

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF COCOA AND ROCKLEDGE
CROSSING GUARD SERVICES
(AT INTERSECTION OF FISKE BOULEVARD AND ROSA L. JONES STREET)**

THIS FIRST AMEDMENT TO INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida, 32922 (hereinafter “Cocoa”) and **CITY OF ROCKLEDGE**, a Florida municipal corporation located at 1600 Huntington Lane, Rockledge, Florida 32955 (hereinafter “Rockledge”).

W I T N E S S E T H:

WHEREAS, Cocoa and Rockledge previously entered into that certain Interlocal Agreement Between the Cities of Cocoa and Rockledge Crossing Guard Services (At Intersection of Fiske Boulevard and Rosa L. Jones Street), dated June 21, 2023, and recorded at Official Record Book 9831, Page 804 of Brevard County, Florida (hereinafter referred to as “Agreement”); and

WHEREAS, the Agreement provides that the Parties may annually extend the Agreement each school year by mutual written consent of the Parties; and

WHEREAS, the Parties desire to extend the Agreement to cover the 2024/25 school year under the amended terms and conditions stated herein; and

WHEREAS, Cocoa and Rockledge deem it necessary for the benefit of the public health, safety and welfare to enter into this First Amendment to Interlocal Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, Cocoa and Rockledge agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.
2. **RENEWAL.** Pursuant to Section 6 of the Agreement, the Parties hereby renew the Agreement for the 2024/25 school year.
3. **AMENDMENT TO SECTION 8.1.** Section 8.1 of the Agreement is hereby amended in its entirety to read as follows:

8.1 Cocoa agrees to compensate Rockledge to offset the costs directly related to Rockledge providing crossing guard services pursuant to this Agreement. Beginning in the 2024/25 school year, such compensation shall not exceed Thirty-Eight Dollars and eighty cents (\$38.80) per day such crossing guard services are provided or Seven Thousand Dollars (\$7,000.00) per school year. Cocoa and Rockledge may adjust this compensation to address increased costs associated with providing crossing guard services without further amending this Agreement provided said adjustment is approved in writing by each party’s respective City Manager.

4. All other terms and conditions of the Agreement not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

BY: _____
MICHAEL C. BLAKE
MAYOR

ATTEST:

BY: _____
MONICA ARSENAULT
CITY CLERK

CITY OF ROCKLEDGE, FLORIDA

BY: _____
THOMAS J. PRICE
MAYOR

ATTEST:

BY: _____
JENNIFER LeVASSEUR
**PUBIC RELATIONS OFFICER/
CITY CLERK**