

**RESOLUTION NO. 2014 - 62**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR OF COCONUT CREEK TO EXECUTE AN AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE CITY OF MARGATE DATED OCTOBER 1, 2010 PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES IN ORDER TO EXTEND THE TERM OF THE AGREEMENT FOR ONE (1) YEAR; IN ORDER TO PROVIDE FOR INCREASED FEES TO MARGATE; AND IN ORDER TO PROVIDE FOR TOTAL REIMBURSEMENT OF EMS BILLING COLLECTIONS REVENUE BY MARGATE TO COCONUT CREEK FOR THOSE SERVICES PROVIDED WITHIN COCONUT CREEK; AND IN ORDER TO PROVIDE FOR CLARIFICATION REGARDING STAFFING AND EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Coconut Creek and the City of Margate entered into an Interlocal Agreement on October 1, 2010. Said Interlocal Agreement provided for the delivery of emergency medical and fire protection services by Margate to Coconut Creek in order to protect the health, safety, and welfare of the residents of Coconut Creek; and

**WHEREAS**, the October 1, 2010 Interlocal Agreement is due to expire on September 30, 2014 and both parties are desirous of extending the term of the Agreement for one (1) year until September 30, 2015 in order to avoid any lapse in the delivery of emergency medical and fire protection services to the residents of the City of Coconut Creek; and

**WHEREAS**, both parties have agreed that Margate shall provide Special Response Team (SRT) Paramedics to accompany and deploy with the Coconut Creek Police SWAT Team as needed; and

**WHEREAS**, Margate shall provide an on-duty Fire/EMS unit for up to five (5) annual Coconut Creek City-sponsored special events as requested by the City

Manager; and

**WHEREAS**, both parties have agreed that the Agreement should be clarified to provide that all Margate Fire Rescue Personnel assigned to Coconut Creek Fire Rescue stations will be provided annual memberships to the Coconut Creek Community Fitness Centers; and

**WHEREAS**, Coconut Creek shall provide and maintain all furniture and station alerting systems at all Coconut Creek locations; and

**WHEREAS**, Coconut Creek agrees to provide and retain ownership of any new fire suppression or rescue vehicles for new Coconut Creek Fire Station 50; and

**WHEREAS**, both parties agree that at Station 94 there shall be at least a minimum of three (3) firefighter/paramedic or EMT personnel on each ALS rescue transport unit and at least two (2) firefighter/paramedic or EMT personnel on each ALS engine; and

**WHEREAS**, Temporary Station 50 (Rowe Center) shall be equipped with an ALS Rescue Transport Unit with at least a minimum of three (3) firefighters/paramedics or EMTs; and

**WHEREAS**, both parties have agreed that a slight increase in the existing annual fee of \$7,174,395 to bring it up to \$7,379,641 is in order due to increases in costs for providing said services provided that a Union Contract is reached between Margate and IAFF providing for personnel pay increases; and

**WHEREAS**, both parties have agreed that Coconut Creek is entitled to be reimbursed at a rate of one hundred percent (100%) of the amount collected by Margate for all Emergency Medical Services Billing for services provided within Coconut Creek less billing service provider fees.

**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 City of Margate for Delivery of Emergency Medical and Fire Protection Services.

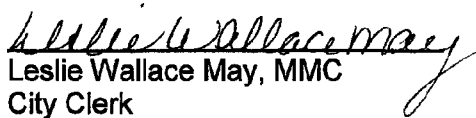
**SECTION 2:** That the Mayor of Coconut Creek is hereby authorized to execute the attached Amendment No.1 to the Interlocal Agreement between the City of Coconut Creek and the City of Margate for Delivery of Emergency Medical and Fire Protection Services.

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

Adopted this 11th day of September, 2014.

  
\_\_\_\_\_  
Lisa K. Aronson, Mayor

Attest:

  
Leslie Wallace May, MMC  
City Clerk

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

**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 11th day of September, 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
<b><u>10/1/14</u></b>	<b><u>9/30/15</u></b>	<b><u>\$7,379,641*</u></b>

*\* 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 11th day of September, 2014.


ATTEST:

**CITY OF COCONUT CREEK, FLORIDA**

  
\_\_\_\_\_  
City Clerk, Leslie May, MMC

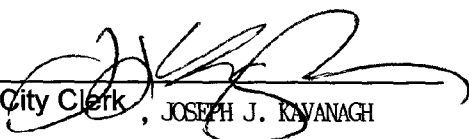
By:   
\_\_\_\_\_  
Lisa K. Aronson, Mayor

Approved as to Form:

  
\_\_\_\_\_  
City Attorney, Terrill Pyburn

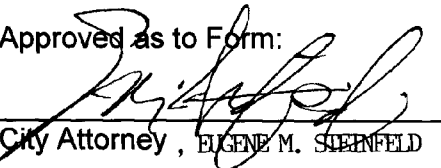
ATTEST:

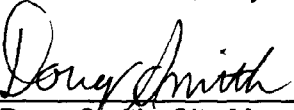
**CITY OF MARGATE, FLORIDA**

  
\_\_\_\_\_  
City Clerk, JOSEPH J. KAVANAGH

By:   
\_\_\_\_\_  
Lesa Peerman, Mayor

Approved as to Form:

  
\_\_\_\_\_  
City Attorney, EUGENE M. STERNFELD

By:   
\_\_\_\_\_  
Doug Smith, City Manager



CITY OF MARGATE, FLORIDA

RESOLUTION NO. 12-545

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING "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"; PROVIDING FOR ONE YEAR EXTENSION.

---

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves "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" to provide for a one year extension.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said Amendment No. 1 on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 17<sup>TH</sup> day of SEPTEMBER 2014.

ATTEST:

  
\_\_\_\_\_  
JOSEPH J. KAVANAGH  
CITY CLERK

  
\_\_\_\_\_  
MAYOR LESA PEERMAN

RECORD OF VOTE

Talerico	<u>Yes</u>
Bryan	<u>Yes</u>
Ruzzano	<u>Yes</u>
Simone	<u>Yes</u>
Peerman	<u>Yes</u>