

AMENDMENT NO. 2
TO THE
INTERLOCAL AGREEMENT
Between
THE CITY OF COCONUT CREEK
And
THE CITY OF MARGATE
Providing for
DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES
BY THE CITY OF MARGATE

**AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COCONUT CREEK AND THE CITY OF MARGATE PROVIDING
FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION
SERVICES**

THIS AMENDMENT NO. 2 to the Interlocal Agreement is made by and between the CITY OF MARGATE, a municipal corporation of the State of Florida (hereinafter referred to as "MARGATE") and the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida (hereinafter referred to as "COCONUT CREEK").

W I T N E S S E T H:

WHEREAS, COCONUT CREEK and MARGATE are desirous of amending the Interlocal Agreement between the City of Coconut Creek and Margate, providing for the delivery of emergency medical and fire protection services, dated October 1, 2016 (hereinafter referred to as the "Agreement") and the Amendment No. 1 thereto dated September 13, 2017, (hereinafter referred to as "Amendment No. 1") to provide for a 6.8% increase in accordance with the annual financial opener pursuant to Article 11, "Consideration and Term", Section 11.2.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, MARGATE and COCONUT CREEK do hereby agree as follows:

1. Incorporation of Recitals. The parties hereby represent that the above recitals are hereby incorporated as fully set forth herein.

2. Revisions.

a) Article 11, "Consideration and Term", Section 11.2.1 of the Agreement and Amendment No. 1 is amended as follows:

11.2.1 COCONUT CREEK shall pay MARGATE the following amount for Fiscal Year ~~2016/2017~~, ~~2017/2018~~, 2018/2019, ~~\$8,500,000~~, ~~\$8,935,000~~ \$9,543,380 in equal monthly payments. For subsequent contract years, COCONUT CREEK and MARGATE will negotiate financial terms annually prior to August 1st.

b) Article 11, "Consideration and Term", Section 11.2.2 is created as follows:

11.2.2 At the end of the Agreement, COCONUT CREEK shall pay MARGATE fifty percent (50%) of the market value of the fire and EMS apparatus currently assigned to Fire Station #94, listed below. The market value will be determined by a third party appraiser and approved by the City Managers of COCONUT CREEK and MARGATE.

- a. Rescue 14, VIN ending in 6848
- b. Quint 4, VIN ending in 7940

3. Full Force and Effect. All other terms and conditions of the Agreement and Amendment No. 1, not expressly modified by this Amendment No. 2 thereto remain in full force and effect.

4. Effective Date of Amendment No. 2. This Amendment No. 2 shall not be effective until it is approved and signed by both parties.

IN WITNESS WHEREON, the parties hereto have caused this Amendment No. 2 to the Agreement to be duly executed this ____ day of _____ 2018.

CITY OF COCONUT CREEK, FLORIDA

Joshua Rydell, Mayor
____ day of _____, 2018

Mary C. Blasi, City Manager
____ day of _____, 2018

ATTEST:

APPROVED AS TO FORM:

Leslie Wallace May, City Clerk
____ day of _____, 2018

Terrill C. Pyburn, City Attorney
____ day of _____, 2018

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CITY OF MARGATE, FLORIDA

Arlene R. Schwartz, Mayor
____ day of _____, 2017

Sam May, City Manager
____ day of _____, 2018

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk
____ day of _____, 2018

Goren, Cherof, Doody & Ezrol, PA, Interim
City Attorney
____ day of _____, 2018