

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

THIS AMENDMENT NO. 1 to the Interlocal Agreement between the CITY OF COCONUT CREEK, a Florida Municipal Corporation (“Coconut Creek”) and THE CITY OF MARGATE (“Margate”) Providing For Delivery of Emergency Medical and Fire Protection Services, dated October 1, 2010 is made this _____ day of _____, 2014.

WITNESSETH:

WHEREAS, Coconut Creek and Margate are desirous of amending the Interlocal Agreement between the City of Coconut Creek and Margate, providing for delivery of Emergency Medical and Fire Protection Services, dated October 1, 2010, (hereinafter referred to as “the Agreement”) to extend the term for one (1) year.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties 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.** Section 2.1; Article 4; Sections 6.2 and 9.2; Article 11; and Sections 13.2, 13.4.3, and 14.1 of the Agreement are amended and new Sections 6.7 and 6.8 are added as follows:

2.1 This Interlocal Agreement 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, ~~2014~~2015. 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.

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, 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. Station 94 shall be staffed with an ALS engine and ALS rescue transport unit with a minimum staff of five (5) firefighter/paramedics or EMTs, including a minimum of at least three (3) firefighters/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 ILA. 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 for the Margate/Coconut Creek system shall remain consisting of twenty-four (24) on-duty personnel per shift. Any permanent change shall be approved by the Coconut Creek City Manager or designee for which approval shall not be unreasonably withheld.

6.2 ~~All E-911 calls originating in COCONUT CREEK shall be answered by COCONUT CREEK's Public Safety Answering Point (PSAP). All calls for fire-rescue services received by COCONUT CREEK's Public Safety Answering Point, which require a response by MARGATE's Fire Rescue Division shall be immediately forwarded to MARGATE's Fire Rescue Communication Center for operational dispatch.~~

MARGATE shall provide Special Response Team (SRT) Paramedics to accompany and deploy with the COCONUT CREEK Police SWAT Team as needed. Such Paramedics shall train appropriately with the SWAT Team as needed. COCONUT CREEK shall provide any equipment or materials for the SRT Paramedics to effectively respond and deploy.

6.7 MARGATE Fire Rescue Personnel assigned to COCONUT CREEK Fire Rescue stations will be provided annual memberships to the COCONUT CREEK community fitness centers for the purpose of maintaining physical fitness for duty.

6.8 MARGATE shall provide an on-duty Fire and EMS 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.

9.2 COCONUT CREEK shall be responsible for structural repairs, maintenance (not including daily housekeeping), and replacement of mechanical equipment for COCONUT CREEK stations. COCONUT CREEK shall not be responsible for accidents or damage to the COCONUT CREEK property if caused by MARGATE's equipment or personnel. COCONUT CREEK shall be responsible for the maintenance and replacement of the carpeting and appliances as needed. Station 94 refrigerators and ice machines are property of Margate and are excluded. All furniture and station alerting systems shall be provided and maintained by ~~Margate~~ COCONUT CREEK at all Coconut Creek locations.

ARTICLE 11

VEHICLES/EQUIPMENT

Coconut Creek agrees to provide replacement and retain ownership of fire suppression and rescue vehicles in the event that vehicles normally stationed in COCONUT CREEK become inoperable. COCONUT CREEK agrees to provide and retain ownership of any new fire suppression or rescue vehicles for new Coconut Creek station 50. In the event an aerial vehicle assigned to COCONUT CREEK is inoperable or is out-of-service for maintenance, MARGATE will ~~utilize~~

~~an ALS Class A pumper in COCONUT CREEK and shall request stand-by aerial units in accordance with Broward County's Fire Chief's Mutual Aid Plan. temporarily supply an appropriate reserve aerial device. If all reserve aerial units are also out of service, MARGATE will utilize an ALS Class A pumper in COCONUT CREEK and shall request aerial units in accordance with Broward County's Fire Chiefs Mutual Aid Plan.~~ Any new equipment purchased by Coconut Creek, which may be put in active service during this contract, will be the property of Coconut Creek.

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

<u>From</u>	<u>To</u>	<u>Amount</u>
10/01/10	9/30/11	\$5,458,021
10/1/11	9/30/12	\$6,158,021
10/1/12	9/30/13	\$6,646,662
10/1/13	9/30/14	\$7,174,395
<u>10/1/14</u>	<u>9/30/15</u>	<u>\$7,379,641*</u>

** If employees providing service to COCONUT CREEK do not receive additional compensation or benefits covering FY 2015, MARGATE and COCONUT CREEK agree to negotiate the credit effect of this on the annual agreement amount for a subsequent agreement.*

13.4.3 The parties acknowledge and agree that COCONUT CREEK shall be reimbursed in full for ~~the first \$500,000~~ one hundred percent (100%) of the fees collected (less billing service provider fees) from within Coconut Creek for those persons receiving ALS/BLS transport services. ~~Thereafter, any revenue collected over and above \$500,000, Margate shall reimburse Coconut Creek at a rate of fifty percent.~~

14.1 This Interlocal Agreement shall become effective on October 1, 2010, and shall terminate on September 30, ~~2014~~2015.

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, not expressly modified by this Amendment No. 1 thereto remain in full force and effect.

4. **Effective Date of Amendment No. 1.** This Amendment shall not be effective until it is approved and signed by both of the parties.

IN WITNESS WHEREON, the parties hereto have caused this Amendment No. 1 to be duly executed this _____ day of _____, 2014.

ATTEST:

CITY OF COCONUT CREEK, FLORIDA

City Clerk

By:

Lisa K. Aronson, Mayor

Approved as to Form:

City Attorney

ATTEST:

CITY OF MARGATE, FLORIDA

City Clerk

By:

Lesla Peerman, Mayor

Approved as to Form:

City Attorney

By:

Doug Smith, City Manager