

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
PEMBROKE PINES AND THE CITY OF MIRAMAR**

This First Amendment ("Amendment") to the Interlocal Agreement is by and between the City of Miramar, a Florida municipal corporation (hereinafter referred to as ("Miramar") and the City of Pembroke Pines, a Florida municipal corporation, (hereinafter referred to as "Pembroke Pines") effective as of _____ 2023.

WHEREAS, Miramar and Pembroke Pines (the "Parties") entered into that certain Interlocal Agreement Relating to the Purchase of Ballistic Engineered Armored Response Vehicles on August 10, 2010, when it was approved and executed by Miramar (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to allow for storage of the vehicle describe in the Agreement (the "Bearcat") in Miramar and the provision of maintenance and repair of the Bearcat by Miramar, with cost sharing by the Parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants and obligations set forth herein, as well as other good and valuable consideration the sufficiency of which are hereby acknowledged, Miramar and Pembroke Pines agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Amendments.

Paragraph 2 of the Agreement is deleted in its entirety and replaced by the following:

The BEARCAT will be housed within Miramar in an appropriate, protected facility under the control of the Miramar Police Department, at no cost to Pembroke Pines, and shall be regularly maintained and repaired by Miramar as required to maintain optimum operability and availability for use, with the cost of said regular maintenance and repair to be jointly shared by the Parties, unless the need for a repair can be specifically related to the use by one or the other city, in which case that city shall be responsible for that repair cost. In the case of repairs occasioned by natural disasters, ordinary wear and tear, age of vehicle or other causes beyond the control of either city, the repair costs shall be shared equally. Miramar shall invoice Pembroke Pines for its share of maintenance and repair costs on a monthly basis. All maintenance and repair shall be performed through a local authorized dealership, certified, licensed and experienced with the maintenance and repair of this specific type and model of vehicle.

3. Conflicting Terms. In the event the terms of this Amendment conflict with those of the Agreement, the terms of this Amendment shall govern. All other terms of the Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provision of this Amendment.

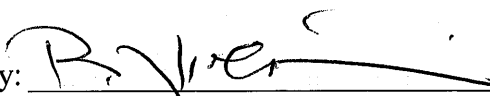
5. Recording. Pursuant to the requirements of Section 163.01(11), Florida Statutes, subsequent to execution by the Parties, this Amendment shall be filed with the Clerk of the Circuit Court in and for Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the dates hereinafter subscribed:

AGREED TO AND ACCEPTED BY:

The City of Miramar


The City of Pembroke Pines

By: 
Dr. Roy Virgin
City Manager

By: _____
Charles F. Dodge
City Manager

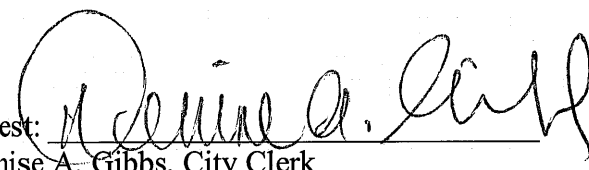
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND RELIANCE
BY THE CITY OF MIRAMAR ONLY

APPROVED AS TO FORM
AND CORRECTNESS:



City Attorney
Austin Pamies Norris Weeks Powell, PLLC

City Attorney
Sam Goren
Goren, Cherof, Doody & Ezrol P.A.

Attest: 
Denise A. Gibbs, City Clerk

Attest: _____
Marlene Graham, City Clerk