

**RESOLUTION NO. 2018-218**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER, OR DESIGNEE, TO EXECUTE AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE CITY OF MARGATE DATED OCTOBER 1, 2016, PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES, IN ORDER TO PROVIDE FOR AN INCREASE IN FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Coconut Creek and the City of Margate entered into an Interlocal Agreement ("Agreement") on October 1, 2016, (Exhibit "A") providing for the delivery of emergency medical and fire protection services by Margate to Coconut Creek in order to protect the health, safety, and welfare of the residents of Coconut Creek; and

**WHEREAS**, Article 11, "Consideration and Term," Section 11.2 of the Agreement provides for an annual financial re-opener, and the Agreement was amended on October 1, 2017, by Amendment No. 1 (Exhibit "B"); and

**WHEREAS**, both parties have agreed that a 6.8% increase in the existing annual fee, from \$8,935,000 to \$9,543,380, effective October 1, 2018, is appropriate due to increases in costs to provide emergency medical and fire protection services to the City of Coconut Creek; and

**WHEREAS**, both parties have agreed that at the end of the Agreement term the City of Coconut Creek will pay to the City of Margate fifty percent (50%) of the market value of the fire apparatus and EMS apparatus assigned to Fire Station #94.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this

Resolution. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

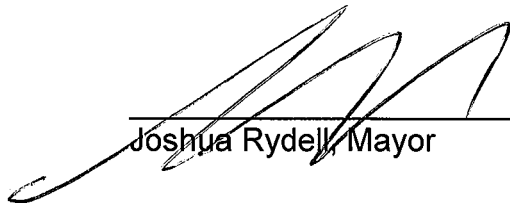
**Section 2:** That the City Commission has reviewed and hereby approves the attached Amendment No. 2 to the Agreement between the City of Coconut Creek and the City of Margate for Delivery of Emergency Medical and Fire Protection Services.

**Section 3:** That the Mayor and the City Manager, or designee, are hereby authorized to execute the attached Amendment No. 2 to the Agreement between the City of Coconut Creek and the City of Margate for Delivery of Emergency Medical and Fire Protection Services.

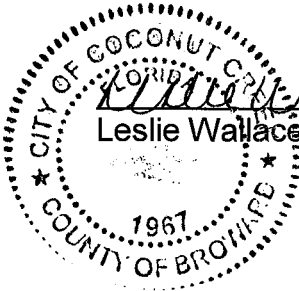
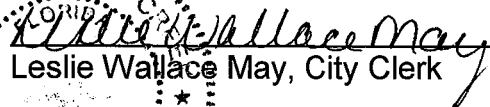
**Section 4:** That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

**Section 5:** That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 27th day of September, 2018.

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

Attest:

  
  
Leslie Wallace May, City Clerk

Rydell      Aye  
Welch      Aye  
Tooley      Aye  
Sarbone      Aye  
Belvedere      Aye

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 1<sup>st</sup>.

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

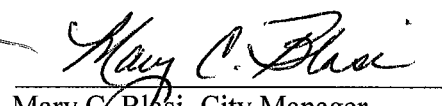
3. Full Force and Effect. All other terms and conditions of the Agreement and Amendment No. 1, not expressly modified by this Amendment No. 2 thereto remain in full force and effect.

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

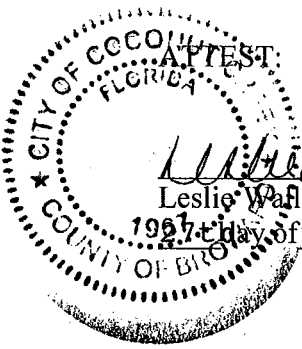
IN WITNESS WHEREON, the parties hereto have caused this Amendment No. 2 to the Agreement to be duly executed this 27th day of September 2018.

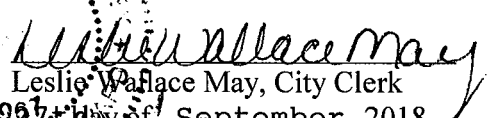
**CITY OF COCONUT CREEK, FLORIDA**

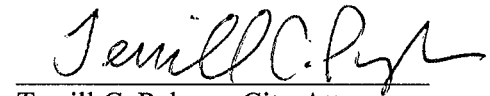
  
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Joshua Rydell, Mayor  
27th day of September, 2018

  
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Mary C. Blasi, City Manager  
27th day of September, 2018

APPROVED AS TO FORM:

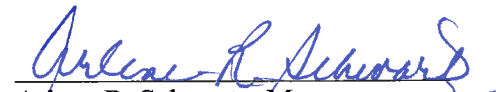


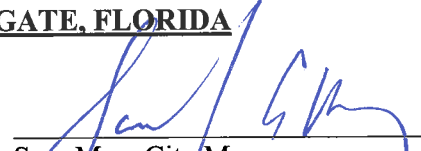
  
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Leslie Wallace May, City Clerk  
27th day of September, 2018

  
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Terrill C. Pyburn, City Attorney  
27 day of September, 2018

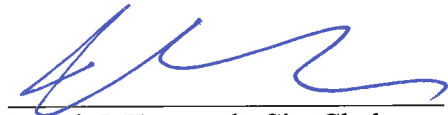
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CITY OF MARGATE, FLORIDA

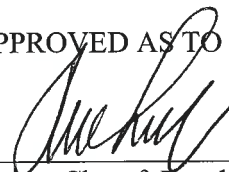
  
Arlene R. Schwartz, Mayor  
21<sup>st</sup> day of September, 2017

  
Sam May, City Manager  
3<sup>rd</sup> day of OCT., 2018

ATTEST:

  
Joseph J. Kavanagh, City Clerk  
27<sup>th</sup> day of September, 2018

APPROVED AS TO FORM:

  
Goren, Cherof, Doody & Ezrol, PA, Interim  
City Attorney  
5 day of October, 2018

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 18-119

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING 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; PROVIDING FOR AN INCREASE IN FEES TO BE PAID TO THE CITY OF MARGATE; PROVIDING FOR AN 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. 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, to provide for an increase in the existing annual fee from \$8,935,000 to \$9,543,380 effective October 1, 2018.

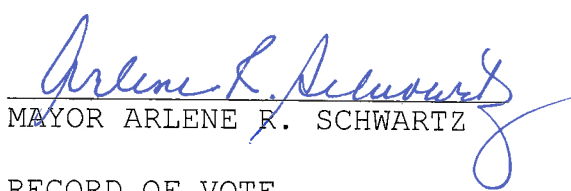
**SECTION 2:** That the Mayor and City Manager are hereby authorized and directed to execute said Amendment on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

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

PASSED, ADOPTED AND APPROVED THIS 26<sup>TH</sup> day of SEPTEMBER, 2018.

ATTEST:

  
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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>