

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA**

This Second Amendment to Interlocal Agreement (this "Second Amendment") is made to that certain Interlocal Agreement between The School Board of Marion County, Florida and Board of County Commissioners of Marion County, Florida for the Provision of Advanced Life Support Ambulance Standby Services for High School Football Games dated July 23, 2019 (the "Agreement") by and between **The School Board of Marion County, Florida, ("SCHOOL BOARD")**, and the **Board of County Commissioners of Marion County, Florida ("COUNTY")**.

WITNESSETH

WHEREAS, the Agreement expires by the terms set in the First Amendment on June 30, 2021, and the parties wish to renew the Agreement for a one (1) year period contingent upon the same terms and conditions of the Agreement, as amended, satisfactory performance, and the availability of funds; and

WHEREAS, the Agreement provides for SCHOOL BOARD's hiring COUNTY to provide advanced life support ambulance standby services (COUNTY's "Services") to SCHOOL BOARD's high school football games; and

WHEREAS, SCHOOL BOARD now seeks to hire COUNTY's Services for graduation ceremonies at various locations and dates in the month of June, 2021 ("singularly June 2021 Graduation Ceremony," collectively "June 2021 Graduation Ceremonies"); and

WHEREAS, COUNTY desires to provide its Services for same; and

WHEREAS, the parties wish to extend the Agreement, as amended, for one (1) year and modify the scope of work in the Agreement to add the June 2021 Graduation Ceremonies and 2021 Football Games for COUNTY's Services as set forth on Exhibit "1," attached hereto.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, School Board and County agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS.

The parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes

2. **RENEWAL.**

The Agreement is hereby renewed to continue for one (1) year, i.e. until June 30, 2022, contingent upon the same terms and conditions of the Agreement, as amended, satisfactory performance, and the availability of funds. One additional one (1) year renewal remains available to the parties going forward.

3. **COUNTY'S SCOPE OF WORK, PARAGRAPH "1(A)" OF THE AGREEMENT, AMENDED.**

- A. Paragraph "1" of the Agreement entitled "Scope of Work," sets forth COUNTY's work obligations and includes certain football games set forth on Exhibit "A" attached hereto as Exhibit "A".
- B. Paragraph "1(A)(3)" of the Agreement is stricken in its entirety and replaced with the following:
 - 3) maintain records on all services and submit a summary report at the end of the football season or at the conclusion of all June 2021 Graduation Ceremonies, as applicable.
- C. Paragraph "1(A)" of the Agreement is amended to add subparagraph "1(A)(5)" as follows:
 - 5) be in attendance at 2021 June Graduation Ceremonies according to the schedule attached hereto as Exhibit "1."

4. **SCHOOL BOARD'S PAYMENT OBLIGATION, PARAGRAPH "1(B)" OF THE AGREEMENT, AMENDED.**

- A. Paragraph "1(B)" of the Agreement sets forth SCHOOL BOARD's obligation for payment to COUNTY and is hereby amended to include the June 2021 Graduation Ceremonies.
- B. Paragraph "1(B)(1)" of the Agreement is stricken in its entirety and replaced with the following:
 - 1) reimburse COUNTY one hundred seventy-five dollars (\$175.00) per hour for each dedicated unit. There will be a two (2) hour minimum fee. If a game or June 2021 Graduation Ceremony is cancelled, SCHOOL BOARD must give COUNTY at least eight (8) hours' notice in order to cancel COUNTY employee overtime. If a game or June 2021 Graduation Ceremony is cancelled

and SCHOOL BOARD does not give COUNTY at least eight (8) hours' notice, SCHOOL BOARD will pay three hundred fifty dollars (\$350.00) to COUNTY. Standby (non-dedicated) units will be provided by COUNTY at no charge. Proper invoices will be submitted to SCHOOL BOARD's Superintendent or her designee, at the end of each month, or at the end of the football season, or at the conclusion of the June 2021 Graduation Ceremonies, as applicable.

5. **COMPENSATION, PARAGRAPH "3" OF THE AGREEMENT, AMENDED.**

- A. The sole modification to paragraph "3" of the Agreement is to strike its last sentence in its entirety and replace it with the following:

"Should the maximum compensation amount above be reached, COUNTY shall not be obligated to provide any further service outlined on Exhibit "A" attached to the Agreement or Exhibit "1" attached to the First Amendment, as applicable, until such time both parties have amended this section of this Agreement."

6. **EXCEPT AS MODIFIED, ALL PROVISIONS IN FULL FORCE.**

In all other respects, the Agreement between the parties shall remain in full force and effect.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Interlocal Agreement as of the date set forth below.

ATTEST:

THE SCHOOL BOARD OF
MARION COUNTY, FLORIDA

By: Diane V. Gullett
Diane V. Gullett, Ed.D., Superintendent

By: Nancy Throver
Nancy Throver, Board Chair

Date: 5/20/2021

Date: 5/20/2021

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

By: Greg C. Harrell
Gregory C. Harrell, Clerk

By: Jeff Gold
Jeff Gold, Chairman

Date: June 15, 2021

Date: June 15, 2021

For Use and Reliance of
Marion County Only,
Approved as to Form and
Legal Sufficiency

Matthew Minter
Matthew Minter
County Attorney

EXHIBIT "A"

SCHEDULE OF 2021 FOOTBALL GAMES

EMT Service Schedule (Football Games)

Marion County Public Schools - 2021

	<u>19-Aug</u>	<u>20-Aug</u>	<u>26-Aug</u>	<u>27-Aug</u>		<u>2-Sep</u>	<u>3-Sep</u>	<u>9-Sep</u>	<u>10-Sep</u>	<u>16-Sep</u>	<u>17-Sep</u>	<u>23-Sep</u>	<u>24-Sep</u>	<u>30-Sep</u>
<u>BELLEVUE HS</u>	V 7:30			V 7:30				JV 6:00		JV 6:00	V 7:30	JV 6:00		
<u>DUNNELLON HS</u>			JV 6:30	V 7:30		JV 6:30		JV 6:30		JV 6:30	V 7:30		V 7:30	
<u>FOREST HS</u>				V 7:00			V 7:00	JV 7:00			V 7:00	JV 7:00		JV 7:00
<u>LAKE WEIR HS</u>		V 7:00	JV 6:00				V 7:00				V 7:00		V 7:00	JV 6:00
<u>NORTH MARION HS</u>		V 7:00	JV 6:00				V 7:00		V 7:00				V 7:00	
<u>VANGUARD HS</u> (Booster Stadium)		V 7:30	JV 7:00	V 7:30		JV 7:00			V 7:30		V 7:30	JV 7:00		
<u>WEST PORT HS</u>				V 7:00			V 7:00		V 7:00	JV 6:00				

	<u>1-Oct</u>	<u>7-Oct</u>	<u>8-Oct</u>	<u>14-Oct</u>	<u>15-Oct</u>	<u>22-Oct</u>	<u>29-Oct</u>		<u>5-Nov</u>					
<u>BELLEVUE HS</u>			V 7:30		V 7:30				V 7:30					
<u>DUNNELLON HS</u>			V 7:30				V 7:30							
<u>FOREST HS</u>		JV 7:00	V 7:00		V 7:00									
<u>LAKE WEIR HS</u>			V 7:00	JV 6:00	V 7:00									
<u>NORTH MARION HS</u>		JV 6:00				V 7:00	V 7:00							
<u>VANGUARD HS</u> (Booster Stadium)	V 7:30					V 7:30			V 7:30					
<u>WEST PORT HS</u>						V 7:00	V 7:00		V 7:00					

EXHIBIT "1"
SCHEDULE OF JUNE 2021 GRADUATION CEREMONIES

COUNTY's Emergency Medical Services shall arrive on-site no later than 8:00 am for each location – each date.

<u>DATE</u>	<u>LOCATION / ADDRESS</u>
1) May 28th/7:00 PM	Vanguard at Southeastern Livestock 232 NE Jacksonville Rd, Ocala, FL 34470
2) May 29th/9:00 AM	Forest at World Equestrian Center 1390 NW 80th Ave, Ocala, FL 34482
3) June 3rd/7:00 PM	Lake Weir at World Equestrian Center 1390 NW 80th Ave, Ocala, FL 34482
4) May 29th/7:00 PM	North Marion at World Equestrian Center 1390 NW 80th Ave, Ocala, FL 34482
5) June 4th/6:00 PM	West Port at World Equestrian Center 1390 NW 80th Ave, Ocala, FL 34482
6) June 5th/9:00 AM	Bellevue at World Equestrian Center 1390 NW 80th Ave, Ocala, FL 34482
7) June 2nd/6:00 PM	Dunnellon at World Equestrian Center 1390 NW 80th Ave, Ocala, FL 34482