Coconut Creek
Butterfly Capital of the World®

CITY CLERK'S OFFICE
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

LESLIE WALLACE MAY
CITY CLERK

VIA PRIORITY MAIL
<u>*DELIVERY CONFIRMATION*</u>

September 25, 2017

Mr. Joseph Kavanagh, City Clerk
City of Margate
5790 Margate Boulevard
Margate, FL 33063

RE: 1st Amendment to Interlocal Agreement for Delivery of Emergency Medical and
       Fire Protection Services

Dear Mr. Kavanagh:

Enclosed are two originals of the above-reference agreement, along with a copy of Resolution No. 2017-228, passed by the City of Coconut Creek City Commission on September 13, 2017, which authorized the City Manager to execute said Agreement.

Please execute the enclosed agreements and return one original to our office.

Sincerely,

JANICE NINESLING
Administrative Assistant

Enclosures (3)

RESOLUTION NO. 2017-228

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF COCONUT CREEK, FLORIDA, AUTHORIZING THE
MAYOR AND THE CITY MANAGER, OR DESIGNEE, TO
EXECUTE AMENDMENT NO. 1 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 AN EFFECTIVE DATE.

WHEREAS, the City of Coconut Creek and the City of Margate entered into an Interlocal Agreement (ILA) 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, Section 11.2, of the ILA provides for an annual financial re-opener; and

WHEREAS, both parties have agreed that an approximate five percent increase in the existing annual fee, from $8,500,000 to $8,935,000, effective October 1, 2017, is appropriate due to increases in costs to provide emergency medical and fire protection services to the City of Coconut Creek, including benefits increases and the addition of seven (7) firefighters.

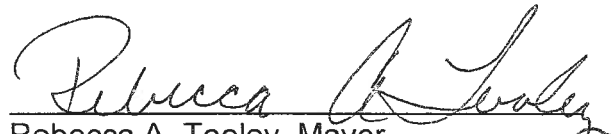NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the attached Amendment No. 1 to the Interlocal Agreement between the City of Coconut Creek and the City of Margate for Delivery of Emergency Medical and Fire Protection Services.
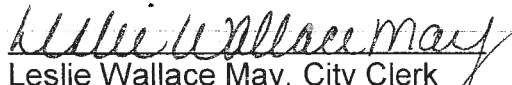
Section 2: That the Mayor and the City Manager, or designee, are hereby authorized to execute the attached Amendment No. 1 to the Interlocal Agreement between the City of Coconut Creek and the City of Margate for Delivery of Emergency Medical and Fire Protection Services.

1

Section 3: 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.
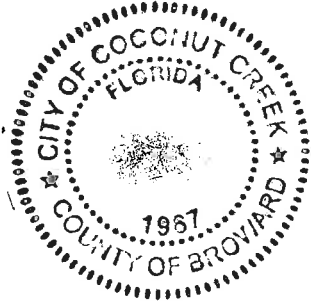
Section 4: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this _13th_ **day of** _September_, **2017.**

Rebecca A. Tooley
Rebecca A. Tooley, Mayor

Attest:

Leslie Wallace May
Leslie Wallace May, City Clerk

Tooley	Aye
Rydell	Aye
Sarbone	Aye
Belvedere	Aye
Welch	Aye

2

AMENDMENT NO. 1

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. 1 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. 1 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").
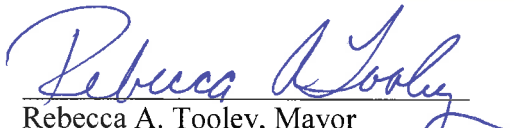
WITNESSETH:

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") to provide for a five percent (5%) increase in accordance with the annual financial opener pursuant to Article 11 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. Article 11, Section 11.2 of the Agreement is amended as follows:

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

3. Full Force and Effect. All other terms and conditions of the Interlocal Agreement between COCONUT CREEK and MARGATE providing for delivery of Emergency Medical and Fire Protection Services, dated October 1, 2016, not expressly modified by this Amendment No. 1 thereto remain in full force and effect.

4. Effective Date of Amendment No. 1. This Amendment shall not be effective until it is approved and signed by both parties.

IN WITNESS WHEREON, the parties hereto have caused this Amendment No. 1 to the Agreement to be duly executed this 13th day of September 2017.
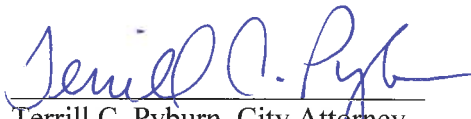
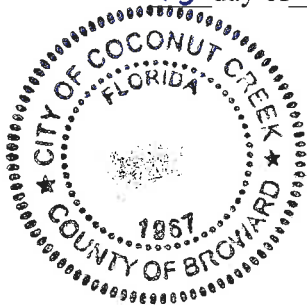**CITY OF COCONUT CREEK, FLORIDA**

Rebecca A. Tooley
Rebecca A. Tooley, Mayor
13th day of September, 2017

Mary C. Blasi
Mary C. Blasi, City Manager
13th day of September, 2017

ATTEST:

Leslie Wallace May
Leslie Wallace May, City Clerk
13th day of September, 2017

APPROVED AS TO FORM:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney
13th day of September, 2017

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CITY OF MARGATE, FLORIDA

_____
Tommy Ruzzano, Mayor
____day of_____, 2017

_____
Sam May, Interim City Manager
____day of_____, 2017

ATTEST:

APPROVED AS TO FORM:

_____
Joseph J. Kavanagh, City Clerk
____day of_____, 2017

_____
Douglas R. Gonzales, City Attorney
____day of_____, 2017