

AMENDMENT NO. 2
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. 2 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. 2 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 I T 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, 2010 (hereinafter referred to as the "Agreement") and the Amendment No. 1 thereto dated September 11, 2014 to extend the term of the Agreement through September 30, 2016.

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. Articles 4 and 8, and Sections 2.1, 5.4, 5.10, 5.13, 6.2, 6.3, 6.8, 9.1, 9.3, 10.1, 10.2, 13.2, and 14.1 of the Agreement are amended, a new Section 5.14 is added, and Section 12.2 is deleted (with renumbering as needed) as follows:

2.1 This Interlocal Agreement (ILA) shall supersede all other interlocal agreements including the interlocal agreement previously executed and said ILA shall be effective from October 1, 2010 through September 30, ~~2015~~ 2016. Notwithstanding modification to Section 2.1 and 14.1 of the Interlocal Agreement between COCONUT CREEK and MARGATE dated October 1, 2010, the provisions of this Amendment shall not operate retroactively prior to October 1, ~~2014~~ 2015.

ARTICLE 4

DELIVERY OF FIRE PROTECTION SERVICES

During the term of this ILA, MARGATE shall provide fire rescue and emergency medical services from COCONUT CREEK's Fire Station 94, Fire Station 50 (upon operations commencing at this new station), and from MARGATE's three (3) fire stations; Station 98, Station 18, and Station 58, ~~and from a station to be located in south Coconut Creek.~~ Stations 94 and 50 (upon operations commencing at this new station) shall be staffed with an ALS engine and ALS rescue transport unit with a minimum staff of five (5) firefighter/paramedics, or EMT's, including a minimum of at least three (3) firefighter/paramedics or EMTs on each ALS rescue and two (2) firefighters/paramedics or EMTs on each ALS engine. ~~The Coconut Creek south station shall be developed during the term of this Interlocal Agreement. Staffing for the south station shall be determined jointly based on the size and location of said station once established. Temporary Station 50 at the Rowe Center shall be staffed with an ALS Rescue Transport Unit with a minimum of at least three(3) firefighters/paramedics or EMTs. However, staffing~~ Staffing for the Margate/Coconut Creek system shall ~~remain~~ consisting of twenty-four (24) on-duty personnel per shift. Upon operations commencing at the new Station 50, two (2) on-duty personnel per shift will be added. Any permanent change shall be approved by the Coconut Creek City Manager or designee for which approval shall not be unreasonably withheld. MARGATE shall provide COCONUT CREEK with a monthly report indicating actual numbers of staffing per shift.

- 5.4 ~~COCONUT CREEK shall purchase one (1) personal computer appropriately configured for COCONUT CREEK's Fire Chief, or his designee, to access MARGATE's fire rescue records management system in a "read only" mode to include all CAD, fire reports, and EMS reports. Maintenance and replacement of the computer shall be COCONUT CREEK's responsibility. MARGATE agrees to provide COCONUT CREEK, at MARGATE's expense, any and all upgrades or additions to the software programs which may be utilized pursuant to this Interlocal Agreement. MARGATE agrees to provide COCONUT CREEK with access to view records in MARGATE's Fire records management system. COCONUT CREEK shall be responsible for the cost of any phone lines needed for interconnection. All request for records or response to public records requests shall be addressed by the Margate Fire Department Records Coordinator.~~
- 5.10 MARGATE shall provide the Coconut Creek Fire Chief with a monthly report indicating all repairs and preventative maintenance performed ~~on to all~~ Coconut Creek owned fire rescue vehicles.
- 5.13 "Turn Out Time" shall be defined per National Fire Protection Association (NFPA) 1710 standards as the time interval that begins when the emergency response facilities (dispatch) and emergency response units notification process begins by either an audible alarm or visual annunciation or both and ends at the beginning point of travel time. ~~from when the station is alerted, to the time that all~~

~~responding units have left the station and are continuously enroute to the incident. Maximum "turn out time standards" shall be established. Target "turn out times" shall be as follows: sixty (60) seconds for emergency calls not requiring personal protective equipment (PPE); ninety (90) seconds for emergency calls requiring the donning of PPE; and one hundred and twenty (120) seconds for non-emergency calls. This information will be included in the monthly report(s) currently provided to Coconut Creek. The City of Margate will make a good faith effort to track and improve the current turnout time for units responding to calls in the City of Coconut Creek to meet these standards. Staff from Margate and Coconut Creek will meet monthly to review times for compliance.~~

5.14 "Response Time" shall be defined per National Fire Protection Association (NFPA) 1710 standards as the total amount of time from unit dispatch to unit arrival on scene. Target "response time" standards shall be based on NFPA 1710 standards – eight (8) minutes or less ninety percent (90%) of the time. The City of Margate will make a good faith effort to improve the current response time for units responding to calls in the City of Coconut Creek to meet this standard. Staff from Margate and Coconut Creek will meet monthly to review times for compliance.

~~5.14 All Margate personnel shall wear T- shirts displaying Margate/Coconut Creek Fire Rescue per Fire Department rules, after current inventory of T-shirts is exhausted. New orders for shirts shall be placed, which display Margate/Coconut Creek.~~

6.3 MARGATE shall ~~provide~~ assist with public education programs, through personnel assigned to COCONUT CREEK, designed to reduce the risk of property damage, injury, or loss of life from fire or from hazardous materials.

6.8 MARGATE shall provide ~~an on-duty~~ a Fire and/or EMS off-duty detail unit for COCONUT CREEK City-sponsored special events as requested by the COCONUT CREEK City Manager or designee in writing not to exceed five (5) events per year. ~~subject to unit availability for emergency response.~~

ARTICLE 8

FIRE RESCUE OPERATIONS

Except when the north engine or ladder is on a call, Margate shall maintain at least one in-service fire suppression engine or ladder truck north of Wiles Road at all times. An in-service fire suppression unit does not have to be located north of Wiles Road when all Margate-Coconut Creek units are on calls in either City. Coconut Creek Fire Chief or designee will be notified upon discovery that a Fire or EMS unit primarily assigned to Coconut Creek stations is out of service for more than two (2) hours.

- 9.1 COCONUT CREEK shall provide housing for an engine and rescue at Stations 94 and 50 (upon operations commencing at this new station), ~~and a rescue to be located in the south portion of Coconut Creek.~~ Said housing will include apparatus parking and crew quarters; generally consisting of; sleeping quarters, kitchen facilities and bathing areas.
- 9.3 Excluding major structural and mechanical repairs, MARGATE shall maintain those areas of Stations 94 and 50 (upon operations commencing at this new station) which MARGATE is entitled to the exclusive use and occupation thereof, including but not limited to, the firefighter/paramedics' living area, dorms, kitchen, Lt.'s office and dorm, equipment rooms and all of the apparatus bays. MARGATE agrees to maintain during the term of this Interlocal Agreement the facilities in a clean condition, free from debris, normal wear and tear excepted.
- 10.1 ~~Upon the expiration or termination of this Interlocal Agreement, any personnel hired for positions to service COCONUT CREEK shall be hired by COCONUT CREEK or the successor service provider.~~ In the event of termination or expiration of this Interlocal Agreement, MARGATE and COCONUT CREEK shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MARGATE to a COCONUT CREEK provider and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this Interlocal Agreement. COCONUT CREEK agrees that upon any termination or expiration of this Interlocal Agreement, it shall hire and retain ~~the~~ 36 forty-four (44) of the individuals who are employed by MARGATE ~~hired by Margate to fill positions for the expansion of fire/EMS services to serve Coconut Creek, pursuant to this Agreement. This shall specifically include the (3) three Coconut Creek employees who were originally transferred to Margate, based upon the ILA dated November 29, 1999.~~
- 10.2 The process to determine the employees that will be hired by the Coconut Creek system will be that COCONUT CREEK shall post an opening for hiring for fire personnel including the number of individuals needed by rank or specialty, and hire a minimum of ~~33~~ 33 forty-four (44) additional employees from The Margate Fire service. Should less than ~~33~~ 33 forty-four (44) employees apply to Coconut Creek from within the Margate Fire System, then the remaining employees necessary or required to fulfill the minimum transfer requirement, shall be released from the Margate Fire service based on seniority (lowest seniority first, LIFO) regardless of rank, and Coconut Creek shall offer said employees placement within The Coconut Creek System. Coconut Creek shall then be released of the obligation to hire any additional persons from the Margate System. The ~~36~~ 36 forty-four (44) individuals that become Coconut Creek Fire employees pursuant to this article shall be accepted as Coconut Creek employees with a maximum of 150 hours of accrued sick time and 150 hours of accrued vacation time. Coconut Creek shall be responsible for the payment of said sick and vacation time.
- ~~12.2 MARGATE shall submit a quarterly report of the status and activities of the fire~~

~~rescue services provided to COCONUT CREEK during MARGATE's fiscal year pursuant to this Interlocal Agreement. MARGATE shall submit the report in a form(s) and at a time agreed upon by the Fire Chiefs or their designees for both parties.~~

13.2 Coconut Creek shall pay Margate the following annual amounts as described.

From	To	Amount
10/1/2010	9/30/2011	\$ 5,458,021
10/1/2011	9/30/2012	\$ 6,158,021
10/1/2012	9/30/2013	\$ 6,646,662
10/1/2013	9/30/2014	\$ 7,174,395
10/1/2014	9/30/2015	\$ 7,379,641*
<u>10/1/2015</u>	<u>9/30/2016</u>	<u>\$ 8,123,500*</u>

~~ If employees providing service to COCONUT CREEK do not receive additional compensation or benefit covering FY2015, MARGATE and COCONUT CREEK agree to negotiate the credit effect of this on the annual agreement amount for a subsequent agreement. If Margate receives grant funding for FY 2016 for Fire-Rescue personnel, one-half of the amount of the grant proceeds accepted and received by MARGATE for FY 2016 will be deducted from the above contract amount. Upon the expiration or termination of this Interlocal Agreement, any vehicles and/or equipment purchased through grant monies by MARGATE or COCONUT CREEK for Fire-Rescue purposes shall be disbursed in a fair and equitable manner and on a fair market value basis to MARGATE and COCONUT CREEK as further negotiated and agreed to in writing between both parties. There will be a cooperative effort between the cities of Margate and Coconut Creek to apply for grants under the Margate-Coconut Creek Fire system.~~*

14.1 This Interlocal Agreement shall become effective on October 1, 2010 and shall terminate on September 30, ~~2015~~ 2016.

3. Full Force and Effect. All other terms and conditions of the Interlocal Agreement between the City of Coconut Creek and the City of Margate providing for delivery of Emergency Medical and Fire Protection Services, dated October 1, 2010 and 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 dated September 11, 2014 not expressly modified by this Amendment No. 2 thereto remain in full force and effect.

4. Effective Date of Amendment No. 2. 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. 2 to the Agreement to be duly executed this ____ day of _____ 2015.

CITY OF COCONUT CREEK, FLORIDA

Rebecca A. Tooley, Mayor
____ day of _____, 2015

Mary C. Blasi, City Manager
____ day of _____, 2015

ATTEST:

APPROVED AS TO FORM:

Leslie Wallace May, City Clerk
____ day of _____, 2015

Terrill C. Pyburn, City Attorney
____ day of _____, 2015

CITY OF MARGATE, FLORIDA

Joanne Simone, Mayor
____ day of _____, 2015

Douglas E. Smith, City Manager
____ day of _____, 2015

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk
____ day of _____, 2015

Eugene M. Steinfeld, City Attorney
____ day of _____, 2015