

**FIRST AMENDMENT TO AGREEMENT NO. 11360 BETWEEN ALACHUA COUNTY  
AND CITY OF HIGH SPRINGS FOR FIRE SUPPRESSION & FIRST RESPONSE  
EMS/RESCUE SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT NO. 11360, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of High Springs, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City", is made, entered into, and effective the 1<sup>st</sup> day of October 2020.

**WITNESSETH:**

**WHEREAS**, the parties hereto previously entered into the Interlocal Agreement for Fire Suppression & First Response EMS/Rescue Services commencing on October 1, 2019; and

**WHEREAS**, the parties wish to amend the Agreement to continue payment calculations on a quarterly basis;

**NOW, THEREFORE**, the parties hereby agree to amend the Agreement as follows:

**A. Section 9. Payment A. 2 and 5, B, and F are amended to read:**

2. Payment for service shall be based quarterly and based upon the previous quarter responses.

5. The City Fire Chief and ACFR Fire Chief, or their designee, shall confer annually between January 1 and March 1, to establish the compensation rate and CPI for the following calendar year, allowing both entities to properly budget for the following fiscal year.

B. Payment to the City shall be made in four (4) payments made on a quarterly basis in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30<sup>th</sup> of the month that the payment is due.

F. The City shall reciprocate payment per response, at the same rate that the County pays per section 9. A. 3 and 4, to the County when County fire apparatus (excluding rescue and command) are dispatched as the "Primary responder" within the municipal boundaries of the City. "Primary responder" is defined as the only unit dispatched to an

incident or when dispatched as the closest unit due to the unavailability of appropriate apparatus from the City Fire Department. The County shall not invoice the City for response in the City if the City is simultaneously responding to a call in the County. Payment to the County shall be made on a quarterly basis in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30<sup>th</sup> of the month that the payment is due.

B. This FIRST amendment shall take effect upon the date of execution by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties have caused this FIRST Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY:

BOARD OF COUNTY COMMISSIONERS  
ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Robert Hutchinson, Chair  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq. Clerk

APPROVED AS TO FORM

DocuSigned by:

*Robert C Swain*

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\_\_\_\_\_  
Alachua County Attorney

CITY OF HIGH SPRINGS:

CITY OF HIGH SPRINGS

By: *Byran D Williams*  
Byran D. Williams, Mayor  
Date *9-16-2020*

ATTEST:

*Denney G Parham*  
\_\_\_\_\_  
Clerk

APPROVED AS TO FORM

*[Signature]*  
\_\_\_\_\_  
City of High Springs Attorney