

**FIRST AMENDMENT TO THE TEMPORARY USE OF FIRE RESCUE AND
EMERGENCY SERVICES' EQUIPMENT AND/OR VEHICLES AGREEMENT**

Between

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY

and

CITY OF MARGATE

THIS FIRST AMENDMENT TO THE TEMPORARY USE FIRE RESCUE AND EMERGENCY SERVICES' EQUIPMENT AND/OR VEHICLES AGREEMENT ("Amendment") is made and entered into as of October ____, 2016, by and between Scott J. Israel, as Sheriff of Broward County, having his principal place of business at 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 (hereinafter referred to as "SHERIFF") and City of Margate, 5790 Margate Boulevard, Margate Florida 33063, having its principal place of business at (hereinafter referred to as "LICENSEE"); and collectively referred to the "Parties,"

WITNESSETH:

WHEREAS, the Parties entered into a Temporary Use of Fire Rescue and Emergency Services' Equipment and/or Vehicles Agreement (hereinafter referred to as the "Agreement") dated on or about October ____, 2016;

WHEREAS, the Parties desire to modify the language found in the Agreement, effective on the date of the full execution of the Agreement;

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 1.5 of the Agreement is deleted in its entirety and replaced with the following provision:

1.5 LICENSEE agrees that the equipment and/or vehicle(s) will only be used and/or operated by personnel that are licensed, certified and trained to use and/or operate such equipment and/or vehicle(s) and only for the purposes set forth in paragraph 1.1.

2. Section 3.2 of the Agreement is deleted in its entirety and replaced with the following provision:

3.1 This Agreement may be terminated by the SHERIFF or LICENSEE for convenience upon providing notice of such termination to the other party. Upon receipt of the notice of termination, the LICENSEE shall immediately return the equipment and/or vehicle(s).

3. Section 5.3 of the Agreement is deleted in its entirety and replaced with the following provision:

LICENSEE shall be responsible for repairing any and all physical damage to the equipment and/or vehicle(s) incurred during the term of this Agreement. If the equipment and/or vehicle(s) is/are damaged beyond repair, LICENSEE shall be responsible for all costs and expenses to replace the equipment and/or vehicle(s) with equipment and/or vehicle(s) of comparable specifications and value.

4. Section 5.4 of the Agreement is deleted in its entirety and replaced with the following provision:

5.4 LICENSEE and SHERIFF agree to insure or self-insure their respective interests in the equipment and/or vehicle(s) subject to this Agreement to the extent each deems necessary or appropriate. LICENSEE hereby waives all rights of subrogation under any policy or policies that each may carry on the equipment and/or vehicle(s).

5. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

FIRST AMENDMENT TO THE TEMPORARY USE FIRE RESCUE AND EMERGENCY SERVICES' EQUIPMENT AND/OR VEHICLES AGREEMENT BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, AND THE CITY OF MARGATE

IN WITNESS WHEREOF, the Parties hereto have duly executed this First Amendment as of the day and year first written above, to be effective on the same date of the Agreement.

By: BSO

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY

By: _____
Chief Joseph R. Fernandez
Executive Director/Fire Rescue & Emergency Services
Broward Sheriff's Office

Approved as to form and legal sufficiency subject to execution by the Parties:

Ronald M. Gunzburger, Esq.
General Counsel/Executive Director
Broward Sheriff's Office
Date: _____

By: CITY OF MARGATE

By: _____

Printed Name: _____

Title: _____

CALEA

Date: _____

