
**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT**

between

ORANGE COUNTY, FLORIDA

and

TOWN OF EATONVILLE, FLORIDA

regarding

**ORANGE COUNTY'S PROVISION OF FIRE PREVENTION AND RESCUE SERVICES
FOR THE TOWN OF EATONVILLE, FLORIDA**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment"), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), and the **TOWN OF EATONVILLE, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 307 East Kennedy Boulevard, Eatonville, Florida 32751 (the "Town"). The County and the Town may be referred to individually as "party" or collectively as "parties."

RECITALS

WHEREAS, on September 11, 2018, the parties entered into an agreement (the "2018 Agreement") whereby the Town agreed to transfer to the County the responsibility of providing fire prevention and rescue services to the residents and properties residing within the Town's territorial limits (the "Services") to the Town under certain terms and conditions, including payment by the Town for services rendered by the County; and

WHEREAS, during the approval of the County's fiscal year 2025 budget, the Board of County Commissioners approved an increase to the Urban Fire Protection and Emergency Medical Services municipal service taxing unit (the "Fire MSTU") rate in order to continue to provide high-quality Services, which had the effect of increasing the annual Service costs to the various municipalities for which the County provides the Services; and

WHEREAS, the increase in the Fire MSTU rate had a significant impact on the Town's annual budget; and

WHEREAS, to alleviate the impact on the Town's budget, the parties desire to modify the payment provisions of the 2018 Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained in this Amendment, and good and valuable consideration that by execution of this Amendment the parties affirm receipt thereof, it is agreed by and between the County and the Town as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Amendment by this reference.

2. **AMENDMENT TO PAYMENT PROVISIONS.** Section 6 of the 2018 Agreement shall be deleted and replaced with the following provision:

Section 6. Payment.

Commencing immediately upon execution of this Agreement and continuing on an annual basis thereafter:

1. The Town shall pay to the County for the services provided hereunder an amount to be determined by:
 - a Starting with the Prior Year Final Real Property Value for ad valorem tax assessment roll covering real property within the municipal limits of the Town, and
 - b multiplying that number by the lesser of either (i) the percentage increase in the County's Gross Property Value for the current year, or (ii) the percentage increase in the Town's Real Taxable Value for the current year, and
 - c multiplying that product by the current millage levied in the Urban Fire Protection and Emergency Medical Services municipal service taxing unit, and
 - d multiplying that product by ninety-two and one half percent (92.5%).

Said amount shall be remitted in two (2) installments, each representing one half of the amount owed by Town to County for a given service (Fiscal) year, on or before December 15th and March 15th of each year this Agreement is in effect.

2. The County shall invoice Town for the amount payable under the formula found in this Section for the then-current fiscal year.

3. REMAINDER OF 2018 AGREEMENT UNCHANGED. Except as otherwise set forth herein, the remainder of the 2018 Agreement shall remain unchanged and in full force and effect.

4. EFFECTIVE DATE. This Amendment shall become effective for the Fiscal Year beginning October 1, 2025, upon the later of the date of execution by County or the date of execution by Town.

5. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

TOWN OF EATONVILLE, FLORIDA

By: Town of Eatonville Town Council

By: _____

Angie Gardner
Angie Gardner, Mayor

ATTEST:

By: _____
Veronica L. King, Town Clerk

Date: _____