

**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