

**AMENDMENT NO. 1 TO THE EMERGENCY SERVICES AGREEMENT
FOR MUTUAL ASSISTANCE AND AUTOMATIC AID BETWEEN
THE CITY OF DELRAY BEACH AND THE CITY OF BOYNTON BEACH**

THIS AMENDMENT NO. 1 to the Emergency Services Agreement For Mutual Assistance And Automatic Aid Between The City Of Delray Beach And The City Of Boynton Beach is made this _____ day of _____, 2019, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation and the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, collectively, the "Parties."

W I T N E S S E T H :

WHEREAS, the parties entered into an Emergency Services Agreement for Mutual Assistance and Automatic Aid between the City of Delray Beach and the City of Boynton Beach ("Agreement") on September 26, 2016; and

WHEREAS, the parties mutually desire to amend the Agreement in order to clarify the terms.

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

1. Section 1 of the Agreement is amended to as follows:

Section 1. Request for Aid/Assistance: Emergency mutual assistance/automatic aid or non-emergency assistance or logistical support, as outlined in Exhibit A attached hereto and incorporated herein, will be given when properly requested so long as rendering the aid and assistance requested will not place the assisting party in undue jeopardy. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature. Automatic aid shall be rendered to the extent provided for in automatic aid plans and procedures approved by the parties' Fire Chiefs pursuant to Section 3 herein. The

party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The general nature, type and location of the emergency, non-emergency or logistical support; and
- b. The type and quantity of equipment and/or personnel needed; and
- c. The name and rank of the person making the request.

All requests shall be directed through the respective parties' emergency communications center. The following officials of the participating parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

2. **Full Force and Effect.** All other terms and conditions of the Emergency Services Agreement for Mutual Assistance and Automatic Aid between the City of Delray Beach and the City of Boynton Beach not expressly modified by this Amendment No. 1 thereto remain in full force and effect.

3. **Effective Date of Amendment No. 1 to the Agreement.** This Amendment shall not be effective until it is approved by the City Commission and signed by both of the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be
duly executed this _____ day of _____, 2019.

ATTEST:

**CITY OF DELRAY BEACH,
FLORIDA**

City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form and Legal Sufficiency:

City Attorney

ATTEST:

**CITY OF BOYNTON BEACH,
FLORIDA**

Cynthia A. Gibson

City Clerk

By: *SG*

Steven Grant, Mayor

Approved as to Form and Legal Sufficiency:

[Signature]

City Attorney



Exhibit A

The City of Delray Beach Fire Rescue Department agrees to respond to calls for service on Interstate 95 Northbound between Atlantic Avenue in Delray Beach and Woolbright Road in Boynton Beach.

The City of Boynton Beach Fire Rescue Department agrees to respond to calls for service on Interstate 95 Southbound between Woolbright Road in Boynton Beach and Atlantic Avenue in Delray Beach.