

RESOLUTION NO. 2015-211

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE SHERIFF OF BROWARD COUNTY DATED NOVEMBER 8, 2012 PROVIDING FOR DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO CERTAIN PORTIONS OF UNINCORPORATED BROWARD COUNTY KNOWN AS HILLSBORO PINES AND HILLSBORO RANCHES BY THE CITY OF COCONUT CREEK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Coconut Creek and the Sheriff of Broward County (BSO) entered into an Interlocal Agreement (ILA) on November 8, 2012 for the provision of fire protection and emergency medical services to certain areas of unincorporated Broward County known as Hillsboro Pines and Hillsboro Ranches; and

WHEREAS, the ILA provides for an initial three (3) year term from the date of execution of the ILA until September 30, 2015 and then it provides for automatic renewals each year for four (4) years until terminated in writing; and

WHEREAS, both parties are desirous of extending the term of the Agreement in order to avoid any lapse in the delivery of fire protection and emergency medical services; and

WHEREAS, the ILA references an outdated Agreement between the City of Coconut Creek and Margate as Exhibit "A" to the ILA; and

WHEREAS, the parties desire to substitute an updated Agreement between the City of Coconut Creek and the City of Margate as an amended Exhibit "A"; and

WHEREAS, the City, through its contracted provider of fire rescue services, has the ability and is willing to continue to provide fire protection and emergency medical

services to the aforementioned areas.

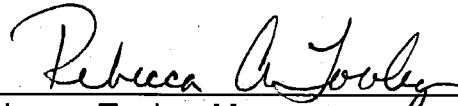
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

SECTION 1: That the City Commission has reviewed and approves the attached Amendment No. 1 to the Interlocal Agreement between the City of Coconut Creek and the Sheriff of Broward County for the provision of fire protection and emergency medical services to certain areas of unincorporated Broward County known as Hillsboro Pines and Hillsboro Ranches.

SECTION 2: That the City Manager of Coconut Creek is hereby authorized to execute the attached Amendment No. 1 to the Interlocal Agreement between the City of Coconut Creek and the Sheriff of Broward County for the provision of fire protection and emergency medical services to certain areas of unincorporated Broward County known as Hillsboro Pines and Hillsboro Ranches.

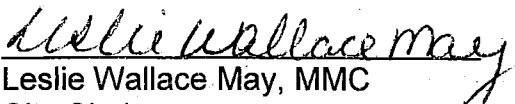
SECTION 3: That this Resolution shall take effect immediately upon its passage and adoption.

Adopted this 8th day of October, 2015.



Rebecca Tooley, Mayor

Attest:


Leslie Wallace May, MMC
City Clerk

Tooley	<u>Aye</u>
Belvedere	<u>Aye</u>
Sarbone	<u>Aye</u>
Welch	<u>Aye</u>
Rydell	<u>Aye</u>

First Amendment to Interlocal Agreement

Between

SHERIFF OF BROWARD COUNTY

And

CITY OF COCONUT CREEK

This First Amendment "Amendment" to the Interlocal Agreement by and between Sheriff of Broward County and the City of Coconut Creek dated November 14, 2012 ("ILA") is made and entered into this 10th day of October, 2015 by and between BROWARD COUNTY SHERIFF'S OFFICE, hereinafter referred to as "BSO" and the CITY OF COCONUT CREEK, FLORIDA, hereinafter referred to as "City".

WHEREAS, on November 14, 2012, City, acting through its City Commission, approved the ILA for delivery of Fire Protection and Emergency Medical Services by City within a certain portion of unincorporated Broward County known as Hillsboro Pines and Hillsboro Ranches, and

WHEREAS, the ILA provides for an initial three (3) year term from the date of execution of the ILA until September 30, 2015 and then it provides for automatic renewals each year for four (4) years until terminated in writing; and

WHEREAS, the ILA references an outdated Agreement between the City of Coconut Creek and Margate as Exhibit "A" to the ILA; and

WHEREAS, the parties desire to substitute an updated Agreement between the City of Coconut Creek and the City of Margate as an amended Exhibit "A"; and

WHEREAS, this Amendment is in the best interest of the City and citizens of Coconut Creek.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The parties agree that Exhibit "A" shall be amended to provide a copy of the updated Agreement (Amendment No. 2 to the Interlocal Agreement between the City of Coconut Creek and the City of Margate providing for delivery of Emergency

3. Section 6.1 of the ILA shall be amended to read:

6.1 For the period of October 1, 2012 through September 30, 2015 and any renewal period thereafter, BSO shall pay CITY on a quarterly basis, an amount equal to the fire assessment fees collected by the Broward County Property Appraiser for the unincorporated properties within the area described in Exhibit "B" for the provision of emergency medical and fire protection services rendered by CITY pursuant to this Interlocal Agreement for the period referenced above. The parties recognize and acknowledge that although the agreement will be fully executed subsequent to October 1, 2012, the payments to the CITY will be retroactive to October 1, 2012.

4. Except to the extent modified herein, all other terms and conditions of the ILA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this

Amendment on this 10th day of October, 2015.

BSO

SHERIFF OF BROWARD COUNTY

By: _____

Anthony P. Stravino, Fire Chief

Date: 09/28/2015

Approved as to form and legal sufficiency
Subject to execution by the parties:

By: _____

Ronald M. Gunzburger, General Counsel

Date: 09/29/15

Attest:

Leslie Wallace May
Leslie Wallace May, City Clerk

CITY

City of Coconut Creek

By: Mary C. Blasi
Mary C. Blasi, City Manager

Date: 10-13-15

Approved as to Form:

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

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").

WITNESSETH:

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~~ consist 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: 60 seconds for emergency calls not requiring personal protective equipment (PPE); 90 seconds for emergency calls requiring the donning of PPE; and 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 minutes or less 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.

~~5.15 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 forty-four (44) additional employees from The Margate Fire service. Should less than 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 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**
10/1/2015	9/30/2016	\$ 8,123,500*

~~* 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 ~~16th~~ ^{24th (6A)} day of September, 2015.

CITY OF COCONUT CREEK, FLORIDA

Becky Tooley, Mayor
____ day of _____, 2015

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

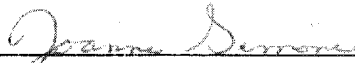
ATTEST:

APPROVED AS TO FORM:


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

Terrill Pyburn, City Attorney
____ day of _____, 2015

CITY OF MARGATE, FLORIDA



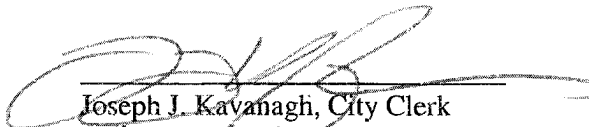
Joanne Simone, Mayor
16th day of Sept., 2015



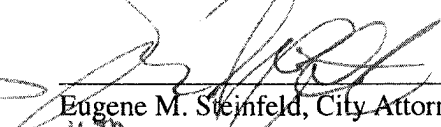
Douglas E. Smith, City Manager
16th day of September, 2015

ATTEST:

APPROVED AS TO FORM:



Joseph J. Kavanagh, City Clerk
16th day of September, 2015



Eugene M. Steinfeld, City Attorney
16th day of September, 2015

IN WITNESS WHEREON, the parties hereto have caused this Amendment No. 2 to the Agreement to be duly executed this 24th day of September, 2015.

CITY OF COCONUT CREEK, FLORIDA

Rebecca A. Tooley
Rebecca A. Tooley, Mayor
23rd day of September, 2015

Mary C. Blasi
Mary C. Blasi, City Manager
23rd day of SEPTEMBER, 2015

ATTEST:

APPROVED AS TO FORM:

Leslie Wallace May
Leslie Wallace May, City Clerk
24th day of September, 2015

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney
24th day of September, 2015

CITY OF MARGATE, FLORIDA

Joanne Simone
Joanne Simone, Mayor
____ day of _____, 2015

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

ATTEST:

APPROVED AS TO FORM:

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

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