ADMENDMENT NO. 4

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. 4 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. 4 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 IT 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") to provide for a 5.3% 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:

I. 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 Agreement is amended as follows:

11.2.1 COCONUT CREEK shall pay MARGATE the following amount <u>\$10,050,000</u> for Fiscal Year, 2018/2019, \$9,543,380 2019/2020 in equal monthly payments. For subsequent contract years, COCONUT CREEK and MARGATE will negotiate financial terms annually prior to August 1st.

3. <u>Full Force and Effect</u>. 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, Amendment No. 1 to the Agreement dated September 13, 2017 ("Amendment No. 1"), and Amendment No. 2 to the Agreement dated September 27, 2018 ("Amendment No. 2"), Amendment No. 3 to the Agreement dated February 14, 2019 ("Amendment No. 3") not expressly modified by this Amendment, No. 4 thereto shall remain in full force and effect.

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

CITY OF MARGATE

Anthony N. Caggiano, Mayor _____day of _____, 2019

Cale Curtis, City Manager _____day of_____, 2019

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk ____day of_____, 2019 Janette M. Smith, City Attorney _____day of_____, 2019

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CITY OF COCONUT CREEK

Sandra L. Welch, Mayor ____day of_____, 2019

ATTEST:

Mary C. Blasi, City Manager _____day of_____, 2019

APPROVED AS TO FORM:

Leslie Wallace May, City Clerk _____day of_____, 2019 Terril C. Pyburn, City Attorney _____day of_____, 2019