

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
FOR PRIMARY FIRE PROTECTION AND SUPPLEMENTAL EMERGENCY MEDICAL
SERVICES BETWEEN THE CITY OF HOLLYWOOD AND SEMINOLE TRIBE OF FLORIDA

THIS FIRST AMENDMENT to that certain October 11, 2007 Interlocal Agreement (the "Interlocal"), is made and entered into as of this ____day of _____, 2017 by and between the CITY OF HOLLYWOOD, a municipal corporation of the State of Florida (hereinafter "City"), and the SEMINOLE TRIBE OF FLORIDA, a governing body organized pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 987, 25 U.S.C . 476), (hereinafter "TRIBE").

1. Article 2 entitled "Term of Agreement" is amended as follows:

This Agreement shall be for five (5) years and shall commence at 12:01 a.m. on the first day of October, 2007 and the parties agree that this Agreement is subject to the approval by the Tribal Council of the Seminole Tribe of Florida and the City Commission of the City of Hollywood, Florida. ~~This Agreement may be renewed by the parties for successive five (5) year periods with the approval of both the Tribal Council and the City Commission unless terminated by either party.~~ This Agreement may be renewed by the parties for a period of three (3) years with the approval of both the Tribal Council and the City Commission, unless terminated by either party. The parties shall have the option of extending the agreement for two (2) additional periods of one (1) year each. If the parties desire to extend this Agreement beyond this composite period of five (5) years, this Agreement must be amended by a writing approved by the Tribal Council and the City Commission prior to the expiration of the second period of one (1) year.

2. Article 3 entitled "Payment of Services" is amended as follows:

3.1 The TRIBE shall pay the CITY the amount calculated pursuant to Section 3.2 below for primary protection and supplemental emergency medical services to the Hollywood Seminole Indian Reservation. This amount of payment for these services shall remain in full force and effect for ~~one year~~ each fiscal year from the execution of this Agreement and any renewal periods, as long as the Agreement is in effect. ~~The parties agree that on each anniversary year of this Agreement, the rate shall be renegotiated.~~

3.2 The payment by the TRIBE to the CITY for the provision of primary fire protection and supplemental emergency medical services shall be \$300,000.00 for ~~the 1st year~~ each fiscal year of this Agreement and any renewal periods.

3. Article 4 entitled "Scope of Services" is amended as follows:

4.4 The Fire Chiefs of each respective agency are authorized to make non-substantive changes to the agreement solely to address internal procedures for the continuity of operations or administrative issues.

4. Article 7 entitled "Notice" is amended as follows:

AS TO THE SEMINOLE TRIBE OF FLORIDA:

General Counsel
Seminole Tribe of Florida
6300 Stirling Road, Suite 425
Hollywood, Florida 33024

With copies to: Office of the Fire Chief
3105 North State Road 7
Hollywood, Fl 33021

5. All other provisions of the Agreement shall be and remain the same.

EXECUTION

IN WITNESS WHEREOF, Owner and Tenant, intending to be legally bound, have executed this First Amendment to Lease and Development Agreement as of the day and year first above written.

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

ATTEST:

By: _____
Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor
Mayor

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY

By: _____
Alan Fallik
Acting City Attorney

SEMINOLE TRIBE OF FLORIDA

ATTEST:

Secretary /Treasurer

By:_____
Marcellus W. Osceola, Jr.
Chairman of the Tribal Council