewer Renewal & Replacement Fund: Other Current Charges/OB/ Water Service Relocation), 442-5178-536-52.34 (Water and Sewer Renewal & Replacement Fund: Operating Supplies/Water Meter Replacement Contract Service) and 441-5123-536-34.90 (Water and Sewer Fund: Other Contractual Services).
6. Contract award to Rosso Paving and Drainage, Inc. in the amount of \$92,699.00 for construction of drainage improvements on Palm Trail. Funding is available from 448-5461-538-68.69 (Storm Water Utility Fund: Other Improvement/Palm Trail Drainage).
7. Purchase award to Sensus USA, Inc. in an amount not to exceed \$500,000.00 for small water meters. Funding is available from 442-5178-536-61.81 (Water & Sewer Renewal & Replacement Fund: Land/Water Meter Replacement Program).

9. **REGULAR AGENDA:**

- AA. **AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT/TOWN OF GULF STREAM:** Approve Amendment No. 1 to the Interlocal Agreement with the Town of Gulf Stream to provide for an increase in the fee paid to the City based upon the Town's annexation of additional property. (Motion to approve; Approved, 4-1. Commissioner Frankel dissenting)
- A. **WAIVER REQUEST/DECK 84:** Consider a waiver request to Land Development Regulations (LDR) Section 4.4.13 (F)(4)(a)(2), "Front Setbacks", to reduce the required front setback from five feet (5') to eight inches (8"), to allow for the installation of a support column and knee wall associated with new sliding glass doors in the same location as existing windows for Deck 84 located at 840 East Atlantic Avenue. (*Quasi-Judicial Hearing*) (Motion to adopt board order as presented; Approved, 5-0)



MEMORANDUM

TO: Mayor and City Commissioners

FROM: R. Brian Shutt, City Attorney

DATE: September 27, 2011

SUBJECT: AGENDA ITEM 8.J. - REGULAR COMMISSION MEETING OF OCTOBER 4, 2011
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT/TOWN OF GULF STREAM

ITEM BEFORE COMMISSION

The attached amendment between the City and the Town of Gulf Stream provides for an increase in the fee paid to the City based upon the Town's annexation of additional property.

BACKGROUND

The City entered into an Interlocal Agreement with the Town of Gulf Stream on July 14, 2009, to provide fire and emergency medical services to the Town. The initial fee was based upon the fire operations budget, of the City, as well as the populations of the City and the Town. The increase in the service fee charged is based upon the increase in population of the Town resulting from the annexation of additional property earlier this year by the Town. The increase, based upon the population of the annexed area, will begin on the annexation date, March 15, 2011, however the payment increase for the period from March 15, 2011 to September 30, 2012 will not be required to be made to the City until December 31, 2012. Starting on October 1, 2012, the Town's monthly fee payment will reflect the increased fee due to the annexed area. The terms of this Amendment were previously discussed and approved at the August 2, 2011 Commission meeting.

RECOMMENDATION

Staff recommends approval of this Amendment No. 1.

TOWN OF GULF STREAM
PALM BEACH COUNTY, FLORIDA

RECEIVED
SEP 23 2011
CITY MANAGER

COMMISSIONERS

WILLIAM F. KOCH, JR. Mayor
JOAN K. ORTHWEIM, Vice Mayor
FRED S. DEVITT III
CHRIS D. WHEELER
MIGUEL J. ANDERSON



Telephone
(561) 279-6110
Fax
(561) 737-0168
Town Manager
WILLIAM H. THRASHER
Town Clerk
RITA L. TAYLOR

Brian Shutt

September 22, 2011

David Hardin, City Manager
City of Delray Beach
100 N.W. First Avenue
Delray Beach, FL 33444

Dear Mr. Harden:

Please find enclosed two original copies of Amendment No. 1 to the Interlocal Service Agreement dated July 14, 2009. This was approved and executed at the meeting of the Town Commission that was held September 15, 2011.

Please return one fully executed to the undersigned.

Thanks for your help with this.

Very truly yours,

Rita

Rita L. Tahlor
Town Clerk

Encl.

RECEIVED
SEP 23 2011
CITY ATTORNEY

100 SEA ROAD, GULF STREAM, FLORIDA 33483

Memorandum

To: Brian Shutt, City Attorney
CC: Milena Walinski, Assistant Finance Director
File
From: Kimberly Wynn, Executive Assistant/Agenda Coordinator
Date: 10/7/2011
Re: Amendment No. 1 to the Interlocal Agreement/ Town of Gulf Stream

Attached is one (1) Amendment No. 1 to the Interlocal Agreement with the Town of Gulf Stream to provide for an increase in the fee paid to the City based upon the Town's annexation of additional property. This item was approved by Commission at the October 4, 2011 Regular Meeting; Item 8.J. → 9.AA.

An original will be maintained on file with the City Clerk's Office and a copy sent to Milena Walinski, Assistant Finance Director.

Please call me at 243-7059 if you have any questions. Thanks.

KW
Attachments

AMENDMENT NO. 1 TO INTERLOCAL SERVICE AGREEMENT DATED JULY 14, 2009, BETWEEN THE TOWN OF GULF STREAM AND THE CITY OF DELRAY BEACH FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES

THIS AMENDMENT NO. 1 to the Interlocal Agreement is entered into by and between the CITY OF DELRAY BEACH, FLORIDA, ("City") and THE TOWN OF GULF STREAM, FLORIDA ("Town") on this 14th day of ~~August~~ ^{October}, 2011.

WITNESSETH

WHEREAS, the parties desire to amend the Interlocal Agreement entered into on July 14, 2009 in order to provide for a change in the service fee charged due to the annexation of the area, depicted on Exhibit "A", by the Town; and

WHEREAS, due to the fact that the increase in the ad valorem taxes received by the Town will not be realized until December 2012, the parties will allow the increase in the service fee due to the annexation, for the time period, March 15, 2011 to September 30, 2012, to be paid in arrears so the onetime payment will be made prior to December 31, 2012,

NOW, THEREFORE, in consideration of the mutual covenants, stipulations and agreements herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend the Agreement to provide that effective October 1, 2012 the base rate that the Town will pay to the City is \$353,321.00 plus 5% for a total amount of \$370,987.05 for the base fee beginning on October 1, 2012. By December 31, 2012 the Town will make a onetime payment to the City in the amount of

\$57,210, which covers the increase in the service fee as a result of the annexed area for time period of March 15, 2011 to September 30, 2012.

3. All other terms and conditions of the Interlocal Agreement of July 14, 2009 not in conflict with this Amendment shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands, the day and year first above written.

ATTEST:

Wendell D. Nelson
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: Nelson S. McDuffie
Nelson S. McDuffie, Mayor

Approved as to legal form
And sufficiency

[Signature]
City Attorney

Date: 10/4/2011

ATTEST:

Rita L. Taylor
Town Clerk

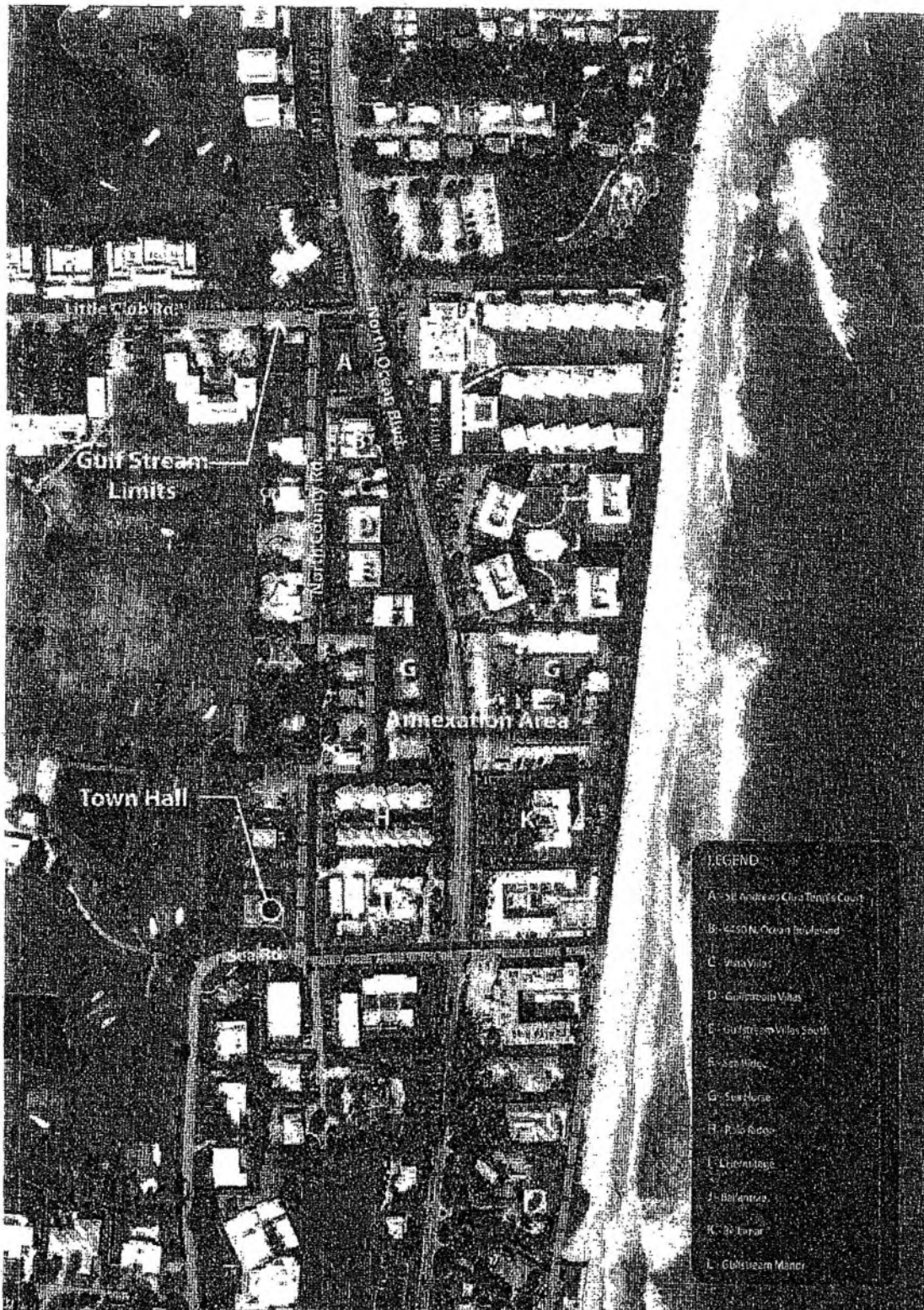
TOWN OF GULF STREAM, FLORIDA

By: William F. Koch
Mayor

Approved as to legal form
And sufficiency

[Signature]
Town Attorney

Date: 9-15-11



Town of Gulf Stream Annexation Map



urban
design
kilday
STUDIOS

CITY OF DELRAY BEACH



1993
2001

June 26, 2013

® William Thrasher, Town Manager
Town of Gulfstream
100 Sea Road
Gulfstream, Florida 33444

100 N.W. 1st AVENUE

• DELRAY BEACH, FLORIDA 33444

• 561/243-7000

Subject: Consumer Price Notification

The City of Delray Beach is presently providing fire and emergency medical services to the Town of Gulfstream per the Inter-local Agreement effective October 1, 2009 and amended on October 4, 2011. Per this Inter-local Agreement, the annual service fee shall be adjusted annually on October 1st based on the "All Urban Consumers-United States April Consumer Price Index" in April or 5%, whichever is greater. I have attached the CPI report advising of a 1.1% increase.

Therefore, beginning October 1, 2013 the annual service fee shall increase by 5% bringing the new total annual service fee to \$389,536.40 per amendment 1 of the agreement. The City of Delray Beach Finance Department will invoice you accordingly.

If you have any questions concerning this, please contact Lisa Herrmann, Budget Officer, at 561-243-7128.

Very truly yours,

City of Delray Beach

Louie Chapman, Jr.
City Manager

C: Danielle Connor, Fire Chief
Dolores Egan, Accounting Specialist

CONSUMER PRICE MOVEMENTS APRIL 2013

The Consumer Price Index for All Urban Consumers (CPI-U) decreased 0.4 percent in April on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 1.1 percent before seasonal adjustment.

As was the case in March, a sharp decrease in the gasoline index was the primary cause of the decline in the seasonally adjusted all items index. The fuel oil index also declined while the electricity and natural gas indexes increased; the net result was a 4.3 percent decrease in the energy index. The food index, unchanged in March, rose 0.2 percent in April.

The index for all items less food and energy increased 0.1 percent in April, the same increase as in March. The indexes for shelter, used cars and trucks, new vehicles, and tobacco all increased in April. These increases were partially offset by declines in the indexes for apparel, airline fares, and recreation.

The all items index increased 1.1 percent over the last 12 months, the smallest 12-month increase since November 2010. The index for all items less food and energy increased 1.7 percent over the span; this was its smallest 12-month increase since June 2011. The food index rose 1.5 percent while the energy index declined 4.3 percent.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un- adjusted 12-mos. ended Apr. 2013
	Oct. 2012	Nov. 2012	Dec. 2012	Jan. 2013	Feb. 2013	Mar. 2013	Apr. 2013	
All items	0.2	-0.2	0.0	0.0	0.7	-0.2	-0.4	1.1
Food	2	2	2	0	1	0	2	1.5
Food at home	3	3	2	0	1	-1	1	1.0
Food away from home ¹	-1	-1	-1	-1	1	2	3	2.3
Energy	-1	-3.4	-8	-1.7	5.4	-2.5	-4.3	-4.3
Energy commodities	-1	-5.7	-1.5	-3.0	8.8	-4.1	-7.9	-8.1
Gasoline (all types)	-1	-6.0	-1.9	-3.0	9.1	-4.4	-8.1	-8.3
Fuel oil ¹	1.1	-2	0	-2	3.1	-2.1	-4.4	-5.6
Energy services	2	5	3	4	5	-2	1.4	2.6
Electricity	3	4	2	1	3	-8	5	1.1
Utility (piped) gas service	-2	1.5	-7	-1.7	1.2	1.0	4.4	7.6
All items less food and energy	-2	-1	-1	-3	2	-1	-1	1.7
Commodities less food and energy	0	-1	-1	-2	0	-1	0	-1
New vehicles	-1	3	2	1	-3	1	3	1.2
Used cars and trucks	-7	-4	-3	2	8	1.2	6	-6
Apparel	6	-5	-1	8	-1	-1.0	-3	3
Medical care commodities	-1	-3	-3	1	-4	1	1	7
Services less energy services	-2	-2	-2	-3	2	2	1	2.3
Shelter	-2	-2	-1	2	2	2	2	2.2
Transportation services	8	-2	4	5	1	2	-2	2.5
Medical care services	-1	3	3	2	3	3	-1	3.4

¹ Not seasonally adjusted.

Consumer Price Index Data for April 2013

Food

The food index increased 0.2 percent in April after being unchanged in March. The index for food at home turned up in April, increasing 0.1 percent after declining 0.1 percent the prior month. Four of the six major grocery store food group indexes increased in April. The largest increase was for the cereals and bakery products index, which rose 0.6 percent. The indexes for meats, poultry, fish, and eggs, and for other food at home both increased 0.4 percent, while the nonalcoholic beverages index rose 0.3 percent. In contrast, the index for fruits and vegetables fell 1.4 percent in April as the indexes for fresh fruits and fresh vegetables both declined for the second straight month. The index for dairy and related products was unchanged in April after declining in February and March. Over the last 12 months, the food at home index has risen 1.0 percent with all the major component groups increasing over that span except nonalcoholic beverages, which fell 0.2 percent. The index for food away from home increased 0.3 percent in April; this was its largest increase since August and it has risen 2.3 percent over the past year.

CONSUMER PRICE MOVEMENTS APRIL 2013

The Consumer Price Index for All Urban Consumers (CPI-U) decreased 0.4 percent in April on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 1.1 percent before seasonal adjustment.

As was the case in March, a sharp decrease in the gasoline index was the primary cause of the decline in the seasonally adjusted all items index. The fuel oil index also declined while the electricity and natural gas indexes increased; the net result was a 4.3 percent decrease in the energy index. The food index, unchanged in March, rose 0.2 percent in April.

The index for all items less food and energy increased 0.1 percent in April, the same increase as in March. The indexes for shelter, used cars and trucks, new vehicles, and tobacco all increased in April. These increases were partially offset by declines in the indexes for apparel, airline fares, and recreation.

The all items index increased 1.1 percent over the last 12 months, the smallest 12-month increase since November 2010. The index for all items less food and energy increased 1.7 percent over the span; this was its smallest 12-month increase since June 2011. The food index rose 1.5 percent while the energy index declined 4.3 percent.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un- adjusted 12-mos. ended Apr. 2013
	Oct. 2012	Nov. 2012	Dec. 2012	Jan. 2013	Feb. 2013	Mar. 2013	Apr. 2013	
All items	0.2	-0.2	0.0	0.0	0.7	-0.2	-0.4	1.1
Food	2	2	2	0	1	0	2	1.5
Food at home	3	3	2	0	1	-1	1	1.0
Food away from home ¹	-1	-1	-1	-1	1	2	3	2.3
Energy	-1	-3.4	-8	-1.7	5.4	-2.6	-4.3	-4.3
Energy commodities	-1	-5.7	-1.5	-3.0	8.8	-4.1	-7.9	-8.1
Gasoline (all types)	-1	-6.0	-1.9	-3.0	9.1	-4.4	-8.1	-8.3
Fuel oil ¹	1.1	-2	0	-2	3.1	-2.1	-4.4	-5.6
Energy services	2	5	3	4	5	-2	1.4	2.6
Electricity	3	4	2	1	3	-8	5	1.1
Utility (piped) gas service	-2	1.5	-7	-1.7	1.2	1.0	4.4	7.6
All items less food and energy	-2	-1	-1	-3	2	-1	-1	1.7
Commodities less food and energy	0	-1	-1	-2	0	-1	0	-1
New vehicles	-1	3	2	1	-3	1	3	1.2
Used cars and trucks	-7	-4	-3	2	8	1.2	6	-6
Apparel	6	-5	-1	8	-1	-1.0	-3	3
Medical care commodities	-1	-3	-3	1	-4	1	1	7
Services less energy services	-2	-2	-2	-3	2	2	1	2.3
Shelter	-2	-2	-1	2	2	2	2	2.2
Transportation services	8	-2	4	5	1	2	-2	2.5
Medical care services	-1	3	3	2	3	3	-1	3.4

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