

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 18-049

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING "AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARGATE AND THE CITY OF COCONUT CREEK FOR TELETYPE SERVICES"; PROVIDING FOR ABILITY TO TERMINATE THE AGREEMENT IF THE CITY SHOULD CONTRACT WITH AN E-911 DISPATCH PROVIDER THAT INCLUDES TELETYPE SERVICES; PROVIDING FOR EFFECTIVE DATE.

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BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves "Amendment No. 1 to the Interlocal Agreement Between the City of Margate and the City of Coconut Creek for Teletype Services" to provide for the ability to terminate the Agreement upon 60 days written notice to the City of Coconut Creek if the City of Margate contracts with an E-911 dispatch provider that includes teletype services.


SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said amendment on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 2<sup>ND</sup> day of MAY, 2018.

ATTEST:

  
JOSEPH J. KAVANAGH  
CITY CLERK

  
MAYOR ARLENE R. SCHWARTZ

RECORD OF VOTE

Peerman	<u>YES</u>
Simone	<u>YES</u>
Ruzzano	<u>YES</u>
Caggiano	<u>YES</u>
Schwartz	<u>YES</u>

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF MARGATE AND THE CITY OF COCONUT CREEK  
FOR TELETYPE SERVICES**

This Amendment No. 1 to the Interlocal Agreement between the City of Margate and the City of Coconut Creek for Teletype Services dated November 20, 2013, is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Margate (hereinafter referred to as "MARGATE") and the City of Coconut Creek, Florida, (hereinafter referred to as "COCONUT CREEK"), both of whom agree as follows:

**WITNESSETH:**

**WHEREAS**, the parties desire to amend the Interlocal Agreement between the City of Margate and the City of Coconut Creek for Teletype Services dated November 20, 2013 (hereinafter referred to as "Agreement") to provide for a five (5) year extension of the Agreement and to provide for the ability of Margate to terminate the Agreement if MARGATE should contract with an E-911 dispatch provider that includes Teletype Services.

**NOW, THEREFORE**, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend ARTICLE V TERM, Section 5.4 of the Agreement as follows:

5.4 As provided in the recitals to this agreement it is understood and agreed by the parties herein that this agreement is predicated upon the Interlocal agreement between MARGATE and Broward County for a Consolidated Regional E-911 Communication System. Said agreement provides that should Broward County refuse to fund the Consolidated E-911 Regional Communication System, it shall give MARGATE 365-days' notice.

Should Broward County pursuant to the terms of the above described Interlocal agreement give notice to MARGATE that it is refusing to fund the Consolidated E-911 Regional Communication System, MARGATE shall have the right to terminate this agreement. However, MARGATE shall only have the right to terminate this agreement if it gives notice to

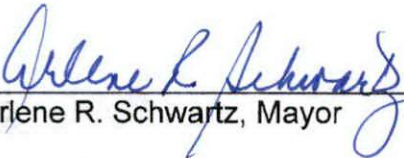
COCONUT CREEK of its intent to terminate the agreement within 90-days of the time it has been notified by Broward County to terminate the Consolidated E-911 Regional Communication System.


Further, should ~~Broward County or the contractual operator of the Consolidated E-911 Regional Communication System~~, for Broward County offer to provide teletype services (not queries) MARGATE contract with an E-911 dispatch provider that includes teletype services, MARGATE may terminate this agreement upon ~~180~~60-days' written notice to COCONUT CREEK.

3. All other terms and conditions of the Agreement not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 the day and year first above written.

**CITY OF MARGATE**

  
Arlene R. Schwartz, Mayor

By:   
Samuel A. May, City Manager

ATTEST:

Approved as to Legal Sufficiency  
and Form

By:   
Joseph J. Kavanagh, MMC, City Clerk

By:   
James A. Cherof, City Attorney

**CITY OF COCONUT CREEK**

\_\_\_\_\_  
Joshua Rydell, Mayor

By: \_\_\_\_\_  
Mary C. Blasi, City Manager

ATTEST:

Approved as to Legal Sufficiency  
and Form:

By: \_\_\_\_\_  
Leslie Wallace May, City Clerk

By: \_\_\_\_\_  
Terrill C. Pyburn, City Attorney