

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

This First Amendment to Interlocal Agreement (this "First 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 its own terms on June 30, 2020, 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, 2020 ("singularly June 2020 Graduation Ceremony," collectively "June 2020 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 2020 Graduation Ceremonies 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, 2021, contingent upon the same terms and conditions of the Agreement, as amended, satisfactory performance, and the availability of funds. Two additional one (1) year renewals remain 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 to the Agreement.
- 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 2020 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 2020 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 2020 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 2020 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 2020 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 2020 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.]

June 3, 2020

Rachel Wapinsky

RE: 06-02-20 Agenda Item 7C1

Attached are two (2) originals of the "Amendment to Interlocal Agreement with the School Board of Marion County" for standby services – **Please return one fully executed original document to the Clerk's Commission Records office.**

Thank you,
Debbie Windberg
Deputy Clerk/Supervisor
Clerk's Office Commission Records
Debraw@marioncountyclerk.org
352-671-5624

COPY

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: Heidi Maier
Heidi Maier, Ed.D., Superintendent

Date: JUN 09 2020

By: Eric Cummings
Eric Cummings, Board Chair

Date: JUN 09 2020

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

By: David R. Ellspermann
David R. Ellspermann, Clerk

Date: June 2, 2020

By: Kathy Bryant
Kathy Bryant, Chairman

Date: June 2, 2020

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

Matthew Minter
Matthew Minter
County Attorney

EXHIBIT "1"
SCHEDULE OF JUNE 2020 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)	June 12, 2020	MTI at Booster Stadium 3050 NE 36th Ave., Ocala, FL 34479
2)	June 15, 2020	Vanguard at Booster Stadium 3050 NE 36th Ave., Ocala, FL 34479
3)	June 16, 2020	Forest at Mikey Kelly Stadium 5000 SE Maricamp Road, Ocala, Florida 34480
4)	June 17, 2020	Lake Weir at Lake Weir Stadium 10351 SE Maricamp Road, Ocala, Florida 34472
5)	June 18, 2020	North Marion at Stan Toole Stadium 151 West Hwy 329, Citra, Florida 32113
6)	June 19, 2020	West Port at Ken Vianello Stadium 3733 SW 80th Ave., Ocala, Florida 34481
7)	June 20, 2020	Bellevue at Brent Hall Field 10400 SE 36th Avenue, Bellevue, Florida 34420
8)	June 22, 2020	Dunnellon at R. Kennedy Stadium 10055 SW 180th Ave. Rd., Dunnellon, Florida 34432