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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN CITY OF WILTON MANORS AND CITY OF FORT LAUDERDALE

Approved Comm. Mtg. on August 18, 2015

CAM#15-0769

ITEM: CM-8

Routing Origin: CAO Attached: copy of CAM Original Documents

1) City Attorney's Office: Approved as to Form: 3 Originals to City Manager

DJ Williams-Persad



CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) City Manager: Please sign as indicated and forward 3 originals to Mayor.

3) Mayor: Please sign as indicated and forward 3 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) City Clerk: Forwards all documents to: Paul Vanden Berge, Public Safety Administrator

Original Route form to Glynis Burney

**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment") dated this 8 day of September 2015, by and between:

CITY OF WILTON MANORS, a municipal corporation of the State of Florida, hereinafter referred to as "WILTON MANORS".

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "FORT LAUDERDALE"

W I T N E S S E T H

WHEREAS, on January 14, 2010, WILTON MANORS and FORT LAUDERDALE entered into an Interlocal Agreement ("Interlocal Agreement") for the delivery of emergency medical and fire protection services ("Services") by FORT LAUDERDALE within the municipal boundaries of WILTON MANORS; and,

WHEREAS, notwithstanding the provisions of Section 13.2 of the Interlocal Agreement providing that if new terms and conditions have not been agreed upon by September 30, 2014, the Interlocal Agreement shall automatically renew with the same terms and conditions for an additional five year period without further action of the parties, the parties wish to amend the terms and conditions of the Interlocal Agreement and extend the term; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, WILTON MANORS and FORT LAUDERDALE do hereby agree as follows:

1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.
2. The term on the Interlocal Agreement shall be extended for an additional five years commencing October 1, 2015 and ending on September 30, 2020.
3. Exhibit 2 of the Interlocal Agreement is hereby amended to replace the existing Exhibit 2 with Exhibit 2 attached hereto to provide for the calculation of the annual fee for each year of the new term of the Interlocal Agreement ("Base Annual Service Fee).
4. Section 10.2 through 10.4 are hereby deleted in their entirety and replaced with the following:

10.2 WILTON MANORS shall contribute to the FORT LAUDERDALE Vehicle Replacement Account for the replacement of one fire engine and one fire rescue unit with sufficient funds to replace the as follows:

10.2.1 Under the terms of the INTERLOCAL AGREEMENT, WILTON MANORS has contributed a total of \$615,532.82 including accrued interest to the FORT LAUDERDALE Vehicle Replacement Account ("Account") through April 30, 2015. Further contributions of \$4,600.00 per month will be made to the Account by WILTON MANORS through September 30, 2015. The accumulated monies in the Account shall be used by FORT LAUDERDALE to purchase a replacement for Fire Engine 16 (2005 Pierce Pumper VIN 4P1CU01H95A004899) and for no other purpose. It is the goal of both parties that Fire Engine 16 will be replaced before December 31, 2015.

The Base Annual Service Fee payable by WILTON MANORS under this First Amendment as shown on Exhibit 2 includes an annual contribution of \$55,000.00 ("Annual Contribution") to the Account for the replacement of Fire Engine 16 (2005 Pierce Pumper VIN 4P1CU01H95A004899 or its replacement vehicle). The Annual Contribution will be adjusted annually by the CPI as described in Exhibit 2, Section 4.

The Base Annual Service Fee payable by WILTON MANORS under this First Amendment also includes an annual contribution of \$31,485 to the FORT LAUDERDALE Vehicle Replacement Account for the replacement of Rescue Unit 16 ("Annual Rescue Unit Contribution"). The Annual Rescue Unit Contribution represents a 68.45% share of the total annually amortized replacement cost of Rescue Unit 16, and will be adjusted annually by the CPI as described in Exhibit 2, Section 4.

10.2.2 The accumulated funds paid by WILTON MANORS into the Account under the Interlocal Agreement and under the provisions of this First Amendment shall accrue interest at the monthly rate of one-twelfth of the annual rate for U.S. Government Securities, Treasury Constant Maturities, 5-year Maturity, as published monthly in the U.S. Federal Reserve Statistical Release H.15 or its successor.

10.3 In the event of termination of the Interlocal Agreement, as amended, FORT LAUDERDALE shall return to WILTON MANORS all monies received from WILTON MANORS and held on account in the ACCOUNT at date of termination (or expiration) of the Interlocal Agreement, as amended together with interest at the rate provided in Article 10.2.2 of the Interlocal Agreement in addition to the 2005 Pierce Pumper VIN 4P1CU01H95A004899 or its replacement vehicle. Additionally, at date of termination (or expiration) of the Interlocal Agreement, as amended, FORT LAUDERDALE will retain Rescue Unit 16, or its replacement and shall pay to WILTON MANORS, an amount of money equal to 68.45% of the market value of the Rescue Unit 16, or its replacement.

10.4 Upon the retirement of the 2005 Pierce Pumper (Fire Engine 16), or its replacement vehicle, from service by FORT LAUDERDALE, it will be returned to WILTON MANORS, or WILTON MANORS may in its sole and absolute discretion place the Engine in the next FORT LAUDERDALE auction and receive all monies received for its sale less all normal and customary auction charges.

6. As permitted by applicable law, WILTON MANORS shall maintain the exclusive right to collect all monies related to the Firefighter Pension provisions of Chapter 175, Florida Statutes, as amended, for its retired volunteer firefighter pension program. FORT LAUDERDALE shall not assert any right(s) to the Chapter 175 monies otherwise paid or payable by the State of Florida to WILTON MANORS for its retired volunteer firefighter pension program.

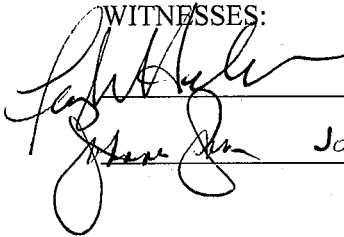
7. The Parties agree that in all other respects the INTERLOCAL AGREEMENT shall remain in

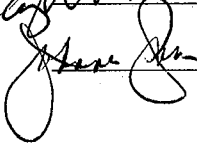
full force and effect, except as specifically modified herein.

8. WILTON MANORS and FORT LAUDERDALE executed a separate Interlocal Agreement on August 7, 2013, for fire prevention services, including inspection, plan review and fire investigation services. This First Amendment shall not affect the August 7, 2013 Interlocal Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:



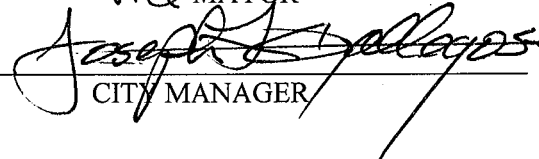
Leigh Ann Henderson


JOANNIE GOODNIGHT

CITY OF WILTON MANORS:

BY: 

VICE MAYOR

BY: 

CITY MANAGER

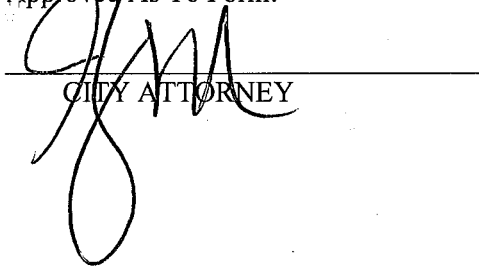
(CORPORATE SEAL)

ATTEST:



CITY CLERK

Approved As To Form:



CITY ATTORNEY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

[Signature]
[Signature]

CITY OF FORT LAUDERDALE:

BY: *[Signature]*
MAYOR

BY: *[Signature]*
CITY MANAGER

(CORPORATE SEAL)

ATTEST: *[Signature]*
CITY CLERK

Approved As To Form:

[Signature]
ASS. CITY ATTORNEY

EXHIBIT 2
ANNUAL SERVICE FEES
PAYABLE BY WILTON MANORS TO FORT LAUDERDALE

1. WILTON MANORS agrees to pay a maximum Base Annual Service Fee of \$2,707,714 - all inclusive- for the first year of Services beginning on October 1, 2015 and ending at midnight on September 30, 2016 (FY 15-16), as adjusted below. FORT LAUDERDALE shall continue to bill for and collect all EMS transport fees within WILTON MANORS. WILTON MANORS estimates EMS transport fees to be \$400,000 per year. The estimated EMS transport fees collected by FORT LAUDERDALE shall offset the maximum Base Annual Service Fee due and owing by WILTON MANORS to FORT LAUDERDALE. Therefore, the maximum Base Annual Service Fee of \$2,707,714 shall be reduced by the estimated annual EMS transport fees of \$400,000 to \$2,307,714, which shall be divided by twelve (12) for a monthly payment of \$192,310 in FY15-16. The Base Annual Service Fee shall be payable in equal monthly installments no later than the 10th of each month commencing in October 2015 as provided in Article 12 of the Interlocal Agreement.
2. Because it will take roughly a full year for FORT LAUDERDALE to collect all EMS transport fees earned by FORT LAUDERDALE for FY15-16, actual EMS Transport fees for FY 15-16 will not be fully known until the start of FY17-18. Therefore, the maximum Base Annual Service Fee owed to FORT LAUDERDALE by WILTON MANORS for FY17-18 (October 1, 2017-September 30, 2018) shall be further adjusted up or down by the difference between the \$400,000 estimate for FY15-16 and the actual EMS transport fees collected by FORT LAUDERDALE for FY15-16. For example: if the actual EMS transport fees received by FORT LAUDERDALE from services provided for in FY15-16 is \$420,000, then the Base Annual Service Fee for FY17-18 shall be reduced by \$420,000 (\$400,000 from expected EMS transport fees and \$20,000 from the adjusted FY15-16 EMS transport fees).
3. The annual adjustment to the maximum Base Annual Service Fee for FORT LAUDERDALE'S collection of actual EMS transport fees identified in paragraph 2.2 above shall continue forward for each fiscal year during the term of the First Amendment so that FY16-17 EMS transport fees collected by FORT LAUDERDALE shall, as it varies from \$400,000, adjust the FY18-19 Base Annual Service Fee and so on. At the end of the term of this First Amendment, or subsequent amendments, FORT LAUDERDALE and WILTON MANORS shall account to each other in accordance with provisions of hereof.
4. The Base Annual Service Fee for FY16-17 (October 1, 2016-September 30, 2017), and each year thereafter during the term of the First Amendment, shall be increased by an amount equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the South Urban region, for all items, not seasonally adjusted, published for March of the current calendar year as compared to the March in the prior calendar year, multiplied by the Base Annual Service Fee for the prior year. This same method of increase will be carried forward to all future years of the First Amendment, adjusting the year-end dates in the same relationship to the contract year as specified above. However, the annual percentage increase shall never exceed 1.25 times the percentage increase of the prior year, and the annual percentage increase shall never be below zero. For example, if the percentage change in the CPI for the next three years is 2%, 3%, 1% respectively, then the increase in the Base Annual Service Fee resulting from CPI changes would be 2%, 2.5%, 1% over that three (3) year

time-frame.

For example only, let us assume that the values of the appropriate CPI index are as follows:

<u>CPI Index Date</u>	<u>CPI Index</u>	<u>Index Change</u>	<u>Index % Change</u>	<u>Maximum % Change</u>	<u>Contract Adjustment %</u>
March 2015	229.337				
March 2016	233.924	4.587	2.00%		2.00%
March 2017	240.942	7.018	3.00%	2.50%	2.50%
March 2018	243.351	2.409	1.00%	3.125%	1.00%

The annual CPI adjustment for FY16-17 would be derived by dividing the index for March 2016 by the index for March 2015 ($233.924 / 229.337 = 1.0200$). This indicates a 2.00% increase in the CPI, and the Base Annual Service Fee for FY16-17 would be $1.0200 \times$ the Base Annual Service Fee for FY15-16 ($1.0200 \times \$2,707,714.00 = \$2,761,868.28$).

The annual CPI adjustment for FY17-18 would be derived by dividing the index for March 2017 by the index for March 2016 ($240.942 / 233.924 = 1.0300$). This indicates a 3.00% increase in the CPI. A 3.00% increase would be 1.5 times the prior year increase of 2.00% ($3.00 / 2.00 = 1.5$). Since the annual percentage increase shall never exceed 1.25 times the percentage increase of the prior year, the maximum increase allowed for FY17-18 is 2.50% ($2.00\% \times 1.25 = 2.50\%$). The Base Annual Service Fee for FY17-18 would be $1.0250 \times$ the Base Annual Service Fee for FY16-17 ($1.025 \times \$2,761,868.28 = \$2,830,914.99$).

The annual CPI adjustment for FY18-19 would be derived by dividing the index for March 2018 by the index for March 2017 ($243.351 / 240.942 = 1.0100$). This indicates a 1.00% increase in the CPI. An increase of 1.00% falls below the maximum increase allowed of 3.125% ($2.50\% \times 1.25 = 3.125\%$). The Base Annual Service Fee for FY18-19 would be $1.0100 \times$ the Base Annual Service Fee for FY17-18 ($1.0100 \times \$2,830,914.99 = \$2,859,224.14$).

5. Fort Lauderdale shall act reasonably and diligently to collect any and all EMS transport fees.

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RESOLUTION NO. 2015 – 0075

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF WILTON MANORS, FLORIDA,
APPROVING AND AUTHORIZING THE PROPER
CITY OFFICIALS OF THE CITY OF WILTON
MANORS TO EXECUTE THE FIRST AMENDMENT
TO THE INTERLOCAL AGREEMENT WITH THE
CITY OF FORT LAUDERDALE, FLORIDA, FOR
FIRE-RESCUE SERVICES; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

14 **WHEREAS**, the City Commission of the City of Wilton Manors, Florida, deems it
15 beneficial to approve the First Amendment to the Interlocal Agreement with the City of Fort
16 Lauderdale, for Fire-Rescue Services.

17 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**
18 **THE CITY OF WILTON MANORS, FLORIDA, THAT:**

19 **Section 1.** The aforementioned “Whereas” clause is hereby ratified and
20 confirmed as being true and correct and incorporated herein.

21 **Section 2.** The City Commission of the City of Wilton Manors, Florida, hereby
22 approves the terms and conditions of the First Amendment to the Agreement with the City of
23 Fort Lauderdale, for Fire-Rescue Services said First Amendment having been submitted for
24 consideration by the City Commission in written form, a copy of which is attached hereto
25 and made a part hereof.

26 **Section 3.** The proper City Officials of the City of Wilton Manors be, and they
27 are hereby authorized and directed to execute said Amendment in written form.

28 **Section 4.** All resolutions or parts of resolutions in conflict herewith be and the
29 same are repealed to the extent of such conflict.

