SECOND AMENDMENT TO INTERLOCAL AGREEMENT REGARDING THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES

This Second Amendment to the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services is made and entered into as of this 5th day of September, 2013, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), and the City of Tallahassee, Florida, a Florida municipal corporation (the "City"), collectively the Parties.

RECITALS

WHEREAS, the Parties entered into an Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services, dated April 16, 2009, and a First Amendment to Interlocal Agreement, dated June 9, 2009 (collectively, the "Agreement"); and

WHEREAS, Section 4 of the Agreement provides that Exhibits A, B, C, D, and E are incorporated therein; and

WHEREAS, Exhibit E, Paragraph 6.A, to the Agreement provides that modifications to the Interlocal Agreement may be effectuated upon agreement of the Parties; and

WHEREAS, the Parties wish to further amend the Agreement to provide for a Second Term and to address certain long term financial and public safety related issues of both the County and the City; and

WHEREAS, the intent of the Parties is to ensure that appropriate levels of service for Fire and Emergency Medical Services are being provided to the citizens of Leon County and the City of Tallahassee at the most reasonable costs available; and

WHEREAS, to further ensure that all reasonable cost containment measures have been taken, the Parties intend that the new Fire Station 16, which is being designed and will be

constructed on Weems Road, will be staffed, during the remainder of the Initial Term, utilizing existing human resources, and that construction of two (2) other preliminarily planned fire stations will be deferred until further action of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

A. That the Recitals set forth above are incorporated herein and by reference made a part hereof.

B. Exhibit E, Paragraph 1.A, to the Agreement is hereby amended in its entirety to read as follows:

> This Agreement shall be effective on the Effective Date. The Initial Term shall commence on October 1, 2009 ("Commencement Date") and continue for a term of six (6) years or until terminated in accordance with this Exhibit. The Second Term shall commence on October 1, 2015 and continue for a term of ten (10) years or until terminated in accordance with this Exhibit.

C. Exhibit E, Paragraph 1.B, to the Agreement is hereby amended in its entirety to read as follows:

> Should both Parties desire to terminate this Agreement before expiration of the Second Term, the Agreement shall be deemed terminated upon the effective date of such termination. Such termination and effective date shall be set forth in writing and signed by both Parties.

D. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

Section 2. Provision of Services.

A. Emergency Medical Services. The City shall provide Advanced Life Support (ALS) services continuously within the Primary Response Area (PRA) of those fire stations as designated in Exhibit A. The County shall provide a Medical Director for ALS and Basic Life Support (BLS) services provided by the City to the County, who shall meet all requirements of, and perform the duties and obligations required of, a medical director under Chapter 401, Florida Statutes.

B. Fire Services. During the Initial Term, the City shall provide Fire Services continuously within the respective PRAs of all fifteen (15) fire stations, as identified in Exhibit B, and shall provide a level of services, and shall maintain both minimum staffing and apparatus, in accordance with a fire services five-year rate study (Rate Study), which upon adoption by the Parties will be made a part of this Agreement as Exhibit C. During the Second Term, the City shall provide Fire Services continuously within the respective PRAs of all sixteen (16) fire stations as designated in Exhibit G, and shall provide a level of services, and shall maintain both minimum staffing and apparatus, in accordance with a fire services rate study (Second Term Rate Study), to be performed in accordance with Section 3.A of this Agreement and which upon adoption by the Parties will be made a part of this Agreement as Exhibit F. Fire stations may change from time to time to meet changing needs, but in no event shall the location change nor the number of fire stations decrease without the prior approval of the County.

E. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

Section 3. Funding of and Payment for Services.

A. The Rate Study, Exhibit C, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the

Initial Term. Not later than January 1, 2015, the Parties shall authorize development of a Second Term Rate Study, subject to the provisions of Section 4. The Second Term Rate Study, the cost of which shall be paid from Fire Services funds, shall be made a part of this Agreement upon adoption by the Parties.

B. The Second Term Rate Study, Exhibit F, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the Second Term. The Second Term Rate Study, Exhibit F, shall be developed utilizing one of the following structures, as mutually agreed by the Parties:

1. A flat initial five-year assessment/fee rate structure, based upon an assessment methodology utilizing 100% funding of the total assessable costs included in the five-year budget for Fire Services (Fiscal Years 2015 through 2019), but in no event shall any increase in the single family dwelling unit rate exceed 15% of the rate for same, as set forth in Table 16 of Exhibit C; followed by a variable second five-year assessment/fee rate structure utilizing an annual inflationary or appropriate alternative index adjustment; or

2. A variable ten-year assessment/fee rate structure, based upon an assessment methodology utilizing 100% funding of the total assessable costs for the fiscal year 2015 budget for Fire Services and incorporating an annual inflationary or appropriate alternative index adjustment; or

3. A combination of the foregoing structures or an alternate structure, as mutually agreed by the Parties.

C. The Parties may levy an annual fire services special assessment on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire

Services consistent with the Rate Study, Exhibit C, during the Initial Term and consistent with the Second Term Rate Study, Exhibit F, during the Second Term, and the City shall collect the same, including in the unincorporated area unless otherwise collected utilizing the provisions of §197.3632, Florida Statutes. The Parties shall levy and the City shall collect an annual fire services fee on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, during the Initial Term and consistent with the Second Term Rate Study, Exhibit F, during the Second Term, which are not otherwise assessed.

D. At the end of the first five-year period of the Second Term, either Party may, based upon extraordinary circumstances that may have occurred that have effected the financial conditions utilized in developing the annual fire services special assessment and fee (i.e. inflation rate and/or fuel prices have increased extraordinarily, etc.), request a new rate study be developed by the Parties; however, no new rate study shall be developed without mutual written agreement of the Parties.

E. The EMS MSTU Ordinance shall be revised or amended by the City so that the subject ordinance, which consents to the inclusion of the territorial boundaries of the City of Tallahassee into boundaries of the EMS MSTU, shall expire not earlier than the last day of the Second Term of this Agreement and so that the millage limitation shall be changed to ¾ mills upon all real and personal property within the EMS MSTU.

F. Payment for services shall be made as provided in Exhibit D.

F. Section 4 of the Agreement is hereby amended in its entirety to read as follows:

Section 4. Exhibits and Supplemental Provisions.

Exhibits A through E, inclusive, which are attached hereto, and Exhibits F and G, when prepared and attached hereto, shall be deemed incorporated herein as if fully set forth below. The Parties shall comply with the provisions set forth in Exhibits D and E.

G. Exhibit D to the Agreement is hereby amended in its entirety to read as follows:

EXHIBIT D

Payment of Service

1. The City shall collect all fire services fees and assessments imposed by the Parties, in both the incorporated and unincorporated areas of Leon County, unless otherwise collected utilizing the provisions of section 197.3632, Florida Statutes. The City hereby acknowledges that its collection of any fire services fees and assessments imposed by the County shall constitute full payment by the County to the City for all Fire Services provided under the Agreement, subject to the provisions of paragraph 7. Revenues from the unincorporated area will be accounted for in a separate revenue line within the Fire Services Fund.

2. On a quarterly basis and at the end of each fiscal year, the City will provide the County reports identifying total fire services fee revenue collections in the unincorporated area.

3. On or before the 10th day of October of each fiscal year, the City will remit to the County the amount included in the Rate Study or Second Term Rate Study, as applicable, for that fiscal year for the support of Volunteer Fire Departments.

4. The County agrees to pay the City the following amounts for all ALS services, as follows:

On or before the 10^{th} day of each quarter (October, January, April and July), the County shall pay the City the amount of $675,503 for FY2010, $690,364 for FY2011, $705,552 for FY2012, $721,074 for FY2013, $736,938 for FY2014, and $753,151 for FY2015. For the

Second Term, the ALS payment from the County to the City will be annually adjusted to reflect the lesser of (i) the increase in the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, All items (unadjusted) during the most recent twelve-month period for which such index is available at the time the adjustment is calculated, or (ii) the rate of property value growth in Leon County, as determined and reported by the Leon County Property Appraiser, but in no event shall the ALS payment increase by more than 5% annually.

5. Both the City and County recognize that fire services fee rates are based on average assessable costs as reflected in fiscal year(s) budgets. Possible surplus revenues collected in the early years are intended to offset probable increased costs in the latter years identified in the Rate Study and Second Term Rate Study. Any excess funds at the end of each fiscal year will be transferred into a Fire Services Reserve fund for future appropriation.

6. Increases in annual appropriations to the Fire Services Fund shall be restricted to the growth rates in expenditures as identified in the Rate Study or Second Term Rate Study, as applicable. Deviation from these growth rates will need to be approved by the AMC and ratified by the City Commission.

7. The County shall remit to the City all fire services assessment funds received by the County, less the costs of collections, if any, and not previously remitted to the City, at such time as may be agreed upon by the Parties. Within twelve months of the end of each fiscal year, both Parties shall make a financial determination as to the percentage of fire services fees and assessments collected in proportion to the amounts billed for Fire Services for that fiscal year. In the event the amount collected is less than 95% of the amount billed by or on behalf of that Party for such fiscal year, that Party shall be responsible for remitting, to the Fire Services Fund, funds necessary to equal 95% of the amount billed. If an annual shortfall occurs in the Fire Services

Fund the AMC shall determine whether Fire Services Reserve funds should be released to address the deficiency. If Fire Services Reserve funds are not adequate, the AMC may make a recommendation on how to address the shortfall to the Parties and may authorize a new rate study be undertaken.

H. Exhibit E, Paragraph 5, to the Agreement is hereby amended in its entirety to read as follows:

5. Conditions Precedent.

A. The following are conditions precedent to the effectiveness of this Second Amendment to the Agreement and to the obligations of the Parties to comply with the terms and conditions of this Second Amendment to the Agreement:

1. The Parties enter into an Interlocal Agreement providing for the distribution and use of the proceeds of the 5th-Cent Local Option Fuel Tax, not later than September 6, 2013;
2. The Parties enter into a Second Addendum to Agreement for Expenditure of Local Option Gas Tax Proceeds, related to the 6th-Cent Local Option Fuel Tax, not later than September 6, 2013;
3. The County adopts an Ordinance amending Chapter 11, Article XXII of The Code of Laws of Leon County, Florida, regarding the EMS MSTU, so that the millage limitation shall be changed to 0.75 mills upon all real and personal property within the boundaries of the EMS MSTU, not later than October 31, 2013;
4. The City adopts an Ordinance amending the EMS MSTU Ordinance consenting to the continued inclusion of the territorial boundaries of the City of Tallahassee into boundaries of the EMS MSTU, which shall expire not earlier than the last

day of the Second Term of this Agreement, and consenting to a change in the millage limitation to 0.75 mills upon all real and personal property within the EMS MSTU, not later than October 31, 2013;

5. The County adopts an Ordinance levying the 5th-Cent Local Option Fuel Tax in Leon County not later than September 30, 2013;
6. The County adopts an Ordinance re-levying the 6th-Cent Local Option Fuel Tax in Leon County, not later than December 31, 2013;
7. The County commits to providing on-going funding support for the Palmer Monroe Teen Center in the amount of $150,000 for FY 2014-2016, inclusive; and
8. The Parties approve the Second Term Rate Study, and by addendum incorporate same into this Agreement as Exhibit F, not later than March 1, 2015.

B. The Parties shall use reasonable efforts to satisfy the conditions precedent that are their respective responsibility, to coordinate exchanges of information and documents relating thereto through their respective representatives, and to promptly notify the other Party upon satisfaction of each condition precedent.

C. If any of the conditions precedent set forth in this Section 5 are not satisfied by the Party responsible therefor on or before the date specified for completion of such condition precedent, then either Party shall have the right to terminate this Second Amendment to the Agreement by notice to the other Party within thirty (30) days after the applicable deadline. Termination in accordance with this Section 8.C. shall not be an event of default under this Agreement, and the Parties shall have no further liability hereunder with respect to this Second Amendment to the Agreement.

I. All other provisions, sections, and requirements in the Agreement not otherwise in conflict with the provisions herein shall remain in full force and effect.

J. That this Second Amendment to the Agreement shall become effective upon full compliance with each condition precedent set forth in Section 8.A.1-8 herein above and full execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Agreement to be executed by their duly authorized representatives this 5th day of September, 2013.

CITY OF TALLAHASSEE

By: _____
Anita Favors Thompson
City Manager

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Attested by:

By: _____
James O. Cooke, IV,
City Treasurer-Clerk

Bob Inzer, Clerk of the Court
Leon County, Florida

By: John Stott, Deputy Clerk

Approved as to form:
City Attorney's Office

By: _____
Lewis E. Shelley, Esq.
City Attorney

Approved as to form:
County Attorney's Office

By: _____
Herbert W.A. Thiele, Esq.
County Attorney