

Town of Lauderdale-By-The-Sea
Town Commission Workshop

Agenda

Tuesday, February 10, 2026

5:00 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Edmund Malkoon
Vice Mayor Randy Strauss
Commissioner Richard DeNapoli
Commissioner John A. Graziano
Commissioner Theo Pouloupoulos

Ken Rubach, Town Manager
Susan Trevarthen, Town Attorney
Courtney Easley, Acting Town Clerk

Workshop Town Commission

Tuesday, February 10, 2026, 5:00 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
 2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
 3. **PUBLIC COMMENTS**
 4. **DISCUSSION ITEM**
 - 4.a. Fire Rescue Provider Discussion
 5. **ADJOURNMENT**
-

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING

SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static



Town Commission Agenda Item Report

Meeting Date: February 10, 2026

Submitted By: Ken Rubach, Town Manager, Lucila Lang, Finance Director

Submitting Department: Administration

Item Type: Action Item

Agenda Section: DISCUSSION ITEM

Subject Title: Fire Rescue Provider Discussion

Explanation:

Background

In September 2023 the Town and the City of Pompano Beach signed an agreement for fire rescue services (**Resolution 2023-24, Exhibit 1**). The contract had an initial term of 5 (five) years with 2 (two), 5 (five) year extensions available. In January 2025, Pompano Beach notified the Town that it planned on canceling the contract per the terms set out in the agreement. This started the process of identifying other service providers who may be interested, as well as continuing talks with Pompano Beach to see if another proposal could be submitted to maintain the service that they were providing. After several months of discussion between both communities, Pompano Beach chose not to resubmit a new proposal for consideration. During this time period, staff also had discussions with the City of Fort Lauderdale and Broward's Sheriff's Office to gauge their interest in submitting proposals. Both agreed to provide initial proposals to the Town and then whichever party is selected the Town would work with them to create a proposal for Commission consideration.

Current Proposals

Below is a general overview of both proposals. It is important to note that these proposals do not constitute a contract nor are they meant to be the final proposals. This is intended to provide a "50,000 foot view" and ultimately the costs and terms are subject to final negotiations as well as approval of both parties involved.

Attached you find a matrix (**Exhibit 2**) comprising the terms of the existing contract that was originally signed with the City of Pompano Beach versus what is being offered by the agencies who have submitted in order to provide us with new service after the contract was terminated.

Under the termination provision, the Town is paying actual costs incurred. Currently, we have

approximately 3.7 million budgeted for the current fiscal year based on the initial estimates provided to us by the City of Pompano Beach. Unfortunately, we expect to surpass this estimate on the of the budget by approximately \$300,000 for a total of 4 million dollars.

BSO Highlights

Contract Term

- Initial 4-year term with a single 5-year renewal option by mutual agreement.
- Shorter initial term than the former contract and one year shorter than the Fort Lauderdale proposal.

Financial Structure

- Year 1 cost: approximately \$8.31 million, the higher of the two proposals.
- Annual increases capped at 5% for most cost categories, with certain benefits tied to actual costs.
- Town retains EMS transport revenue; BSO cannot retain Chapter 175 revenues by statute.

Staffing & Operations

- Minimum three-person engine and rescue staffing.
- Battalion Chief responds to critical incidents.
- Fire prevention staffed by one Fire Prevention Captain or Lieutenant.
- Hiring preference for state-certified paramedics or those in paramedic training.

Response Standards

- Slightly faster benchmark targets than traditional 90% standards (e.g., ~6:50 ALS response).
- Units initially originate within the service area when available.

Scope of Services

- Full fire suppression and Class 1 ALS EMS transport.
- Technical rescue and hazmat provided at first responder level, with regional teams for escalation.
- Public education and CERT support provided on a regional basis.

Governance & Oversight

- Performance reporting semi-annually.
- Town may request personnel transfers, subject to BSO approval.
- 90-day termination for convenience by either party.

Facilities & Equipment

- Town provides station at no cost.
- Town supplies apparatus, vehicles, and major equipment, shifting capital responsibility to the Town.

Fort Lauderdale Highlights

Contract Term

- 5-year initial term with renewal discussions beginning 18 months prior to expiration.
- Longer initial term emphasizes service stability.

Financial Structure

- Year 1 cost: approximately \$6.82 million, lower than BSO.
- Annual escalation projected at ~6%, subject to negotiation.
- Town retains EMS transport revenue and Chapter 175 funds.
- Explicit prohibition on hidden fees, with limited overtime exceptions.

Staffing & Operations

- Minimum three-person engine and rescue staffing, with two paramedics required on rescue units.
- Battalion Chief responds to critical incidents, including cardiac arrest and whole blood deployment.
- Full Fire Prevention Bureau with inspector and support staff.
- Explicit hiring preference for local volunteers.

Response Standards

- Traditional 90% compliance targets for turnout and travel times.
- Units originate from within the service area; closest unit dispatched during simultaneous calls.

Scope of Services

- Full fire suppression and Class 1 ALS EMS transport.
- Technician-level hazardous materials and technical rescue capability.
- Robust public education programs (CPR, Stop-the-Bleed, car seats).
- Community Connect vulnerable population registry maintained by provider.

Governance & Oversight

- Quarterly and annual performance reporting, with optional daily incident notifications.
- Personnel transfers governed by collective bargaining agreements.
- Longer termination periods (up to 18 months) increase transition stability but reduce flexibility.

Facilities & Equipment

- Town provides station and is responsible for building repairs.
- Town provides one suppression apparatus; provider supplies remaining equipment.
- Town-specific vehicle branding required for primary units.

Financial Impact

Below you will find a chart based on the current rate structure and the budget impact on providing costs of service. Currently, 60% of the Fire Rescue costs are paid via the Fire Assessment and 40% are paid for through millage. These splits are determined by the fire assessment study supporting this cost allocation and a change to this would need to be supported by an additional study of the data showing a change in cost allocation.

In FY26, the budgeted amount for fire rescue is \$3,764,410. \$2,324,410 from the Fire Assessment and \$1,440,000 from the general fund. The Commission has the ability to shift costs to the general fund but cannot increase the current percentage attributed to the fire rate without analysis supporting such a change. As a reminder, the standard methodology used for assessing fire fees is a flat rate for residential properties and a square footage rate for commercial properties.

<u>Proposed Annual Expense</u>	<u>Fire Fund Expense</u>	<u>General Fund Expense</u>	<u>Residential Rate</u>	<u>Commercial Rate</u>	<u>Percentage Increase Fire Assessment Fees</u>	<u>Generates in Fire Assessments Revenue</u>	<u>Additional Impact to General Fund</u>
FY26 Budget	\$2,324,410.00	\$1,440,000.00	\$303.39	\$0.45		\$2,324,410.00	
\$ 4,000,000.00	\$2,400,000.00	\$1,600,000.00	\$327.66	\$0.49	8.00%	\$2,508,898.56	\$160,000.00
\$ 4,500,000.00	\$2,700,000.00	\$1,800,000.00	\$367.10	\$0.54	21.00%	\$2,808,441.10	\$360,000.00
\$ 5,000,000.00	\$3,000,000.00	\$2,000,000.00	\$409.58	\$0.61	35.00%	\$3,131,025.37	\$560,000.00
\$ 5,500,000.00	\$3,300,000.00	\$2,200,000.00	\$445.98	\$0.66	47.00%	\$3,407,526.17	\$760,000.00
\$ 6,000,000.00	\$3,600,000.00	\$2,400,000.00	\$485.42	\$0.72	60.00%	\$3,707,068.70	\$960,000.00
\$ 6,500,000.00	\$3,900,000.00	\$2,600,000.00	\$524.86	\$0.78	73.00%	\$4,006,611.24	\$1,160,000.00
\$ 7,000,000.00	\$4,200,000.00	\$2,800,000.00	\$564.31	\$0.84	86.00%	\$4,306,153.78	\$1,360,000.00
\$ 7,500,000.00	\$4,500,000.00	\$3,000,000.00	\$603.75	\$0.90	99.00%	\$4,605,696.31	\$1,560,000.00
\$ 8,000,000.00	\$4,800,000.00	\$3,200,000.00	\$643.19	\$0.95	112.00%	\$4,905,238.85	\$1,760,000.00
\$ 8,500,000.00	\$5,100,000.00	\$3,400,000.00	\$682.63	\$1.01	125.00%	\$5,204,781.39	\$1,960,000.00
\$ 9,000,000.00	\$5,400,000.00	\$3,600,000.00	\$722.07	\$1.07	138.00%	\$5,504,323.92	\$2,160,000.00
\$ 9,500,000.00	\$5,700,000.00	\$3,800,000.00	\$761.51	\$1.13	151.00%	\$5,803,866.46	\$2,360,000.00
\$ 10,000,000.00	\$6,000,000.00	\$4,000,000.00	\$800.95	\$1.19	164.00%	\$6,103,409.00	\$2,560,000.00

Sample Comparison Fire Rate Impact

The current budget in FY26 is \$3,764,410 total, with \$2,324,410 coming from the Fire Fund and \$1,440,000 coming from the General Fund. If the Town had a new contract amount of \$7,000,000, it would require an extra \$1,875,590 from the fire fee above what is currently collected. Under the current methodology, this would increase the residential fire fee by \$260.92 to \$564.31 and the commercial fire fee by \$.39 sq. ft. to \$.84 sq. ft. Below is a

breakdown of the different rates charged by the communities in Broward County. There are limits on placing any more burden on the fire assessment unless another study is performed that justifies a shift in costs for fire service. Attached is the detailed information associated with each rate (**Exhibit 3**).

Municipality	Single Family	Multi-Family	Mobile Homes	Cost in Square Feet
Dania Beach	\$270.76			Acreage/Vacant: Per Acre: \$72.87
				Commercial: Per S.F.: \$0.4177
				Industrial/Warehouse: Per S.F.: \$0.0513
North Lauderdale	\$278.00	\$672.00		Classification is done in S.F. Ranges:
				Commercial-Range: \$568 - \$56,752
				Industrial/Warehouse-Range: \$173 - \$17,226
Davie	\$296.00			Rates per square foot:
				Commercial/Institutional: \$0.6712
				Warehouse/Industrial: \$0.0878
Lighthouse Point	\$300.00			Educational: \$0.1216
				Classification is done in S.F. Ranges:
				Commercial-Range: \$633.27 - \$63,326.74
Lauderdale By the Sea	\$303.39			Industrial/Warehouse-Range: \$270.50 - \$27,050
				Per S.F.: Non-residential-per building S.F.: \$0.45
Coral Springs	\$308.18			Per 100 safe, up to 400,000 safe
				Commercial: \$43.27
				Industrial/Warehouse: 5.85
				Institutional: \$58.92

Sunrise	\$309.50			Classification is done in S.F. Ranges:
				Commercial-Range: \$536 - \$26,800
				Industrial/Warehouse-Range: \$84 - \$4,200
				Institutional: \$806 - \$40,300
Parkland	\$327.06			Rates per square foot:
				Commercial: \$0.7733
				Institutional: \$0.4121
Coconut Creek	\$333.26	\$299.94	\$166.63	Ranges:
				Commercial/Office/Institutional: \$1,531.21 - \$765,597.36
				Industrial/Warehouse: \$156.55 - \$78,280.46
Lauderdale Lakes	\$333.84	\$402.35		Rates:
				Acreage: \$731.28
				Commercial: \$36.20
				Warehouse/Industrial: \$4.16
				Institutional: \$43.88
Hallandale Beach	\$347.98	\$347.98	\$347.98	Per 100 S.F.
				Commercial: \$43.53
				Industrial/Warehouse: \$12.74
				Pari-mutuels: \$43.53
				Institutional: \$43.53
Deerfield	\$350.00			Classification is done in S.F. Ranges:
				Commercial-Range: \$554 - \$27,682
				Industrial/Warehouse-Range: \$167 - \$8,303
				Institutional-Range: \$1,602 - \$80,077
Wilton Manors	\$351.56			Rates per 100 square foot (capped at 100,000 S.F):
				Commercial: \$36.33

				Industrial: \$20.52
				Institutional: \$20.35
				Government: \$54.16
				Nursing Home: \$145.05
Hollywood	\$354.00			Rates per square foot:
				Commercial: \$0.48
				Warehouse/Industrial: \$0.07
				Institutional: \$0.65
Pompano Beach	\$361.00			Rates per square foot:
				Commercial: \$0.589
				Warehouse/Industrial: \$0.087
				Institutional: \$0.327
Oakland Park	\$382.00			Classification is done in S.F. Ranges:
				Commercial-Range: \$568 - \$56,717
				Industrial/Warehouse-Range: \$118 - \$11,709
				Institutional: \$592 - \$59,151
Fort Lauderdale	\$403.00			Classification is done in S.F. Ranges:
				Commercial-Range: \$581 - \$58,100
				Industrial/Warehouse-Range: \$84 - \$8,400
				Institutional-Range: \$686 - \$68,600
Pembroke Pines	\$408.14			Rates per square foot:
				Commercial: \$0.6337
				Warehouse/Industrial: \$0.1218
				Institutional: \$0.5456
Cooper City	\$432.01			Rates per square foot:
				Commercial: \$1.0100
				Warehouse/Industrial: \$0.1358

				Institutional: \$1.7984
Tamarac	\$450.00			Classification is done in S.F. Ranges:
				Commercial-Range: \$657 - \$32828
				Industrial/Warehouse-Range: \$219 - \$10,940
				Institutional: \$1,095 - \$54,726
Miramar	\$479.21		\$221.44	Rates per square foot (capped at 100,000 S.F.):
				Commercial: \$0.7329
				Warehouse/Industrial: \$0.1794
				Institutional: \$0.3751
West Park	\$500.52			Rates per square foot (capped at 115,800 S.F.):
				Commercial: \$0.3152
				Office: \$0.3152
				Warehouse/Industrial: \$0.1313
				Institutional: \$1.2611
LBTS with sample increase	\$564.31			Per S.F.: Non-residential-per building S.F.: \$0.84
Lauderhill	\$660.00			Classification is done in S.F. Ranges:
				Commercial-Range: \$722 - \$72,189
				Industrial/Warehouse-Range: \$384 - \$38,336
				Institutional: \$1,426 - \$142,534
Southwest Ranches	\$767.76			Rates:
				Acreage- Per acre: \$79.90
				Combined Non-Residential- Per safe building area: \$1.0999
Weston	\$770.06	\$790.28		Classification is done in S.F. Ranges:
				Commercial-Range: \$1,516.46 - \$353,451.19
				Industrial/Warehouse-Range:

				\$457.38 - \$35,725.39
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Sample Comparison Millage Rate Impact

The current budget in FY26 is \$3,764,410 total, with \$2,324,410 coming from the Fire Fund and \$1,440,000 coming from the General Fund. Under the current scenario, if the Town had a new contract amount of \$7,000,000, it would require an extra \$1,360,000 from the general fund above what is currently budgeted, which would mean an increase based on this year's millage of .3990 mils bringing the Town's millage rate to 4.2990. This would produce a projected amount of \$1,367,778.60, The chart below shows where the Town would move in the list amongst its peers when you include municipal debt and the ems/fire millage fees for the other communities in Broward County which is the total millage rate each community charges. This scenario would move the Town two spots from having the same millage as Southwest Ranches to being more than Southwest Ranches and Parkland but less than Fort Lauderdale.

Millage Code	Municipality	EMS/FIRE	City Operating	City Debt	Municipal Millage TOTAL
1311	Hillsboro Beach		3.5000		3.5000
0211	Lauderdale-By-The-Sea		3.9000		3.9000
3413	Southwest Ranches		3.9000		3.9000
3012	Parkland		4.2979		4.2979
0211	Lauderdale-By-The-Sea (with EMS Increase)		4.2990		4.2990
0312	Ft Lauderdale		4.1193	0.2306	4.3499
1411	Lighthouse Point		4.4207	0.2492	4.6699
1013	Cooper City		5.8450		5.8450
2613	Pembroke Pines		5.6690	0.2862	5.9552
2212	Plantation		5.7000	0.2710	5.9710
1611	Sea Ranch Lakes		6.0000		6.0000
1512	Pompano Beach	0.5000	5.2181	0.4427	6.1608
1112	Deerfield Beach		6.0018	0.1711	6.1729
2812	Coral Springs		6.0232	0.1659	6.1891
1712	Oakland Park		5.6979	0.5110	6.2089
2112	Sunrise		6.0543	0.3019	6.3562
0912	Wilton Manors		6.2270	0.1661	6.3931
1812	Lazy Lake		6.5000		6.5000
3212	Coconut Creek		6.8988		6.8988

3112	Tamarac		7.0000		7.0000
2713	Miramar		7.1172		7.1172
2912	North Lauderdale		7.4000		7.4000
1212	Margate		7.1171	0.4207	7.5378
2513	Hallandale Beach		7.3848	0.3490	7.7338
3513	West Park		7.9000		7.9000
0613	Pembroke Park		8.5000		8.5000
1912	Lauderhill		7.4998	1.1212	8.6210
2012	Lauderdale Lakes		8.6000	0.4910	9.0910

Recommendation: N/A

Exhibits:

1. Exhibit 1- Resolution 2023-24 Pompano Fire Contract
2. Exhibit 2- Fire Rescue Matrix
3. Exhibit 3- 2025 Final Fire Rates
4. Exhibit 4- BSO Fire Rescue Discussion Item
5. Exhibit 5- Fort Lauderdale Fire Rescue Discussion Item

RESOLUTION NO. 2023-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE CITY OF POMPANO BEACH FOR FIRE RESCUE, SUPPRESSION AND PREVENTION SERVICES, AND EMERGENCY MEDICAL SERVICES; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) currently contracts with a Volunteer Fire Department to provide fire rescue, suppression and prevention services (“Fire Services”); and

WHEREAS, the Town currently contracts with Broward Ambulance d/b/a American Medical Response (“AMR”) for emergency medical services (“EMS”); and

WHEREAS, on February 14, 2023, the Town Commission directed Town Staff to initiate contract negotiations with the City of Pompano Beach (“City”) for Fire Services and EMS; and

WHEREAS, The Town and City have since in good faith negotiated the terms of a contract for the City to provide the Town with Fire Services and EMS, and memorialized those terms in the agreement that is attached as Exhibit 1 (“Agreement”); and

WHEREAS, Town Staff recommends approval and execution of the Agreement with the City.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Recitals. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

Section 2. Agreement Approval. The Agreement with the City for Fire Services and EMS attached as Exhibit 1, is hereby approved.

INTERLOCAL AGREEMENT
between
TOWN OF LAUDERDALE-BY-THE-SEA
and
CITY OF POMPANO BEACH
for
FIRE RESCUE, SUPPRESSION AND PREVENTION SERVICES;
AND EMERGENCY MEDICAL SERVICES

THIS INTERLOCAL AGREEMENT dated this 1st day of September, 2023, is between TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as (“LAUDERDALE-BY-THE-SEA”), and CITY OF POMPANO BEACH, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as (“POMPANO BEACH”).

WITNESSETH:

WHEREAS, POMPANO BEACH now and has for the past ninety-seven (97) years maintained a Fire-Rescue Department and POMPANO BEACH desires to provide for fire rescue, suppression and prevention services (“Fire Services”), and emergency medical services (“EMS”), (collectively, “Services”) to LAUDERDALE-BY-THE-SEA; and

WHEREAS, LAUDERDALE-BY-THE-SEA is desirous of procuring the Services from POMPANO BEACH as described in this Interlocal Agreement; and

WHEREAS, POMPANO BEACH is willing to perform such Services on the terms and conditions hereinafter set forth; and

WHEREAS, both parties are authorized by virtue of Section 163.01, Florida Statutes, to enter into agreements with other governmental agencies for joint performance, or by one unit on behalf of the other, of any of either agency’s authorized functions; and

WHEREAS, both parties have additional authority, by virtue of Article VIII, Section 2(b) of the Constitution of the State of Florida and Florida Statutes, Section 166.021 to enter into this Interlocal Agreement; and

WHEREAS, POMPANO BEACH and LAUDERDALE-BY-THE-SEA have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises and mutual covenants hereinafter contained, the parties agree as follows:

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT

1.1 The above recitals are true and correct and are incorporated herein by this reference.

1.2 It is the purpose and intent of this Interlocal Agreement for POMPANO BEACH and LAUDERDALE-BY-THE-SEA to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal, and to engage in a partnership to meet the needs of the residents of LAUDERDALE-BY-THE-SEA.

1.3 The respective elective bodies of POMPANO BEACH and LAUDERDALE-BY-THE-SEA find the method of delivery of Services set forth in this Interlocal Agreement is in the best interest of the public and can best be accomplished through coordination of the provision of such Services as set forth herein.

ARTICLE 2
GENERAL TERMS AND CONDITIONS

2.1 POMPANO BEACH'S Advanced Life Safety (ALS) rescue/transport units, fire suppression apparatus and personnel shall provide comprehensive EMS and Fire Services to residents and visitors within the municipal boundaries of LAUDERDALE-BY-THE-SEA as shown in **Exhibit "A"** ("Service Area") and as set forth herein twenty-four (24) hours per day, seven (7) days per week, 365 days per year during the Term of this Interlocal Agreement. Unless otherwise specified herein, all days shall be calendar days.

2.2 POMPANO BEACH and LAUDERDALE-BY-THE-SEA shall abide by and perform all of their respective obligations set forth herein.

2.3 POMPANO BEACH will perform all Services with LAUDERDALE-BY-THE-SEA'S specific needs in mind and, if appropriate and safe, POMPANO BEACH will tailor its techniques, approach, and services to meet LAUDERDALE-BY-THE-SEA'S specific needs. POMPANO BEACH further commits to being an active part of LAUDERDALE-BY-THE-SEA'S community.

2.4 To ensure continuity of enforcement standards, procedures, and of any fees assessed for services, prior to or upon implementation of the Services following the effective date of this Agreement, LAUDERDALE-BY-THE-SEA shall adopt Chapter 95, "FIRE PREVENTION" of the Pompano Beach Code of Ordinances, or shall otherwise enact provisions in accordance with those contained within POMPANO BEACH'S Chapter within its own Code, with amendment of same from time to time as required to coincide with changes to POMPANO BEACH's Code (**Exhibit "B"**).

ARTICLE 3
EMERGENCY MEDICAL SERVICES

3.1 *Originating Location.* POMPANO BEACH shall provide quality and reliable pre-hospital EMS within the Service Area of LAUDERDALE-BY-THE-SEA. The location of the primary responding units must originate from within the Service Area. If the primary responding unit is unavailable or otherwise unable to respond to the call for service, another responding unit may originate from another jurisdiction including without limitation, the City of Pompano Beach or as otherwise provided for in an existing mutual aid agreement such as the Consolidated Mutual Fire Aid Interlocal Agreement or Closest Unit Response Agreement with Broward County.

3.2 *Licensure.* POMPANO BEACH shall possess and maintain throughout the Term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity (“COPCN”) and an appropriate State of Florida license enabling POMPANO BEACH, through this Interlocal Agreement, to provide advanced life support services, as well as basic life support services, to individuals upon arrival at emergency scenes within the Service Area.

3.3 *Emergency Medical Transports.* POMPANO BEACH shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. POMPANO BEACH shall not utilize a third-party provider for the provision of ambulance transport services referenced in this Article unless approved by LAUDERDALE-BY-THE-SEA; provided, however, POMPANO BEACH may utilize the services of a third party without LAUDERDALE-BY-THE-SEA’S approval pursuant to the protocol established in the POMPANO BEACH Mutual Aid Agreement with Broward County or the Closest Unit Response Agreement with Broward County.

3.4 *Billing.* During the Term, POMPANO BEACH will be responsible for billing and collections for all EMS provided by POMPANO BEACH. Billing and settlement of claims will be at the sole discretion of POMPANO BEACH. Notwithstanding the foregoing, POMPANO BEACH will use reasonable efforts to establish payment plans for individuals with limited means and will consider “charity care” on a case-by-case basis for individuals who do not have the means to pay for EMS, all consistent with the current practices and policies of LAUDERDALE-BY-THE-SEA. LAUDERDALE-BY-THE-SEA understands and agrees that their residents will be paying EMS transport fees as adopted by the City of Pompano Beach, as may be amended from time to time and will be the same rate as Pompano Beach residents. LAUDERDALE-BY-THE-SEA will be treated at least as favorably as POMPANO BEACH residents.

3.5 *Equipment and Apparatus.* POMPANO BEACH shall provide all EMS equipment and apparatus necessary to provide the EMS required under this Interlocal Agreement.

ARTICLE 4
MEDICAL DIRECTOR

4.1 POMPANO BEACH presently has and shall maintain throughout the Term of this Interlocal Agreement a Medical Director as required by Chapter 401, Florida Statutes, and shall utilize the medical treatment protocols of POMPANO BEACH’S Medical Director.

ARTICLE 5
FIRE SERVICES

5.1 POMPANO BEACH shall provide fire rescue, suppression and prevention services as needed by the LAUDERDALE-BY-THE-SEA and as described herein. Fire Services shall also include the following services:

5.1.1 *Technical Rescue Services.* POMPANO BEACH shall provide technical rescue first responder services, with personnel equipped and trained to stabilize the situation and determine if a certified technical rescue team response would be required.

5.1.2 *Hazmat.* POMPANO BEACH shall provide as needed, hazardous material services with personnel equipped and trained to stabilize the situation and determine if a certified hazardous materials team response would be required.

5.1.3 *Public Education and Training.* POMPANO BEACH shall provide public education and training programs specific to the needs of LAUDERDALE-BY-THE-SEA that are designed to reduce the risk of property damage, injury, or loss of life from fire, including without limitation CPR, Stop-The-Bleed, and Car Safety Seat Installations. POMPANO BEACH shall permit LAUDERDALE-BY-THE-SEA access to POMPANO BEACH'S fulltime Life Safety Educator for educational programs and events that are designed to reduce the risk of property damage, injury or loss of life from fire.

5.1.4 *Occupancy Vulnerability Assessment Profile Scoring.* POMPANO BEACH shall provide Occupancy Vulnerability Assessment Profile (OVAP) scoring for each property in LAUDERDALE-BY-THE-SEA that is inspected; and risk categorization and risk modeling.

5.1.5 *Fire Investigation.* POMPANO BEACH shall provide fire investigation services, including arson investigation assistance.

5.1.6 *Fire Inspections, Plan Review and Code Enforcement.* POMPANO BEACH shall provide all fire safety inspections, plan reviews and fire code enforcement required by LAUDERDALE-BY-THE-SEA'S Code of Ordinances and all applicable federal, state and county laws, codes and regulations. POMPANO BEACH shall abide by LAUDERDALE-BY-THE-SEA'S Code of Ordinance requirements regarding its special magistrate hearing process, and shall attend, present at, and participate in the special magistrate hearings, as needed. POMPANO BEACH shall provide all administrative support staff necessary to carry out these services.

5.1.7 *Emergency Management Assistance.* POMPANO BEACH shall provide emergency management assistance to LAUDERDALE-BY-THE-SEA, which shall include at a minimum: (1) direct access to its emergency manager and emergency management coordinator; (2) assistance with FEMA reimbursements related to disasters; (3) NIMS compliance, training, disaster preparedness; and (4) assistance with applying for and writing federal, state and local grants; and (5) POMPANO BEACH maintaining and overseeing the Vulnerable Population Registry of Town residents. POMPANO BEACH shall permit LAUDERDALE-BY-THE-SEA

access to and space at POMPANO BEACH'S emergency operations center ("EOC"). POMPANO BEACH shall provide a municipal representative for county-wide large-scale incidents.

5.1.8 *Fire Equipment and Apparatus.* POMPANO BEACH shall provide all fire equipment and apparatus necessary to provide Fire Services required under this Interlocal Agreement. POMPANO BEACH shall maintain such equipment and apparatus in accordance with National Fire Protection Association and Insurance Service standards, as well as with applicable Florida Suppression Rating Schedule Criteria.

5.1.8.1 *Inventory and Ownership.* Prior to the Effective Date of this Interlocal Agreement, the parties shall inventory and evaluate LAUDERDALE-BY-THE-SEA'S existing fire equipment and apparatus to determine whether each essential piece of equipment and apparatus is operable. For each piece of equipment and apparatus that is operable, the parties will decide if POMPANO BEACH will use that equipment and apparatus to provide the Fire Services in lieu of using POMPANO BEACH'S own equipment and apparatus. For all equipment and apparatus that POMPANO BEACH rejects, POMPANO BEACH will make available and use its own equipment to provide all Fire Services to LAUDERDALE-BY-THE-SEA.

Thereafter, the parties shall generate a written inventory of all existing equipment and apparatus that will be used to provide Fire Services and shall identify which party is the lawful owner with respect to each piece of property. To ensure accurate records, the parties will document all changes in ownership throughout the Term, if any, and document ownership of all new equipment and apparatus after the Effective Date of this Interlocal Agreement.

LAUDERDALE-BY-THE-SEA may permit access to and use of its existing operable equipment or apparatus including any Fire Truck/Engine that will be used to service the residents of LAUDERDALE-BY-THE-SEA, at no additional cost to POMPANO BEACH and POMPANO BEACH may accept such access and use. However, POMPANO BEACH will provide any regular maintenance and/or service to said Fire Trucks/Engines, on an as-needed basis.

5.1.8.2 *Fire Station.* LAUDERDALE-BY-THE-SEA shall permit POMPANO BEACH to use LAUDERDALE-BY-THE-SEA'S currently existing Fire Station. The Fire Station and any other facilities owned by LAUDERDALE-BY-THE-SEA and used by POMPANO BEACH on a permanent basis are collectively referred to as "Facilities." POMPANO BEACH shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Services within the Service Area, at no additional cost to POMPANO BEACH. LAUDERDALE-BY-THE-SEA shall maintain property insurance for the Fire Station at all times when such facility is utilized pursuant to this Agreement, with coverages provided as set forth in Article 14.2, herein.

5.1.8.3 *Maintenance and Repairs.* LAUDERDALE-BY-THE-SEA shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the Facilities and property). Except as provided below, maintenance and repair services for the Facilities shall be supplied by

LAUDERDALE-BY-THE-SEA. LAUDERDALE-BY-THE-SEA agrees to keep the Facilities in good structural repair. LAUDERDALE-BY-THE-SEA shall maintain and keep in good repair the emergency alerting system, roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. LAUDERDALE-BY-THE-SEA further agrees to maintain in good repair the parking area and all common areas. LAUDERDALE-BY-THE-SEA shall also make any repairs necessitated by water seepage or by other causes not under POMPANO BEACH'S control. LAUDERDALE-BY-THE-SEA shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

POMPANO BEACH shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. POMPANO BEACH further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event POMPANO BEACH, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of LAUDERDALE-BY-THE-SEA'S Facilities, POMPANO BEACH shall be responsible for repairing or replacing such property.

5.2 In no instance shall the level of apparatus necessary to provide the Fire Services to LAUDERDALE-BY-THE-SEA be decreased without the written consent of both parties and with a minimum of sixty (60) days' written notice to LAUDERDALE-BY-THE-SEA.

ARTICLE 6

FIRE PREVENTION BUREAU AND FIRE OPERATIONS STAFFING

6.1 *The Fire Prevention Bureau.* POMPANO BEACH shall retain qualified Fire Prevention Bureau staffing to provide Fire Services as described in this Interlocal Agreement, including fire inspections and plan reviews. There shall be one (1) primary Fire Inspector for LAUDERDALE-BY-THE-SEA who will be the designated personnel to attend all Special Magistrate meetings required by this Interlocal Agreement.

6.2 *Minimum Staffing.* For the Services provided by and through this Interlocal Agreement, POMPANO BEACH shall provide staffing for two (2) ALS vehicles located within the Service Area: one (1) ALS Fire Suppression Unit and one (1) ALS Rescue. The dedicated fire suppression unit shall be staffed with three cross-trained (firefighter/EMT or firefighter/paramedic) personnel and the dedicated rescue unit (ambulance) shall be staffed with three cross-trained (firefighter/EMT or firefighter/paramedic) personnel. The Fire Suppression Unit shall include the following minimum staffing:

- a. One (1) company officer (captain);
- b. One (1) driver engineer; and
- c. One (1) firefighter/paramedic or firefighter/EMT.

The Rescue Unit shall include a minimum of three members, minimum of one being a certified paramedic:

- a. One (1) company officer (lieutenant);
- b. One (1) firefighter/paramedic; and
- c. One (1) firefighter/paramedic or firefighter/EMT.

POMPANO BEACH shall maintain this minimum level of staffing throughout the Term of the Interlocal Agreement.

6.3 *Critical Incidents.* For each single alarm incident in LAUDERDALE-BY-THE-SEA involving multiple patients, hazardous materials or any other incident deemed appropriate by POMPANO BEACH, POMPANO BEACH shall have one (1) Battalion Chief assigned to respond who is responsible for the supervision of fire-rescue units deployed to protect LAUDERDALE-BY-THE-SEA.

6.4 *Administrative Support.* POMPANO BEACH shall be responsible for hiring and employing all administrative support staff necessary to provide the Services, including without limitation staff needed to provide administrative support to the Fire Prevention Bureau.

6.5 *Hiring and Training Preference.* When hiring personnel to staff the fire suppression and fire rescue units to serve LAUDERDALE-BY-THE-SEA, POMPANO BEACH agrees to give hiring preference to LAUDERDALE-BY-THE-SEA Volunteer Fire Fighters, who are qualified for the respective open positions. POMPANO BEACH shall afford preference to current members of the LAUDERDALE-BY-THE-SEA Volunteer Fire Department who are not qualified for open positions the opportunity to attend the Pompano Beach Regional Training Facility. Notwithstanding said preference, all personnel hired by POMPANO BEACH shall submit to all customary screening by POMPANO BEACH and must meet all preferred criteria and qualifications of the given position.

ARTICLE 7 **PERFORMANCE**

7.1 *Staffing Performance.* POMPANO BEACH shall in good faith cooperate with LAUDERDALE-BY-THE-SEA to ensure personnel assigned to perform the Services for LAUDERDALE-BY-THE-SEA in accordance with this Interlocal Agreement will be respectful of and meet LAUDERDALE-BY-THE-SEA'S specific needs. This includes without limitation meeting the following requirements in Articles 7.1.1 through 7.7.

7.1.1 *Adequacy of Performance.* If LAUDERDALE-BY-THE-SEA is dissatisfied with the performance of the fire or EMS personnel assigned to provide Services in connection with this Interlocal Agreement, LAUDERDALE-BY-THE-SEA reserves the right to request a transfer of such employees out of LAUDERDALE-BY-THE-SEA, which shall not be arbitrary and capricious. The request must be sent to the Contract Administrator for POMPANO BEACH in writing setting forth the name of the employee, employee's title, and the reason for the request ("Transfer Request"). The Transfer Request must be approved in writing by POMPANO BEACH; however, such approval shall not be unreasonably withheld. POMPANO BEACH shall

notify LAUDERDALE-BY-THE-SEA within five (5) business days of receipt of the Transfer Request. If POMPANO BEACH fails to notify LAUDERDALE-BY-THE-SEA within five (5) business days of receipt of the Transfer Request, the Transfer Request shall be deemed approved. If POMPANO BEACH approves the Transfer Request, the employee shall be transferred out of LAUDERDALE-BY-THE-SEA as soon as reasonably possible but in no event more than 30 days after POMPANO BEACH approves the Transfer Request.

7.1.2 Employment and Discipline. POMPANO BEACH retains and assumes all liability relating to its hiring and employment of all personnel and staff including without limitation, all staff identified in Article 6. Discipline of personnel and other matters related to the performance of Services and control of personnel shall remain with POMPANO BEACH. For the avoidance of doubt, all staff identified in Article 6 are employees of POMPANO BEACH.

7.2 Fire-Rescue and Emergency Medical Services Response.

7.2.1 Response Time and Resources. POMPANO BEACH shall respond to each fire-rescue and emergency medical services incident in LAUDERDALE-BY-THE-SEA with resources equal to a similar response in POMPANO BEACH.

7.2.1.1 Turnout Time. The turnout time for all incidents shall be maintained at ninety (90) seconds for ninety-percent (90%) of the time. Turnout time shall be calculated from the time the emergency call is made until the apparatus begins its response to the emergency call.

7.2.1.2 Travel time. The travel time for all incidents shall be maintained at five (5) minutes for ninety-percent (90%) of the time. Travel time shall be calculated from the time the apparatus begins its response until it arrives at the location of the emergency incident.

7.2.1.3 ALS Calls. The first paramedic on site for ALS calls is seven (7) minutes ninety-percent (90%) of the time (this time includes both turnout and travel time).

7.2.1.4 Target Response Time. The target response time for the first Engine Company on site for a fire call is seven (7) minutes ninety-percent (90%) of the time (this time includes both the turnout and travel time). Response time shall be calculated from the time the call is dispatched from the Regional Communication Center until the first unit arrives at the incident, as recorded in the Regional Communication Center computer aided dispatch system (CAD).

7.2.2 It is understood and acknowledged by LAUDERDALE-BY-THE-SEA that the response times referenced in Article 7.2 above are not guaranteed response times, but represent a target response time that POMPANO BEACH will attempt to satisfy in every instance. A single failure of POMPANO BEACH to respond within the target times specified in Article 7.2 shall not be deemed a breach of this Interlocal Agreement. The parties agree to meet and discuss any necessary remedial action in the event that the target times are not being maintained in the ninetieth percentile as more fully described above. Multiple failures by POMPANO BEACH to respond within the agreed upon target times identified in Article 7.2 may be deemed a breach of this Interlocal Agreement.

7.3 *Originating Location.* At all times during the Term of this Interlocal Agreement, both the Fire Suppression Unit and the Rescue Unit shall originate from the Fire Station located in LAUDERDALE-BY-THE-SEA.

7.4 *Branding.* For any use, POMPANO BEACH must obtain LAUDERDALE-BY-THE-SEA'S express written permission to use LAUDERDALE-BY-THE-SEA's name or logo, or both. Additionally, any vehicle used to provide the Services in this Interlocal Agreement shall include LAUDERDALE-BY-THE-SEA'S name or logo, or both.

7.5 *Licensure.* POMPANO BEACH shall ensure its staff meets all local, state and federal requirements for education, training, certifications and any other requirement necessary to provide the Services.

7.6 *Knowledge and Skills.* POMPANO BEACH represents that all persons delivering the Services required under this Interlocal Agreement have the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the duties, obligations and Services set forth herein in a skillful and respectable manner.

7.7 *ISO Rating.* POMPANO BEACH agrees to make good faith to maintain an (ISO) rating of one (1) to the extent possible within the scope of this Interlocal Agreement.

ARTICLE 8 **ADDITIONAL SERVICES**

In addition to the foregoing Fire Services and EMS, POMPANO BEACH shall provide the following services at no additional costs to LAUDERDALE-BY-THE-SEA.

8.1 *Dispatch Services.* Dispatch services for all Fire-Rescue related emergency and service calls shall be provided through the Broward County Regional Communications System. At the time of drafting this Interlocal Agreement, the Broward County Regional Communications System involves a partnership between Broward County, who provides the infrastructure, technology, hardware and software, and the Broward Sheriff's Office, who provides the staffing for the Regional Communications System.

8.2 *Air-rescue Services.* POMPANO BEACH shall facilitate air-rescue services as long as this service is provided countywide by the Broward Sheriff's Office in conjunction with the Broward Sheriff's Office Fire Rescue and Emergency Services Department and supporting jurisdictions.

8.3 *Records.* LAUDERDALE-BY-THE-SEA shall make available to POMPANO BEACH at no charge, all records of building inspections, target hazards, arson investigations, sprinkler and standpipe test records, and any other record or information derived from LAUDERDALE-BY-THE-SEA'S fire prevention, fire investigation and arson investigation services that may facilitate service delivery or may have an impact on the safety of POMPANO BEACH'S personnel providing services to LAUDERDALE-BY-THE-SEA, or both.

8.4 *Fire-Rescue Training.* POMPANO BEACH agrees to afford LAUDERDALE-BY-THE-SEA employees an opportunity to attend POMPANO BEACH sponsored and delivered Fire-Rescue training courses. There shall be no cost to LAUDERDALE-BY-THE-SEA for this training unless POMPANO BEACH is required to pay a cost for LAUDERDALE-BY-THE-SEA employees' attendance. POMPANO BEACH will notify LAUDERDALE-BY-THE-SEA of any costs associated with said training. If there is a cost to be incurred, said costs will be the sole responsibility of LAUDERDALE-BY-THE-SEA.

8.5 *Community Emergency Response Team.* POMPANO BEACH shall create and maintain a Community Emergency Response Team ("CERT") program that shall be open to all LAUDERDALE-BY-THE-SEA residents. POMPANO BEACH shall develop the criteria and process for residents to join CERT, identify the responsibilities of each CERT member, and establish applicable rules and regulations of CERT, all of which are subject to the Town Manager's approval. If LAUDERDALE-BY-THE-SEA'S residents do not express an interest or otherwise avail themselves to this CERT program, POMPANO BEACH is under no obligation to continue such program.

8.6 *Special Events.* POMPANO BEACH shall participate in LAUDERDALE-BY-THE-SEA-sponsored events at no cost for a maximum of five (5) special events.

8.6.1 *Other Events.* POMPANO BEACH'S Fire-Rescue Department personnel may be requested to provide Services at a reasonable number of non-LAUDERDALE-BY-THE-SEA sponsored special events held within the Service Area during the Term of this Interlocal Agreement. POMPANO BEACH'S fees and charges to provide personnel to non-LAUDERDALE-BY-THE-SEA sponsored special events shall be in accordance with the parties agreed upon schedule of fees as provided for in **Exhibit "C."**

8.7 *New Fire Station.* If LAUDERDALE-BY-THE-SEA decides to build a new fire station, POMPANO BEACH agrees to share its collective experience and knowledge to assist LAUDERDALE-BY-THE-SEA to develop and plan a new fire station. At a minimum, POMPANO BEACH shall participate in developing the minimum specifications and needs for a new fire station. For an avoidance of doubt, LAUDERDALE-BY-THE-SEA shall be responsible to pay for and shall otherwise financially fund the new fire station, if approved.

8.8 *Additional Services.* POMPANO BEACH shall provide to LAUDERDALE-BY-THE-SEA, upon request of the Town Manager of LAUDERDALE-BY-THE-SEA and with the availability of resources, such additional service as may from time to time be agreed upon in writing by the parties. The cost of such services shall be borne by LAUDERDALE-BY-THE-SEA and shall be payable in such amounts and in such a manner as may be determined by mutual agreement of the parties.

8.8.1 *Ocean Rescue.* If LAUDERDALE-BY-THE-SEA elects to add ocean-rescue services to the scope of services described herein anytime during the Term, the annual compensation will be negotiated through an amendment to this Agreement or through a separate agreement between the parties. Should such services be added, the escalation provision in Article 10.2 shall be applicable.

8.8.2 *Fire Plans Review.* POMPANO BEACH'S Fire-Rescue Department will provide plan review services for all commercial and multifamily occupancies. Fee structure will be in accordance with Chapter 95 of the City of Pompano Beach Code of Ordinances. Any revenues generated from plan review will be paid to POMPANO BEACH'S Fire-Rescue Department.

8.8.3 *Fire Inspection For New Construction.* POMPANO BEACH'S Fire-Rescue Department will provide construction inspections services for all commercial and multifamily occupancies. Fee structure will be in accordance with Chapter 95 of the City of Pompano Beach Code of Ordinances. Any revenues generated from inspections and/or plans review will be paid to POMPANO BEACH'S Fire-Rescue Department

8.8.4 *Code Enforcement Special Magistrate/BORA Appearance.* POMPANO BEACH'S Fire-Rescue Department will provide fire code enforcement services for all commercial and multifamily occupancies for LAUDERDALE-BY-THE-SEA's Code Enforcement hearing process. The Fire Prevention Bureau will also conduct any fire investigations as to cause and origin of fires, with the assistance of the State Fire Marshal when necessary occurring in LAUDERDALE-BY-THE-SEA. Fee structure will be in accordance with Chapter 95 of the POMPANO BEACH Code of Ordinances. Any revenues generated from fire code enforcement services will be shared equally by POMPANO BEACH'S Fire-Rescue Department and LAUDERDALE-BY-THE-SEA, using the payment method and timing determined by the Contract Administrators.

ARTICLE 9 **REPORTING**

9.1 *Monthly Reports.* POMPANO BEACH shall submit a report covering the status and activities of the fire rescue services by the 15th of the month following the completion of each month during the Term of this Interlocal Agreement to LAUDERDALE-BY-THE-SEA'S Contract Administrator as defined in Article 16.4. The report shall contain, at a minimum, the alarm processing time as made available through the Regional Communications System, turnout time, travel time, and call-to-arrival time as defined in Article 7.2, for all calls for service in the Service Area. POMPANO BEACH shall customize the reports to fit LAUDERDALE-BY-THE-SEA'S needs. LAUDERDALE-BY-THE-SEA may request other reports periodically throughout the term of this Agreement, as may be reasonable.

9.2 *Post-Incident Reports and Analysis.* POMPANO BEACH shall prepare for and submit to LAUDERDALE-BY-THE-SEA'S Contract Administrator a post-incident report for all fires of significant property loss and those resulting in the injury or death of firefighters or civilians. POMPANO BEACH will prepare such report within a reasonable time from the date of the incident but no longer than fourteen (14) business days from the incident. Additionally, POMPANO BEACH shall arrange for and hold a post-incident analysis meeting to discuss lessons learned from the incident. POMPANO BEACH should ensure all responders to the incident are invited and receive a copy of the post-incident report. The post-incident meeting should occur within a reasonable time after the report is distributed but no longer than ten (10) business days

from the date the report is distributed to the LAUDERDALE-BY-THE-SEA'S Contract Administrator.

9.3 *Reporting of Resident Complaints.* By October 15, January 15, April 15, and July 15 of each calendar year during the Term, POMPANO BEACH shall provide to LAUDERDALE-BY-THE-SEA a summary of the results of all resident complaints received in connection with the performance of Services provided or initiated within the Service Area on a quarterly basis, for the prior three months ending on September 30, December 31, March 31, and June 30, respectively, together with the other reports required by this Interlocal Agreement. This shall include complaints related to billing issues as well as quality of service issues. POMPANO BEACH shall make copies of the full complaints, and information related to the resolution thereof, available, at reasonable times for examination and audit by LAUDERDALE-BY-THE-SEA. If no complaints were received during the quarter, POMPANO BEACH'S report to LAUDERDALE-BY-THE-SEA shall indicate that no complaints were received during the reporting period.

9.4 *Reporting Requirements.* POMPANO BEACH shall be responsible for all applicable County, State or Federal reporting requirements applicable to the Services.

ARTICLE 10 **CONSIDERATION**

10.1 *Payment.* LAUDERDALE-BY-THE-SEA shall pay to POMPANO BEACH a base annual fee of \$1,400,000.00 USD (one million, four hundred thousand dollars) payable in monthly payments via electronic federal funds wire transfer. The first payment in the amount of \$116,666.67 USD (one hundred sixteen thousand six-hundred sixty-six dollars and sixty-seven cents) shall be made within thirty (30) days from the Effective Date of this Interlocal Agreement.

10.2 *Payment Increases.* After the first payment due as outlined in Article 10.1 above, the annual base amount shall be adjusted annually thereafter by an annual percentage increase of five percent (5%), payable in monthly equal installments due on or before the 5th day of each respective month during the Term, as defined in Article 11. The calculation of payments and increases during the Term are more specifically discussed in **Exhibit "D,"** which is incorporated and attached to this Interlocal Agreement.

10.3 *Fees and Revenue.*

10.3.1 *POMPANO BEACH*

10.3.1.1 *EMS Transport Fees.* POMPANO BEACH shall directly invoice, collect and retain all fees from persons receiving EMS ALS/BLS transportation services. LAUDERDALE-BY-THE-SEA acknowledges that its residents shall pay fees for the aforementioned transportation services, and such fees shall be as adopted by POMPANO BEACH for its residents, and as may be amended from time to time.

10.3.1.2 *Chapter 175 Revenue.* POMPANO BEACH shall directly collect and retain all Chapter 175 premium tax revenue that would have otherwise been allotted to LAUDERDALE-BY-THE-SEA.

10.3.1.3 *Hazardous Materials.* The parties acknowledge and agree that POMPANO BEACH may invoice, collect and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services in LAUDERDALE-BY-THE-SEA.

10.3.2 LAUDERDALE-BY-THE-SEA

10.3.2.1 *Fire Inspections, Plan Reviews and Fire Investigations.* LAUDERDALE-BY-THE-SEA will continue to directly collect fees from its residents for fire inspections, plan reviews, and fire investigations. POMPANO BEACH will invoice LAUDERDALE-BY-THE-SEA to provide these services, and LAUDERDALE-BY-THE-SEA will in turn pay POMPANO BEACH'S invoice within thirty (30) days upon receipt of the invoice from POMPANO BEACH.

10.3.2.2. *Fire Code Enforcement.* LAUDERDALE-BY-THE-SEA will continue to directly collect fees from its residents related to fire code compliance, to be split between the parties as provided in Section 8.8.4.

10.3.2.3 *Cooperation from LAUDERDALE-BY-THE-SEA.* LAUDERDALE-BY-THE-SEA agrees to take all action reasonably necessary to ensure that POMPANO BEACH may invoice and collect all the fees and revenues in Article 10.3.1, and be paid by LAUDERDALE-BY-THE-SEA for all other fees.

10.3.2.4 *Obligation to Pay for Services.* LAUDERDALE-BY-THE-SEA agrees to pay for the Services provided under this Interlocal Agreement. If, during any year during the Term of this Interlocal Agreement, LAUDERDALE-BY-THE-SEA determines that ad valorem tax revenues or special assessments are not available to fund the Services provided by POMPANO BEACH, LAUDERDALE-BY-THE-SEA shall be obligated to pay for the Services from any or all other revenue sources available to it or which may be made available to it.

10.4 *No Hidden Fees.* POMPANO BEACH expressly agrees and acknowledges that the base annual fees for the Term as more specifically described in **Exhibit "D"** is inclusive of all costs for the performance of Services as described in this Interlocal Agreement, except for additional costs and fees that are otherwise expressly provided for in this Interlocal Agreement. POMPANO BEACH agrees it has been transparent with regard to all costs and fees for which it will charge LAUDERDALE-BY-THE-SEA to perform the Services. Where a fee applies to both POMPANO BEACH residents and LAUDERDALE-BY-THE-SEA residents, LAUDERDALE-BY-THE-SEA will be treated at least as favorably as POMPANO BEACH residents. POMPANO BEACH further agrees it will not assess any new charges or costs to LAUDERDALE-BY-THE-SEA for the Services as defined in this Interlocal Agreement, throughout the Term unless new charges also apply to Pompano Beach residents and businesses. POMPANO BEACH further

agrees to provide the Town Manager of LAUDERDALE-BY-THE-SEA with a sixty (60) day notice prior to the implementation of any new charge.

ARTICLE 11
TERM OF AGREEMENT

11.1 *Term.* This Interlocal Agreement shall commence on September 1, 2023 (“Effective Date”) and shall continue for a period of five (5) years through March 31, 2028, unless terminated earlier as provided for in Article 12 (“Initial Term”). This Interlocal Agreement shall automatically renew for two additional periods of five (5) years each for a total of ten (10) additional years beyond the Initial Term without further action of the parties, unless either party notifies the other in writing at least sixty (60) days prior to the renewal term of its intent not to renew (collectively “Term”). In the event the Agreement is terminated or not renewed by either party in accordance with the terms of this Agreement and LAUDERDALE-BY-THE-SEA creates its own fire or fire-rescue department, LAUDERDALE-BY-THE-SEA shall give preferential hiring consideration to any and all displaced POMPANO BEACH employees that were hired specifically to provide service under this Agreement. If LAUDERDALE-BY-THE-SEA contracts for another provider or providers of fire, rescue or fire-rescue services, it will request that such contractor consider hiring the displaced POMPANO BEACH employees.

11.2. *Final Renewal Term.* In the event the Agreement is renewed at the end of the first renewal term for the second renewal term, LAUDERDALE-BY-THE-SEA may, at the end of the second and final renewal term, either (i) renegotiate the terms and conditions of the Agreement with POMPANO BEACH, or (ii) request bids from qualified contractors, which may include POMPANO BEACH, to provide the Services.

11.3 *Renegotiating Process.* Prior to making a recommendation to the Town Commission on whether to enter into an additional renewal term for the Agreement at the end of the second and final renewal, the Town Manager or designee will meet and confer with POMPANO BEACH regarding changes in terms and conditions that either LAUDERDALE-BY-THE-SEA or POMPANO BEACH would like to see reflected in an amendment to the Agreement covering future contracts.

For the avoidance of doubt, the dates of the terms are as follows:

Term	Commencement Date	Expiration Date
Initial	September 1, 2023	March 31, 2028
First Renewal	April 1, 2028	March 31, 2033
Second Renewal	April 1, 2033	March 31, 2038
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To Be Determined (180 days prior to the expiration of the Second renewal date)	To Be Determined

11.4 *Transition period.* Fire and EMS Services will take effect September 1, 2023. The Services will initially be provided from Station 11 in Pompano Beach. POMPANO BEACH shall have fifteen (15) business days from the date the existing fire station is vacated by the Volunteer Fire Department to transition its equipment and personnel from Station 11 to the new physical location within LAUDERDALE-BY-THE-SEA.

ARTICLE 12 TERMINATION

12.1 *For Convenience.* This Interlocal Agreement may be terminated by either party for convenience upon providing the other party with one hundred eighty (180) days' written notice as provided for herein.

12.2 *Protection of Public Health, Safety and Welfare.* This Interlocal Agreement may be terminated by the LAUDERDALE-BY-THE-SEA'S Town Manager upon such notice as the Town Manager deems appropriate in the event the Town Manager determines that termination is necessary to protect the public health, safety, or welfare of LAUDERDALE-BY-THE-SEA.

12.3 *Notice.* Notice of termination shall be provided in accordance with "Notices" in Article 16.8 of this Interlocal Agreement, except that notice of termination by Town Manager to protect the public health, safety or welfare pursuant to Article 12.2 may be verbal notice that shall be promptly confirmed in writing within five (5) business days, and in accordance with the "Notices" section of this Interlocal Agreement.

12.4 *Default.* This Interlocal Agreement provides in Article 13, "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this Interlocal Agreement and that specific performance was not an adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this Interlocal Agreement.

12.5 *Transition.* In the event of termination or expiration of this Interlocal Agreement, POMPANO BEACH and LAUDERDALE-BY-THE-SEA shall cooperate in good faith to effectuate a smooth and harmonious transition from POMPANO BEACH to LAUDERDALE-BY-THE-SEA'S service provider(s) and to maintain during such period of transition the same high quality of Services as contemplated by this Interlocal Agreement. In the event of such termination or expiration, the then pending term of this Interlocal Agreement shall be deemed automatically extended for a period of 24 months or until LAUDERDALE-BY-THE-SEA is capable of rendering such level of Fire Services, whichever occurs sooner. The consideration to be paid to POMPANO BEACH during the transition period shall be based upon the then effective terms of the Interlocal Agreement to provide such services, with the exception that the consideration for such services during the transition period shall be based on the actual costs incurred during that period.

ARTICLE 13
DEFAULT

13.1 Notwithstanding a party's right to terminate this Interlocal Agreement as set forth in Article 12 above, this Interlocal Agreement may be terminated for cause by either party if the breach is material and the party in breach has not corrected the breach within sixty (60) days after receipt of written notice from the other party identifying the breach.

13.1.1 POMPANO BEACH shall be deemed in material breach of this Interlocal Agreement if POMPANO BEACH without limitation:

- Ceases to possess all necessary licenses for the provision of Services under this Interlocal Agreement.

13.1.2 LAUDERDALE-BY-THE-SEA shall be deemed in material breach of this Interlocal Agreement if LAUDERDALE-BY-THE-SEA without limitation:

- Fails to make any required payment under this Interlocal Agreement.

13.2 The party giving notice of default may be entitled, but is not required, to seek specific performance of this Interlocal Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety and welfare of the residents' subject to this Interlocal Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

13.3 *Force Majeure*. If the performance of any obligation required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotion, Act of God, governmental restrictions or regulations or interference, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be considered a default for the period of such delay, hinderance or prevention.

ARTICLE 14
INSURANCE

14.1 POMPANO BEACH shall maintain a qualified self-insurance program in the limits specified in Florida Statute 768.28. POMPANO BEACH'S self-insurance program provides general and automobile and Workers Compensation and Employers Liability coverage. POMPANO BEACH agrees to provide LAUDERDALE-BY-THE-SEA with a Certificate of Insurance evidencing said program. In the event the program is modified during the Term of this Interlocal Agreement, POMPANO BEACH shall provide LAUDERDALE-BY-THE-SEA with at least thirty (30) days prior written notice.

14.2 LAUDERDALE-BY-THE-SEA shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund providing general and automobile and workers' compensation and employees liability coverage for the Term of this Interlocal Agreement in the amount determined by LAUDERDALE-BY-THE-SEA to adequately insure LAUDERDALE-BY-THE-SEA liability assumed herein, but in no event shall such coverage be less than the statutory waiver of sovereign immunity. In the event such coverage is modified, in any regard, before the expiration date of this Interlocal Agreement LAUDERDALE-BY-THE-SEA will provide at least thirty (30) days prior written notice to POMPANO BEACH.

ARTICLE 15 **LIABILITY**

15.1 To the extent provided by law, and excluding the negligence of POMPANO BEACH, LAUDERDALE-BY-THE-SEA agrees to indemnify and hold harmless POMPANO BEACH for all costs, losses and expenses, including, but not limited to, damages to persons or property, and including, but not limited to, judgments and attorneys' fees, arising out of and in connection with this Interlocal Agreement. If called upon by POMPANO BEACH, LAUDERDALE-BY-THE-SEA shall assume and defend not only itself but also POMPANO BEACH in connection with any suit or cause of action, and such defense shall be at no cost or expense whatsoever to POMPANO BEACH. Nothing in the foregoing is intended to waive the sovereign immunity of the parties, per Section 768.28, Florida Statutes. This covenant and agreement of LAUDERDALE-BY-THE-SEA shall survive the expiration or earlier termination of this Interlocal Agreement.

15.2 To the extent provided by law, and excluding the negligence of LAUDERDALE-BY-THE-SEA, POMPANO BEACH agrees to indemnify and hold harmless LAUDERDALE-BY-THE-SEA for all costs, losses and expenses, including, but not limited to, damages to persons or property, and including, but not limited to, judgments and attorneys' fees, arising out of and in connection with this Interlocal Agreement. If called upon by LAUDERDALE-BY-THE-SEA, POMPANO BEACH shall assume and defend not only itself but also LAUDERDALE-BY-THE-SEA in connection with any suit or cause of action, and such defense shall be at no cost or expense whatsoever to LAUDERDALE-BY-THE-SEA. Nothing in the foregoing is intended to waive the sovereign immunity of the parties, per Section 768.28, Florida Statutes. This covenant and agreement of LAUDERDALE-BY-THE-SEA shall survive the expiration or earlier termination of this Interlocal Agreement.

ARTICLE 16 **MISCELLANEOUS**

16.1 *Joint Preparation.* The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16.2 *Merger and Amendment.* This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters

contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement.

16.3 *Assignment.* The respective obligations of the parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part.

16.4 *Contract Management and Administrators.* The Contract Administrators for this Interlocal Agreement are the Pompano Beach Fire Rescue Department Director (Pompano Beach Fire Chief) or designee for POMPANO BEACH, and LAUDERDALE-BY-THE-SEA'S Town Manager or designee for LAUDERDALE-BY-THE-SEA. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

16.4.1 *Meetings.* The Contract Administrators shall hold meetings as often as they deem necessary to address, at a minimum, any contract issues and the Services being provided by POMPANO BEACH.

16.4.2 *Joint Cooperation.* The Contract Administrators may jointly establish policies and procedures related to day-to-day technical, administrative and operational issues necessary to implement this Interlocal Agreement without the requirement for approval by the respective governing bodies.

16.4.3 *Attendance at Commission and Staff Meetings.* POMPANO BEACH shall attend at least fifty percent (50%) of LAUDERDALE-BY-THE-SEA'S Commission and staff meetings unless otherwise requested by LAUDERDALE-BY-THE-SEA.

16.5 *Recordation/Filing.* The City Clerk of Pompano Beach is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of LAUDERDALE-BY-THE-SEA and POMPANO BEACH and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

16.6 *Governing Law and Venue.* This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS INTERLOCAL AGREEMENT.**

16.7 *Severability*. In the event that a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless POMPANO BEACH or LAUDERDALE-BY-THE-SEA elects to terminate this Interlocal Agreement. The election to terminate this Interlocal Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final, with appropriate provision being made for continuity of the Services as fully in compliance with the remaining terms and conditions of this Agreement as possible, until LAUDERDALE-BY-THE-SEA can obtain an alternative source for the Services.

16.8 *Notices*. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

Addresses of the parties are as follows:

FOR TOWN OF LAUDERDALE-BY-THE-SEA:

Town Manager
TOWN OF LAUDERDALE-BY-THE-SEA
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone: 954-784-3434
E-mail: Townmanager@lbts-fl.gov

Copy to:

Town Attorney
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone: 954-763-4242
E-mail: STrevarthen@wsh-law.com

FOR CITY OF POMPANO BEACH:

City Manager
CITY OF POMPANO BEACH
100 West Atlantic Boulevard
Pompano Beach, FL 33060
Telephone: 954-786-4601
E-mail: greg.harrison@copbfl.com

Copy to:

City Attorney
PO Box 2083
Pompano Beach, FL 33061
Telephone: 954-786-5533
E-mail: mark.berman@copbfl.com

16.9 *Nondiscrimination.* LAUDERDALE-BY-THE-SEA and POMPANO BEACH'S decisions regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

16.10 *Third Party Beneficiaries.* Neither LAUDERDALE-BY-THE-SEA nor POMPANO BEACH intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.

16.11 *Conflicts.* Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Interlocal Agreement. No officer or employee of LAUDERDALE-BY-THE-SEA, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. POMPANO BEACH shall not give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner of LAUDERDALE-BY-THE-SEA.

16.12 *Waiver of Breach and Materiality.* Failure by either party to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Interlocal Agreement. POMPANO BEACH and LAUDERDALE-BY-THE-SEA agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement and, therefore, is a material term hereof.

16.13 *Compliance with Laws.* The parties shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Interlocal Agreement.

16.14 *Priority of Provisions.* If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document of events referred to herein or any document incorporated into this Interlocal Agreement by reference and a

term, statement, requirement or provision of this Interlocal Agreement, the term, statement, requirement or provision contained in Articles 1 through 17 of this Interlocal Agreement shall prevail and be given effect.

16.15 *Multiple Originals.* This Interlocal Agreement may be fully executed in two copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document. Alternatively, the parties may agree to execute the agreement using e-signatures as authorized by their respective rules and policies. This may include without limitation the use of DocuSign.

16.16 *Legal Counsel.* The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligation herein and that the preparation of this Interlocal Agreement has been their joint effort.

16.17 *List of Exhibits.*

- Exhibit A:** Boundaries of Service Area
- Exhibit B:** Chapter 95 Fire Prevention - Pompano Beach Code
- Exhibit C:** Other Events
- Exhibit D:** Payment Increases during Term

16.18 *Measurement of Time.* Unless otherwise specified herein, all references to days shall be construed to refer to calendar days.

ARTICLE 17 **PUBLIC RECORDS**

17.1 LAUDERDALE-BY-THE-SEA and POMPANO BEACH are both public agencies subject to Chapter 119, Florida Statutes. Both parties must comply with Florida's Public Records Law, as amended. LAUDERDALE-BY-THE-SEA is the custodian of records for all public records related to the services performed under this Interlocal Agreement. Accordingly, POMPANO BEACH shall:

17.1.1 Keep and maintain public records required by the LAUDERDALE-BY-THE-SEA in order to perform the service.

17.1.2 Upon request from LAUDERDALE-BY-THE-SEA'S custodian of public records, POMPANO BEACH will provide to LAUDERDALE-BY-THE-SEA a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

17.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Interlocal Agreement if POMPANO BEACH does not transfer the records to LAUDERDALE-BY-THE-SEA.

17.1.4 Upon completion of the Services covered under this Interlocal Agreement, POMPANO BEACH shall transfer, at no cost to LAUDERDALE-BY-THE-SEA, all public records in possession of POMPANO BEACH, or keep and maintain public records required by LAUDERDALE-BY-THE-SEA to perform the Services. If POMPANO BEACH transfers all public records to LAUDERDALE-BY-THE-SEA upon completion of the Interlocal Agreement, POMPANO BEACH shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If POMPANO BEACH keeps and maintains public records upon completion of the Interlocal Agreement, POMPANO BEACH shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LAUDERDALE-BY-THE-SEA, upon request from the LAUDERDALE-BY-THE-SEA'S custodian of public records in a format that is compatible with the information technology systems of LAUDERDALE-BY-THE-SEA.

17.2 Failure of POMPANO BEACH to provide the above described public records to LAUDERDALE-BY-THE-SEA within a reasonable time may subject POMPANO BEACH to penalties under Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF POMPANO BEACH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO POMPANO BEACH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
Katrina Adler
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
E-mail: TownClerk@Lauderdalebythesea-FL.org

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have set their hands and seals on the day and year first above written.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK (SEAL)

Dated: _____

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

/TAL
2023-798 FINAL

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
CHRIS VINCENT, MAYOR

By: _____
LINDA CONNORS, TOWN MANAGER

Attest:

(SEAL)

KATRINA ADLER, TOWN CLERK

Dated: _____

Approved by:

SUSAN L. TREVARTHEN
TOWN ATTORNEY

LAUDERDALE-BY-THE-SEA - POMPANO FIRE RESCUE AGREEMENT 6-14-23 SLT

Contract Element	Current Contract	BSO Proposal	City of Fort Lauderdale Proposal
FINANCIAL TERMS			
Base Annual Fee (Year 1)	\$1,400,000 (Initial Contract) \$4,000,00 (estimated cost under termination clause)	\$8,313,425.00	\$6,819,191
Annual Escalation Rate	5% per year	Costs for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the budgeted costs for such items in the preceding year	Minimum 5% annually with a maximum of 10% based upon the City's actual cost (To be negotiated)
Initial Term Contract Total Fee (Years 1-5)	\$7,735,883.75	\$33,000,000 minimum (Amount based on a 4 year contract)	\$35,458,011 (assumes 6% annual increase on a 5 year contract)
Length of Contract	5 years (Sept 1, 2023 - March 31, 2028) with two 5 year renewal options	4 years with single five-year renewal option with mutual agreement	5 years (October 1, 2026 – September 30, 2031). Renewal discussions must begin 18 months prior to termination.
EMS Transport Fee Collection	Provider retains all fees	Town retains	Lauderdale by the Sea retains all transport revenue

Chapter 175 Revenue	Provider retains	A sheriff's office may not retain revenue pursuant to Florida Statue	Provider retains
Fire Inspection Fees	Town collects, reimburses provider	Town shall invoice, collect and retain fees from property owners for fire inspection and prevention services, with the exception of Fire Prevention standby services.	Town collects and retains
Hidden Fees Prohibited	Yes - explicit provision	N/A; all costs paid for by Town are listed on the agreement and presented to the Town in May as part of the annual proposed budget	Yes – apart from overtime charges for special events. Overtime rates per position below.
STAFFING & RESOURCES			
Minimum Staffing - Fire Suppression	3 personnel (Captain, Engineer, FF/Paramedic or FF/EMT)	Three (3) personnel (Captain, Driver Engineer, Firefighter/paramedic or EMT)	3 personnel (Captain, Engineer, FF/Paramedic or FF/EMT)
Minimum Staffing - Rescue Unit	3 personnel (Lieutenant, 2 FF/Paramedics or FF/EMTs, min 1 paramedic)	Three (3) personnel (Lieutenant, two (2) Firefighter/Paramedics or EMT)	3 personnel (Lieutenant, 2 FF/Paramedics or FF/EMTs, min 2 paramedic)
Battalion Chief Response	Yes - for critical incidents	Yes, for critical incidents	Yes - for critical incidents including cardiac arrest and Whole Blood administration

Fire Prevention Bureau Staff	1 primary inspector + support staff	One (1) Fire Prevention Captain or Lieutenant	1 primary inspector + support staff
Hiring Preference for Local Volunteers	Yes - explicit preference	Yes if State Certified paramedic or in third semester of paramedic school at time of application	Yes - explicit preference
RESPONSE STANDARDS			
Turnout Time Target	90 seconds (90% of time)	1:20 minutes	90 seconds (90% of time)
Travel Time Target	5 minutes (90% of time)	4:00 minutes	5 minutes (90% of time)
ALS Response Time	7 minutes first paramedic on site (90% of time)	6:50 minutes	7 minutes first paramedic on site (90% of time)
Fire Call Response Time	7 minutes first engine (90% of time)	6:50 minutes	7 minutes first paramedic on site (90% of time)
Unit Origination Location	Must originate from within Service Area	Initial, if available, within service area	Will originate from within service area, Should multiple calls drop at the same time, then next closest unit will be dispatched.
Service Hours	24/7/365	24/7/365	24/7/365
SCOPE OF SERVICES			
Fire Suppression	Yes	Yes	Yes
ALS/BLS EMS Transport	Yes - Class 1 ALS COPCN	Yes – Class 1 ALS COPCN	Yes - Class 1 ALS COPCN
Technical Rescue	First responder level	First Responder with Regional TRT Team Response as needed	Tech level response
Hazmat Services	First responder level	First Responder with Regional TRT Team Response as needed	Tech level response

Fire Inspections & Plan Review	Yes - all commercial/multifamily	Yes, all commercial and multifamily (per code)	Yes - all commercial/multifamily
Fire Investigation/Arson	Yes	Yes	Yes
Public Education Programs	Yes - CPR, Stop-The-Bleed, Car Seat Installation	Regional Life Safety Educator with limited events that would include Stop the Bleed, car seat installation, CPR, Youth fire-setter program, school safety education, older adult fire safety program based on national model program	Yes - CPR, Stop-The-Bleed, Car Seat Installation
OVAP Scoring	Yes	Yes	Yes, with GIS
Vulnerable Population Registry	Yes Maintained and updated by provider	Yes, coordination with Broward County	Yes, Maintained and updated by provider (Community Connect)
Emergency Management Support	Yes - EOC access, FEMA assistance, grant writing	Yes	Yes - EOC access, FEMA assistance, grant writing
CERT Program	Yes - provider creates/maintains	Will support Town initiative	Yes - provider creates/maintains
Training Facility Access	Yes - for Town employees	Yes, for Regionally provided classes	Yes
Special Events Coverage	5 Town events free; others at fee schedule	Three (3), others at fee schedule	Yes – through overtime charges
CONTRACT TERMS			
Initial Term	5 years (Sept 1, 2023 - March 31, 2028)	4 years (October 1, 2027)	5 years (October 1, 2026 – September 30, 2031).
Renewal Options	2 automatic 5-year renewals (10 years total)	Single five-year renewal option with mutual agreement	Renewal discussions must begin 18 months prior to termination.
Termination for Convenience	180 days written notice	90 days written notice, either party	Eighteen (18) months with written notice

Termination for Public Safety	Town Manager discretion with appropriate notice	90 days written notice, either party	May be terminated for cause if a breach is material and has not been corrected within thirty (30) calendar days after receipt of written notice. Material Breach Terms: Ceases to possess all necessary licenses for the provision of services under this Interlocal Agreement; and Fails to possess a Class - 1 ALS Certificate of Public Convenience and Necessity.
Transition Period Upon Termination	24 months or until Town capable, whichever is sooner	12 months or until Town is capable of rendering such Fire Rescue Services, whichever occurs sooner	To be negotiated
Default Cure Period	60 days after written notice	30 days after written notice	To be negotiated
FACILITIES & EQUIPMENT			
Fire Station Provided By	Town (no cost to provider)	Town (no cost to provider)	Town (no cost to provider)
Major Facility Repairs	Town responsibility (HVAC, electrical, roof, storm damage)	Town responsibility (HVAC, electrical, roof, storm damage)	Town responsible for all building repairs.
Daily Custodial Services	Provider responsibility	Provider responsibility	Provider responsibility
Fire Equipment/Apparatus	Provider supplies all necessary equipment	Town shall supply apparatus, vehicles and equipment	Town will provide one suppression apparatus meeting providers specifications. Provider supplies all necessary equipment

Existing Town Equipment Use	Provider may use at no cost; provider maintains	BSO Fire Rescue may use at no cost; provider maintains	Provider may use at no cost; provider maintains
Equipment Ownership Documentation	Written inventory maintained throughout term	Written inventory maintained throughout term	Written inventory maintained throughout term
Vehicle Branding	Must include Town name/logo	Branding will be approved by BSO and Town	Primary vehicles used in the town will have town's branding and/or signage on the vehicle indicating it is dedicated to the town. At times, reserve apparatus that do not have the signage/ branding may be used while vehicles are being repaired.
REPORTING & OVERSIGHT			
Monthly Performance Reports	Due by 15th of following month	On or about January 1 st and July 1 st to include calls for service, staffing and transfers, response times, trends and other relevant performance data, citizen complaints and their status/disposition, encumbered times for units by day of week, fire prevention activities	Quarterly and annually. Automated daily run reports of significant incidents can be sent via email if desired.
Post-Incident Reports	Within 14 business days for significant incidents	Within 14 business days for significant incidents	Within 14 business days for significant incidents
Resident Complaint Reporting	Quarterly summary	Access to third party reporting	Quarterly summary
Contract Administrator Meetings	As often as deemed necessary	As often as deemed necessary by both parties	As often as deemed necessary
Commission Meeting Attendance	Minimum 50% of Town Commission meetings	Annual meeting and special request agreed by both parties	Minimum 50% of Town Commission meetings

Personnel Transfer Rights	Town may request transfer (not arbitrary/capricious); 5-day response; 30-day implementation	Town may request transfer in writing, transfer must be approved by BSO. Once approved within 14 days or most applicable start of pay period	Yes, if it follows our CBAs Article 24 – Personnel Transfers, Section 3 - Operations Transfers Retain pre-approved vacation The transfer will be made anytime during the five (5) day “Kelly Day” time frame Article 58 – Station Assignment Sets up parameters by which FF bid on preferred stations/apparatuses with seniority being a primary factor, but states that ultimately assignments are determined by the Fire Chief in the interest of operations as long as those determinations are not arbitrary.
INSURANCE & LIABILITY			
Provider Insurance	Qualified self-insurance per FL Statute 768.28	Qualified self-insurance per FL Statute 768.28: BSO also carries General & Automobile Liability - \$1,000,000/2,000,000	The City is self-insured for its general liability, auto liability, police liability, employment liability, and workers’ compensation exposures. We
Town Insurance	General/auto/workers comp - statutory waiver minimum	General liability, fire and casualty coverage either commercial insurance carrier or a self-insurance program of sufficient coverage to protect the Town and BSO	-
Mutual Indemnification	Yes - each party indemnifies other (excluding own negligence)	To extent permitted by law	“Yes - each party indemnifies other (excluding the other’s negligence)”

Sovereign Immunity	Not waived	Not waived	Agreed, Not waived
QUALITY STANDARDS			
ISO Rating Commitment	Good faith effort to maintain ISO rating of 1	Good faith effort to maintain ISO rating of 1	Good faith effort to maintain ISO rating of 1
Equipment Maintenance Standards	NFPA and Insurance Service standards; FL Suppression Rating Schedule	NFPA, OSO, CAAS, and CFAI Standards	NFPA and Insurance Service standards; FL Suppression Rating Schedule
Medical Director	Required per Chapter 401, FL Statutes	As required by State Statutes	Required per Chapter 401, FL Statutes
Dispatch Services	Broward County Regional Communications System	Broward County Regional Communications System	Broward County Regional Communications System
Resident Treatment Parity	Town residents treated at least as favorably as provider's residents	Town establishes rates	Town residents treated at least as favorably as provider's residents

**City of Coconut Creek
Fire Protection Services Assessment Rate**

Category	FY25	FY26
	Rate per Unit	
Single Family	302.96	333.26
Multi-Family	272.67	299.94
Mobile Homes	151.48	166.63

Commercial/Office/Institutional	Rate per Parcel	
Parcel Size in Sq. Feet		
< 1,999	1,392.01	1,531.21
< 2,999	2,783.99	3,062.39
< 3,999	4,176.00	4,593.60
< 4,999	5,567.99	6,124.79
< 5,999	6,959.96	7,655.96
< 6,999	8,351.97	9,187.17
< 7,999	9,743.96	10,718.36
< 8,999	11,135.96	12,249.56
< 9,999	12,527.96	13,780.76
< 14,999	13,919.95	15,311.95
< 19,999	20,879.93	22,967.92
< 24,999	27,839.91	30,623.90
< 29,999	34,799.88	38,279.87
< 34,999	41,759.86	45,935.85
< 39,999	48,719.83	53,591.81
< 44,999	55,679.81	61,247.79
< 49,999	62,639.79	68,903.77
< 59,999	69,599.76	76,559.74
< 69,999	83,519.71	91,871.68
< 79,999	97,439.67	107,183.64
< 89,999	111,359.62	122,495.58
< 99,999	125,279.57	137,807.53
< 119,999	139,199.52	153,119.47
< 139,999	167,039.43	183,743.37
< 159,999	194,879.32	214,367.25
< 179,999	222,719.23	244,991.15
< 199,999	250,559.14	275,615.05
< 249,999	278,399.05	306,238.96
< 299,999	347,998.80	382,798.68
< 349,999	417,598.56	459,358.42
< 399,999	487,198.33	535,918.16
< 449,999	556,798.08	612,477.89
< 499,999	626,397.85	689,037.64
> 500,000	695,997.60	765,597.36

City of Coconut Creek Fire Protection Services Assessment Rate

Industrial/Warehouse	Parcel Size in Sq. Feet	FY25 Rate per Parcel	FY26 Rate per Parcel
<	1,999	142.32	156.55
<	2,999	284.66	313.13
<	3,999	426.98	469.68
<	4,999	569.31	626.24
<	5,999	711.65	782.82
<	6,999	853.98	939.38
<	7,999	996.30	1,095.93
<	8,999	1,138.63	1,252.49
<	9,999	1,280.95	1,409.05
<	14,999	1,423.27	1,565.60
<	19,999	2,134.93	2,348.42
<	24,999	2,846.56	3,131.22
<	29,999	3,558.20	3,914.02
<	34,999	4,269.84	4,696.82
<	39,999	4,981.49	5,479.64
<	44,999	5,693.13	6,262.44
<	49,999	6,404.76	7,045.24
<	59,999	7,116.41	7,828.05
<	69,999	8,539.69	9,393.66
<	79,999	9,962.96	10,959.26
<	89,999	11,386.26	12,524.89
<	99,999	12,809.53	14,090.48
<	119,999	14,232.80	15,656.08
<	139,999	17,079.37	18,787.31
<	159,999	19,925.94	21,918.53
<	179,999	22,772.50	25,049.75
<	199,999	25,619.05	28,180.96
<	249,999	28,465.63	31,312.19
<	299,999	35,582.03	39,140.23
<	349,999	42,698.42	46,968.26
<	399,999	49,814.85	54,796.34
<	449,999	56,931.24	62,624.36
<	499,999	64,047.64	70,452.40
>	500,000	71,164.05	78,280.46

Notes:

- Commercial Rates applicable to DOR codes: 11-39
- Industrial/Warehouse Rates applicable to DOR codes: 41-49
- Other Institutional Rates applicable to DOR codes: 73-79
- Religious Institutions Exempt applicable to DOR code: 71
- Private Schools Exempt applicable to DOR code: 72

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire services, facilities and programs described in the Preliminary Rate Resolution, in the amount of the Fire Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection for the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be benefited by the City’s provision of fire services, facilities and programs in an amount not less than the Fire Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance and the Preliminary Rate Resolution, from the fire services, facilities or programs to be provided and a legislative determination that the Fire Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Assessments described in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Assessed Cost is approximately \$9,457,229.00. The Fire Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$432.01

Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$ 1.0100
Warehouse- Industrial	\$ 0.1358
Institutional	\$ 1.7984
Government/Exempt	\$ 0.0000

The above rates of assessment are hereby approved. Fire Assessments for fire services, facilities and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) As authorized in the Ordinance, interim Fire Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Resolution based upon the rates of assessment approved herein.

(E) Fire Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(F) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

Section 4: Confirmation of Preliminary Rate Resolution.

The Preliminary Rate Resolution, as may be amended hereby, is hereby confirmed.

Section 5: Confirmation of Notice.

Apportionment to generate the estimated Fire Services Assessed Costs for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

PROPERTY USE CATEGORY	RATE	UNIT OF MEASURE
Residential	\$308.18	Per Dwelling Unit
Commercial	\$43.27	Per 100 Square Feet, up to 400,000 sq. ft
Industrial/Warehouse	\$5.85	Per 100 Square Feet, up to 400,000 sq. ft
Institutional	\$58.92	Per 100 Square Feet, up to 400,000 sq. ft.

The above rates of assessment are hereby approved. Except as otherwise provided herein, the Fire Services Assessment for Fire services, facilities and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) No Fire Services Assessment shall be imposed for the following designated exempt properties:

(1) property owned or occupied by a religious institution and used as a place of worship or education (“religious institution” means any church, synagogue, or other established physical place for worship at which nonprofit religious services and activities are regularly conducted and carried on);

(2) a public or private elementary, middle, or high school; or

(3) governmentally financed, insured or subsidized housing facilities that are used primarily for persons who are elderly or disabled (“governmentally financed, insured or subsidized housing facilities” means a facility that is financed by a mortgage loan made or insured by the United States Department of Housing and Urban Development under s. 202, s.221(d)(3) or (4), s.232, or s. 236 of the National Housing Act and is owned or operated by an

rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the updated Assessment Roll for Fiscal Year 2025-26 has heretofore been made available for inspection by the public, as required by the Fire Assessment Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance and Florida Statutes; and

WHEREAS, a public hearing was held on September 15, 2025, and comments and objections of all interested persons have been heard and considered as required by the Fire Assessment Ordinance; and

WHEREAS, the City Commission of the City of Dania Beach, Florida deems it to be in the best interest of the citizens and residents of the City to adopt this Annual Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Fire Assessment Ordinance), the Initial Resolutions, the Prior Assessment Resolutions, and Sections 166.021, 166.041, and 197.3632, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions and Interpretation. This Resolution constitutes the Annual Rate Resolution for Fiscal Year 2025-26 and may be referred to as the 2025 Annual Resolution or Annual Resolution. All capitalized terms in this Resolution shall have the meanings defined in the Fire Assessment Ordinance, the Initial Resolutions, as amended, the Prior Assessment Resolutions, as amended, and Resolution No. 2025-097 (the "2025 Preliminary Rate Resolution").

Section 3. Reimposition of Fire Rescue Assessments.

(a) The following Fire Rescue Assessment Rates are hereby approved and adopted for Fiscal Year 2025-26:

PROPERTY USE CATEGORIES	RATE BASIS	RATE
Residential	Per Dwelling Unit	\$ 270.76
Acreage/Vacant	Per Acre	\$ 72.87
Commercial	Per Square Foot	\$ 0.4177
Industrial/Warehouse	Per Square Foot	\$ 0.0513

fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(d) The method for computing Fire Protection Assessments described and referenced in the Preliminary Rate Resolution, is hereby approved. The Cost Apportionment and Parcel Apportionment methodologies adopted in Sections 6 and 7 of the Preliminary Rate Resolution are hereby approved.

(e) For the Fiscal Year beginning October 1, 2025, the Fire Protection Assessed Cost to be assessed and apportioned among specially benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment is \$20,347,584. The Fire Protection Assessments to be levied to generate the estimated Fire Protection Assessed Cost for the Fiscal Year beginning October 1, 2025, are hereby established as follows:

Fire Class Category	Fire Protection Assessment Rate	Billing Unit
Residential Property	\$296.00	Per Dwelling Unit
Commercial/Institutional Property	\$0.6712	Per Square Foot
Warehouse/Industrial Property	\$0.0878	Per Square Foot
Educational Property	\$0.1216	Per Square Foot

(f) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and reimposed on all parcels of Assessed Property included in the Assessment Roll for the Fiscal Year beginning October 1, 2025.

(g) The following exemptions are approved for the Fire Protection Assessment program:

(1) No Fire Protection Assessment shall be imposed upon Buildings of Institutional Property whose Building use is wholly exempt from ad valorem taxation under

Apportionment, Cost Factor, and Parcel Apportionment methodologies adopted in Section 6 of the Preliminary Rate Resolution are hereby approved.

(F) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$21,974,042.00. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

**FIRE RESCUE ASSESSMENTS
FISCAL YEAR 2025-2026**

RESIDENTIAL PROPERTY USE CATEGORY	Rate Per Dwelling Unit			
Residential	\$350.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	< 1,999	\$554	\$167	\$1,602
	2,000 - 3,499	\$1,108	\$333	\$3,204
	3,500 - 4,999	\$1,938	\$582	\$5,606
	5,000 - 9,999	\$2,769	\$831	\$8,008
	10,000 - 19,999	\$5,537	\$1,661	\$16,016
	20,000 - 29,999	\$11,073	\$3,321	\$32,031
	30,000 - 39,999	\$16,609	\$4,982	\$48,046
	40,000 - 49,999	\$22,146	\$6,642	\$64,062
	> 49,999	\$27,682	\$8,303	\$80,077

(G) The above rates of assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and reimposed on all parcels of Assessed Property included in such Assessment Roll for the Fiscal Year beginning October 1, 2025.

(H) The following exemptions shall apply to the Fire Rescue Assessment program:

RESOLUTION NO. 25-171

fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution from the fire services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Rescue Assessments described or referenced in the Preliminary Rate Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix B of the Preliminary Rate Resolution and adopted in Section 7 of the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$64,381,117. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Residential Dwelling Unit	\$403			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	< 1,999	\$581	\$84	\$686
	2,000 - 3,499	\$1,162	\$168	\$1,372
	3,500 - 4,999	\$2,034	\$294	\$2,401
	5,000 - 9,999	\$2,905	\$420	\$3,430
	10,000 - 19,999	\$5,810	\$840	\$6,860
	20,000 - 29,999	\$11,620	\$1,680	\$13,720
	30,000 - 39,999	\$17,430	\$2,520	\$20,580

RESOLUTION NO. 25-171

40,000 - 49,999	\$23,240	\$3,360	\$27,440
50,000 - 59,999	\$29,050	\$4,200	\$34,300
60,000 - 69,999	\$34,860	\$5,040	\$41,160
70,000 - 79,999	\$40,670	\$5,880	\$48,020
80,000 - 89,999	\$46,480	\$6,720	\$54,880
90,000 - 99,999	\$52,290	\$7,560	\$61,740
>100,000	\$58,100	\$8,400	\$68,600

(D) The above rates of assessment are hereby approved. Except as otherwise provided herein, the Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Properties described in the Assessment Roll for the Fiscal Year beginning October 1, 2025.

(E) No Fire Rescue Assessment shall be imposed upon a building located on a parcel of Institutional Property whose building use is wholly exempt from ad valorem taxation under Florida law. Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments.

(F) As authorized in Section 2.13 of the Ordinance, interim Fire Rescue Assessments are also levied and imposed against all properties for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(G) Fire Rescue Assessments shall constitute a lien upon the Assessed Properties so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(H) Any real estate that is owned and used as a homestead by a veteran was honorably discharged with a service-connected total and permanent disability and for whom a letter from the United States Government or United States Department of Veterans Affairs or its predecessor has been issued certifying that the veteran is totally and permanently disabled, or a

34	Residential:			
35	Single-Family	\$	347.98	per unit
36	Multi-Family	\$	347.98	per unit
37	Mobile Home.	\$	347.98	per unit
38	Commercial.	\$	43.53	per 100 square feet
39	Industrial/Warehouse	\$	12.74	per 100 square feet
40	Pari-mutuels	\$	43.53	per 100 square feet
41	Institutional	\$	43.53	per 100 square feet
42	Religious		Exempt	
43	Government		Exempt	

45 **SECTION 3.** The assessments shall be billed and collected as provided in Ordinance No.
 46 2000-16 and shall be the annual assessment unless and until modified by Resolution.

47 **SECTION 4.** All other provisions of the assessment process are ratified and confirmed.

49 APPROVED AND ADOPTED this 15th day of September, 2025.

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 JOY F. COOPER
 MAYOR

ATTEST:



 JENORGEN GUILLEN
 CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
FORM



 JENNIFER MERINO
 CITY ATTORNEY



Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution from the fire rescue services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Rescue Assessments described and referenced in the Preliminary Rate Resolution is approved. The Parcel Apportionment methodology described in Appendix C and adopted in Section 8 of the Preliminary Rate Resolution is approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$40,020,000.00, generating estimated net revenues of \$34,814,000.00. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment methodologies to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are established as follows:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$354

Non-Residential Property Use Property Use Categories	Rate Per Square Foot
Commercial	\$0.48
Industrial/Warehouse	\$0.07
Institutional	\$0.65

(D) The above rates of assessment are approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as approved, are levied and reimposed on all parcels of Assessed Property described in the Assessment Roll for the Fiscal Year beginning October 1, 2025.

(E) No Fire Rescue Assessment shall be imposed upon Buildings located on a parcel of Government Property or Institutional Property whose Building uses are wholly exempt from ad valorem taxation under Florida law. Further, no Fire Rescue Assessment shall be imposed upon the portion of Buildings located on a parcel of Government Property or Institutional Property whose Building uses are partially exempt from ad valorem taxation under Florida law. Only the portions of such Buildings that are subject to ad valorem taxation under Florida law and determined as such by the Property Appraiser shall be subject to the Fire Rescue Assessment. Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments.

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RESOLUTION 2025-41

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING THE FINAL FIRE ASSESSMENT RATE ON PROPERTY THAT IS SPECIALLY BENEFITED BY FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN INCREASE IN RATES FOR FIRE PROTECTION SERVICES; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL FOR FIRE PROTECTION ASSESSMENT AREA-TOWNWIDE; CONFIRMING THE FINAL ASSESSMENT ROLLS AND LEVYING SUCH SPECIAL ASSESSMENTS.

17 **WHEREAS**, the Town Commission has previously found that the imposition of fire
18 protection services assessments for fire protection services is an equitable and efficient method of
19 allocating and apportioning the cost of fire protection services among parcels of benefited
20 property; and

21 **WHEREAS**, the Town is empowered by Chapter 170, Florida Statutes, as amended, and
22 by its Home Rule powers, to levy and collect fire protection services assessments to defray the
23 costs associated with the provision of fire protection services; and

24 **WHEREAS**, the Town Commission has determined that all properties within the Town
25 that specially benefit from fire protection services shall be assessed for the costs of those services;
26 and

27 **WHEREAS**, the costs of the fire protection services to be assessed are fairly and equitably
28 allocated through the use of assessment methodology; and

29 **WHEREAS**, the Town Commission has provided notice and has conducted a public
30 hearing to consider, discuss and hear public comment regarding the fire protection services
31 assessments for the 2025/2026 Fiscal Year and a maximum rate for both residential and non-
32 residential properties; and

33 **WHEREAS**, the Town Commission finds that the Town's fire protection services
34 assessment program should provide for partial year assessments against specially benefited
35 property that is certified for occupancy after October 1, 2025, and that such assessments shall be
36 fairly and reasonably apportioned.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA FLORIDA, THAT:

Section 1. This Resolution is adopted pursuant to the provisions of Chapter 170, Florida Statutes, as amended, and pursuant to the Home Rule powers of the City.

Section 2. Fire protection services assessments shall be levied on all parcels or units of property specially benefited by fire protection services and are hereby imposed for the 2025/2026 Fiscal Year commencing October 1, 2025 and ending September 30, 2026, is hereby adopted for residential in the amount of \$303.39 and for non-residential in the amount of \$0.45 per building square foot.

Section 3. The assessments have been fairly and reasonably apportioned among the specially benefited parcels as shown on the applicable final assessments roll for such fire protection services, attached hereto and made a part hereof as Exhibit "A," all of which are hereby established and confirmed as the final fire protection assessment roll.

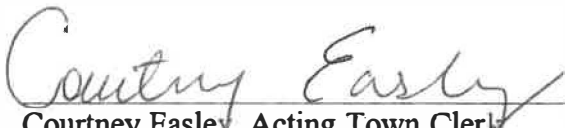
Section 4. The Town Clerk is directed to send a certified copy of this Resolution and the Assessment Roll on appropriate electronic media to the Broward County Property Appraiser so that the total assessment hereby levied can be entered on the County tax rolls by said Appraiser and collected by the Broward County Revenue Collector.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 12th day of September 2025.


MAYOR EDMUND MALKOON

ATTEST


Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

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A handwritten signature in cursive script, reading "Susan L. Trevarthen". The signature is written in black ink and is positioned above a horizontal line.

Susan L. Trevarthen, Town Attorney

EXHIBIT A

**FIRE RESCUE ASSESSMENT RATES
FINAL
CITY OF LAUDERDALE LAKES FIRE ASSESSMENT RATE SCHEDULE – FY 2026
October 1, 2025 – September 30, 2026**

Type	Class	Rate	# of Parcels	Tax Base	Taxes	# of Ex Parcels	Ex Base	Total	Total Base
R	RESIDENTIAL	333.84	12,099	12,100.00	4,039,464.00	0	0	12,099	12,100.00
M	MULTI-FAMILY	402.35	125	2,193.00	882,353.55	0	0	125	2,193.00
A	ACREAGE	731.28	41	49.15	35,942.44	0	0	41	49.15
C	COMMERCIAL	36.20	121	2,111,525.00	764,372.09	0	0	121	2,111,525.00
W	WAREHOUSE-INDUSTRIAL	4.16	25	941,628.00	39,171.72	0	0	25	941,628.00
I	INSTITUTIONAL	43.88	37	1,283,977.00	563,409.06	0	0	37	1,283,977.00
V	COMMON AREAS		0	-	0.00	69	7,883	69	7,883.00
X	GOVERNMENTAL EXEMPT		0	-	0.00	200	924,023	200	924,023.00
S	SPEC./COMB.		6	1,550,042.00	561,003.02	0	0	6	1,550,042.00
	TOTALS		12,454	5,901,514.15	\$ 6,885,715.88	269	931,906.00	12,723	6,833,420.15

Apportionment, Cost Factor, and Parcel Apportionment methodologies, as updated in the Assessment Report and described and adopted in Sections 6, 7 and 8 of the Preliminary Rate Resolution are hereby approved.

(E) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$24,356,615.00. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Residential	\$660			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	< 1,999	\$722	\$384	\$1,426
	2,000 - 3,499	\$1,444	\$767	\$2,851
	3,500 - 4,999	\$2,527	\$1,342	\$4,989
	5,000 - 9,999	\$3,610	\$1,917	\$7,127
	10,000 - 19,999	\$7,219	\$3,834	\$14,254
	20,000 - 29,999	\$14,438	\$7,668	\$28,507
	30,000 - 39,999	\$21,657	\$11,501	\$42,761
	40,000 - 49,999	\$28,876	\$15,335	\$57,014
	50,000 - 59,999	\$36,095	\$19,168	\$71,267
	60,000 - 69,999	\$43,314	\$23,002	\$85,521
	70,000 - 79,999	\$50,533	\$26,835	\$99,774
	80,000 - 89,999	\$57,752	\$30,669	\$114,027
	90,000 - 99,999	\$64,970	\$34,502	\$128,281
	≥ 100,000	\$72,189	\$38,336	\$142,534

(F) The above rates for the Fire Rescue Assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and reimposed on all parcels of

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2025 – 2678

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF LIGHTHOUSE POINT; ESTABLISHING THE RATES FOR THE FIRE PROTECTION SPECIAL ASSESSMENT FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025; LEVYING THE FIRE PROTECTION SPECIAL ASSESSMENT UPON SPECIALLY BENEFITED AND ASSESSED PROPERTIES LYING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF LIGHTHOUSE POINT FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025 AND ENDING ON SEPTEMBER 30, 2026; APPROVING, CONFIRMING, AND ADOPTING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lighthouse Point (hereinafter "City") has previously decided that it is in the best interest of the citizens and residents of Lighthouse Point for the City to provide Fire Protection Services; and,

WHEREAS, the City of Lighthouse Point has previously decided to fund a portion of the Fire Protection Services through a non-ad valorem special assessment; and,

WHEREAS, the imposition of a Fire Protection Assessment to fund a portion of the Fire Protection Costs relating to Fire Protection Services, facilities and programs each year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Costs among assessed properties within the City; and,

WHEREAS, the City desires to collect a Fire Protection Assessment within the City using the tax bill collection method for the Fiscal Year beginning on October 1, 2025, and ending on September 30, 2026; and,

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2025 – 2678

WHEREAS, on July 8, 2025, the City Commission adopted Resolution No. 2025-2670 (the "Preliminary Assessment Resolution"), which established the preliminary rates of assessment, and directed the preparation of the Preliminary Assessment Roll and the provision of notice for the public hearing as provided in Ordinance No. 720 (the "Ordinance"); and,

WHEREAS, in the Preliminary Assessment Resolution, the City provided notice and found that its Fire Services Special Assessment, which funds solely fire services and not emergency medical services, is consistent with the decision with the Fourth District Court of Appeal in SMM Properties, Inc. v. City of North Lauderdale, 760 So.2d 998 (Fla. 4th DCA 2000), approved by the Florida Supreme Court in 2002; and,

WHEREAS, the fire services assessment for the fiscal year beginning on October 1, 2025, will continue to be consistent with the decision of the Fourth District Court of Appeal, as approved by the Florida Supreme Court; and,

WHEREAS, the Preliminary Assessment Roll has been available for inspection by the public since its adoption; and,

WHEREAS, the City has provided proper notice of the hearing, through U.S. mail using the annual TRIM Notices, and publication in a newspaper generally circulated within Broward County, Florida, to each person owning property subject to the non-ad valorem special assessment; and,

WHEREAS, affected property owners have had the right to file written objections to the non-ad valorem special assessment, and to appear at the public hearing; and,

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2025 – 2678

WHEREAS, the City has received the written objections, heard testimony from all interested persons, and considered all objections relating to the non-ad valorem special assessment; and,

WHEREAS, pursuant to the Ordinance, the City has held a public hearing on September 13, 2025, to consider comments and objections and to adopt the non-ad valorem special assessment roll for funding a portion of the Fire Protection Costs for the provision of Fire Protection Services within the City for the Fiscal Year beginning on October 1, 2025; and,

WHEREAS, the City has equalized or adjusted the non-ad valorem special assessment as dictated by fairness and right.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. This Resolution is adopted pursuant to the Ordinance, the Preliminary Assessment Resolution, Chapter 166, Florida Statutes, and other applicable provisions of law. It constitutes the Annual Assessment Resolution as defined in the Ordinance. All legislative findings set forth in the Ordinance and the Preliminary Assessment Resolution are hereby readopted, confirmed, and ratified herein.

Section 3. It is necessary, serves a City and public purpose, and is in the best interests of the City of Lighthouse Point, to levy the non-ad valorem special assessment to fund a portion of the City's Fire Protection Costs for the provision of Fire Protection Services.

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2025 – 2678

Section 4. The City of Lighthouse Point shall levy the non-ad valorem special assessment to fund a portion of the Fire Protection Costs for Fire Protection Services provided by the City. No proceeds from the special assessment shall fund emergency medical services.

Section 5. The method for computing the Fire Protection Special Assessment provided in the Preliminary Assessment Resolution, which incorporates the methods set forth in Resolution No. 1031 (the “Initial Assessment Resolution”), is hereby approved, as supplemented and modified herein.

Section 6. It is hereby ascertained that the parcels described in the Assessment Roll are found to be specially benefited by the provision of Fire Protection Services described in the Ordinance, Initial Resolution, Final Resolution, and the Preliminary Assessment Resolution in the amount of the assessment set forth in the Assessment Roll, a copy of which was present or available for public inspection at the public hearing and is incorporated herein by reference. Each parcel of Assessed Property will be benefited by the provision of Fire Protection Services in an amount not less than the Fire Protection Assessment for such parcel. Adoption of this Resolution constitutes a legislative determination that all assessed parcels derive the special benefits as provided in the Ordinance and Preliminary Assessment Resolution, and that the Fire Protection Assessment is fairly and reasonably apportioned among the benefited properties.

Section 7. The estimated Fire Protection Assessed Costs to be assessed for the Fiscal Year beginning October 1, 2025, is \$2,166,199. The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2025 – 2678

Apportionment to generate the estimated Fire Protection Assessed Costs for the Fiscal Year beginning October 1, 2025, are hereby established as follows:

Category	Parcel Classification	Number of Accessible Units	Rate/ Unit
Residential	N/A	5,742	\$ 300.00
Commercial	< 1,999 sq ft	11	633.27
	2,000 - 3,499	17	1,266.53
	3,500 - 4,999	15	2,216.44
	5,000 - 9,999	12	3,166.34
	10,000 - 19,999	16	6,332.67
	20,000 - 29,999	2	12,665.35
	30,000 - 39,999	5	18,998.02
	40,000 - 49,999	1	25,330.70
	50,000 - 99,999	1	31,663.37
	> 100,000 sq ft	1	63,326.74
Non-Exempt Institutional ¹	< 1,999 sq ft	0	270.50
	2,000 - 3,499	1	541.00
	3,500 - 4,999	0	946.75
	5,000 - 9,999	1	1,352.50
	10,000 - 19,999	0	2,705.00
	20,000 - 29,999	0	5,410.00
	30,000 - 39,999	0	8,115.00
	40,000 - 49,999	0	10,820.00
	50,000 - 99,999	0	13,525.00
> 100,000 sq ft	0	27,050.00	

¹As of Fiscal Year 2025-2026, there are two parcels that fall within the Institutional Category that are not exempt from Ad Valorem Taxation and the Fire Protection Assessment. All potential parcel classifications are set forth should additional parcels become subject to the assessment.

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2025 – 2678

Section 8. The above rates are hereby approved, and the Fire Protection Assessments set forth herein are hereby levied and imposed on all assessed parcels of Assessed Property described in the Assessment Roll. Interim Fire Protection Assessments are also levied and imposed against all assessed parcels for which a Certificate of Occupancy is issued after adoption of this Resolution based upon the rates of assessment approved herein.

Section 9. Pursuant to the Ordinance, no Fire Protection Assessment shall be imposed upon a parcel of Institutional or Government Property whose use is wholly exempt from ad valorem taxation under Florida law. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

Section 10. The Fire Protection Assessment shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem Assessment. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

Section 11. The Assessment Roll shall be filed with the Clerk of the City of Lighthouse Point, and such assessments shall stand confirmed. All Fire Protection Assessments shall constitute legal, valid, and binding first liens, unless otherwise provided by law, upon property against which such assessments are made until paid.

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2025 – 2678

Section 12. The Assessment Roll, as adopted and approved herein, shall be certified by the Assessment Coordinator and delivered no later than September 15, 2025, to the Broward County Tax Collector.

Section 13. The adoption of this Resolution shall be the final adjudication of any and all issues relating to the City's Fire Protection Special Assessment (including, but not limited to, the determinations of special benefit, the methods of apportionment and the assessment rates) unless proper steps are initiated in a court of competent jurisdiction within twenty (20) days of the adoption of this Assessment Resolution.

Section 14. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 16. This Resolution shall become effective immediately upon its passage and adoption.

PASSED this 13th day of September, 2025.

BY: _____

Patty Petrone, Commission President

ATTEST:

BY: _____

Nicole Davisson, City Clerk

APPROVED AS TO FORM:



CITY OF LIGHTHOUSE POINT
FLORIDA

RESOLUTION NO. 2025 – 2678

BY: 
Office of the City Attorney

	Yes	No	Absent
Commission President Patty Petrone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commission Vice President Jason D. Joffe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Michael S. Long	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Everett Marshall III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Abby J. Stafford	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Temp. Reso. No. 8482
 7/30/25
 9/5/25

Property Category	Rate Per Dwelling Unit
Residential	\$479.21
Mobile Home Parks	\$221.44
Property Category	Rate Per Square Foot (capped at 100,000 square feet)
Commercial	\$0.7329
Industrial/Warehouse	\$0.1794
Institutional	\$0.3751

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such updated Assessment Roll for the Fiscal Year beginning October 1, 2025.

(E) Institutional Property whose use is exempt from ad valorem taxation under Florida law provide facilities and uses to the ownership, occupants, membership as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Protection Assessments upon such buildings located on Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Protection Assessment shall be imposed upon a building located on Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law.

as amended by this Annual Rate Resolution. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City’s provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Preliminary Rate Resolution from the fire rescue services, facilities, or programs to be provided, and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution. No EMS is funded by revenue from the fire rescue special assessment.

(B) The method for computing Fire Rescue Assessments described or referenced in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$7,480,389. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit		
Single Family	\$278		
Multi-Family	\$672		
NON-RESIDENTIAL PROPERTY USE CATEGORIES			
Building Classification (in square foot ranges)	Commercial	Industrial Warehouse	Institutional
≤ 1,999	\$ 568	\$ 173	\$ 586
2,000 - 3,499	\$ 1,136	\$ 345	\$ 1,172
3,500 - 4,999	\$ 1,987	\$ 603	\$ 2,051
5,000 - 9,999	\$ 2,838	\$ 862	\$ 2,930
10,000 - 19,999	\$ 5,676	\$ 1,723	\$ 5,859
20,000 - 29,999	\$ 11,351	\$ 3,446	\$ 11,718
30,000 - 39,999	\$ 17,026	\$ 5,168	\$ 17,576
40,000 - 49,999	\$ 22,701	\$ 6,891	\$ 23,435
50,000 - 59,999	\$ 28,376	\$ 8,613	\$ 29,294
60,000 – 69,999	\$ 34,051	\$ 10,336	\$ 35,152
70,000 – 79,999	\$ 39,727	\$ 12,059	\$ 41,011
80,000 – 89,999	\$ 45,402	\$ 13,781	\$ 46,869
90,000 – 99,999	\$ 51,077	\$ 15,504	\$ 52,728
> 99,999	\$ 56,752	\$ 17,226	\$ 58,587

the fire rescue services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Rescue Assessments described and referenced in the Preliminary Rate Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix B and adopted in Section 7 of the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$11,281,416. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Residential	\$382			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	≤ 1,999	\$568	\$118	\$592
	2,000 - 3,499	\$1,135	\$235	\$1,184
	3,500 - 4,999	\$1,986	\$410	\$2,071
	5,000 - 9,999	\$2,836	\$586	\$2,958
	10,000 - 19,999	\$5,672	\$1,171	\$5,916
	20,000 - 29,999	\$11,344	\$2,342	\$11,831
	30,000 - 39,999	\$17,016	\$3,513	\$17,746
	40,000 - 49,999	\$22,687	\$4,684	\$23,661
	50,000 - 59,999	\$28,359	\$5,855	\$29,576
	60,000 - 69,999	\$34,031	\$7,026	\$35,491
	70,000 - 79,999	\$39,702	\$8,196	\$41,406
	80,000 - 89,999	\$45,374	\$9,367	\$47,321
	90,000 - 99,999	\$51,046	\$10,538	\$53,236
	≥ 100,000	\$56,717	\$11,709	\$59,151

and is incorporated herein by reference. Additionally, the Assessment Roll, as approved, includes those Tax Parcels of Assessed Property that cannot be set forth in that Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt “home addresses.”

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.

(C) Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Preliminary Rate Resolution from the fire rescue services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(D) The method for computing Fire Rescue Assessments described and referenced in the Preliminary Rate Resolution is hereby approved. The Cost Apportionment and Parcel Apportionment methodologies described in Sections 6 and 7 of the Preliminary Rate Resolution are hereby approved.

(E) For the Fiscal Year beginning on October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed and apportioned among specially benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment methodologies is \$4,727,862.00. The Fire Rescue Assessments to be levied to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year beginning on October 1, 2025, are hereby established as follows:

Fire Class Category	Fire Rescue Assessment Rate	Billing Unit
Residential Property	\$327.06	Per Dwelling Unit
Commercial Property	\$0.7733	Per Square Foot
Institutional Property	\$0.4121	Per Square Foot

(F) The above rates of assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the Assessment Roll are hereby levied and imposed on all parcels of Assessed Property included in such Assessment Roll for the Fiscal Year beginning on October 1, 2025.

(G) The following exemptions are approved for the Fire Rescue Assessment program:

(1) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Rescue Assessment;

(2) No Fire Rescue Assessment shall be imposed upon Buildings categorized as Institutional Property whose Building use is wholly exempt from ad valorem taxation

**PROPOSED RESOLUTION NO. 2025-R-40
RESOLUTION NO. 3930**

Resolution and adopted in Section 7 of the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Assessed Cost to be assessed is \$35,542,786.00. The Fire Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$408.14
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.6337
Industrial/Warehouse	\$0.1218
Institutional	\$0.5456

(D) The above rates of assessment are hereby approved. Fire Assessments for fire services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and re-imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2025. No portion of the Fire Rescue Assessed Costs is attributable to the Emergency Medical Services Costs.

(E) No Fire Assessment shall be imposed upon parcels exempted by the Ordinance or Preliminary Rate Resolution. Any shortfall in the expected Fire Assessment proceeds due to any reduction or exemption from payment of the

estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$361.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.589
Industrial/Warehouse	\$0.087
Institutional	\$0.327

(F) The above rates of assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property included in such Assessment Roll for the Fiscal Year beginning October 1, 2025.

(G) The following exemptions shall apply to the Fire Rescue Assessment program:

- (1) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Rescue Assessment;
- (2) No Fire Rescue Assessment shall be imposed upon Buildings of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law;
- (3) No Fire Rescue Assessment shall be imposed against any Building of Non-Residential Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that building exceeds a just value of \$10,000 as determined by the Property Appraiser and is not a Pole Barn.

(H) Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the

Section 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance (codified as Sections 12-19 through 12-85 in the Town of Southwest Ranches Code of Ordinances), the Initial Assessment Resolution (Resolution 2011-084), the Final Resolution (Resolution 2011-098), and in all subsequent Preliminary and Annual Resolutions, are affirmed, amended, modified, and incorporated herein by reference. In addition, it is hereby ratified, confirmed, and declared that the fire protection services to be funded by the Fire Protection Assessments provide special benefit to the Assessed Property and that the Fire Protection Assessed Costs are fairly and reasonably allocated to Assessed Properties. It is hereby ascertained, determined and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town’s provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment adopted and imposed against such parcel by this Annual Resolution.

Section 7. Approval of Final Fire Protection Assessment Rates and Final Fire Protection Assessment Roll.

A. Notice of the proposed Fire Assessments and a public hearing have been provided by mail and by publication. Notice by mail was provided in the annual notice of ad valorem property taxes mailed by the BCPA. The public hearing was held on September 15, 2025, and comments and objections of all interested persons have been heard, in person or virtually as may have been authorized, and considered by the Town Council.

B. The Fire Protection Assessments to be assessed on benefitted parcels are hereby established as follows:

Fiscal Year 2025-26 Final Fire Protection Assessment Rates

Rate Category	Assessment Unit	Final Fire Assessment Rate
"A" Acreage	Per Acre	\$ 79.90
"R" Residential/Other	Per Dwelling Unit	\$ 767.76
Combined Non-residential	Per Sq Ft Bldg Area	\$ 1.0999

C. The above rates of assessment are hereby finally approved. The above Final Fire Assessment Rates shall be used to update and amend the Assessment Roll as needed and are hereby levied and imposed on all parcels of Assessed Property on the Final Assessment Roll. The Final Assessment Roll, as may have

provision of the fire rescue services, facilities, and programs described or referenced in the Preliminary Rate Resolution, in the amount of the Fire Rescue Assessment set forth in the updated Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution from the fire rescue services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Rescue Assessments described or referenced in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$16,635,784. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows.

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Single Family	\$309.50			
NON- RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	≤ 1,999	\$536	\$84	\$806
	2,000 – 3,499	1,072	168	1,612
	3,500 – 4,999	1,876	294	2,821

TPMRG0827

3

C25205
RESOLUTION NO. 25-113-25-A

5,000 – 9,999	2,680	420	4,030
10,000 – 19,999	5,360	840	8,060
20,000 – 29,999	10,720	1,680	16,120
30,000 – 39,999	16,080	2,520	24,180
40,000 – 49,999	21,440	3,360	32,240
≥ 50,000	26,800	4,200	40,300

The above rates of assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and reimposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2025.

(D) No Fire Rescue Assessment shall be imposed upon a parcel of Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law. Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments.

(E) As authorized in Section 2.13 of the Ordinance, interim Fire Rescue Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Resolution based upon the rates of assessment approved herein.

(F) Fire Rescue Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(G) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution, from the fire rescue services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Rescue Assessments described and referenced in the Preliminary Rate Resolution is hereby approved. The Parcel Apportionment methodology described and adopted in Section 7 of the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is \$17,996,342. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows:

Residential Property Use Categories	Dwelling Units			
Residential	\$450			
Non-Residential Property Use Categories	Building Classifications (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	≤ 1,999	\$657	\$219	\$1,095
	2,000 – 3,499	\$1,314	\$438	\$2,190
	3,500 – 4,999	\$2,298	\$766	\$3,831
	5,000 – 9,999	\$3,283	\$1,094	\$5,473
	10,000 – 19,999	\$6,566	\$2,188	\$10,946
	20,000 – 29,999	\$13,131	\$4,376	\$21,891
	30,000 – 39,999	\$19,697	\$6,564	\$32,836
	40,000 – 49,999	\$26,262	\$8,752	\$43,781
	≥ 50,000	\$32,828	\$10,940	\$54,726

with the legislative declarations, determinations and findings as set forth in the relevant Ordinance, the Initial Assessment Resolution, and this Final Assessment Resolution from the fire protection services to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix G of the Initial Assessment Resolution and adopted in Section 7 of the Initial Assessment Resolution is hereby approved.

(C) For Fiscal Year 2025-2026, beginning on October 1, 2025, through September 30, 2026, the total estimated Fire Protection Cost is determined to be Two Million Eight Hundred Twenty-Three Thousand Four Hundred Thirty-Six Dollars (\$2,823,436.00). The proposed Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for FY 2025-2026, are hereby established as follows:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$500.52
Non-Residential Property Use Categories	Per Square Foot Rates (w/ 115,800 square foot cap)
Commercial	\$0.3152
Office	\$0.3152
Warehouse/Industrial	\$0.1313
Institutional	\$1.2611

(D) The above rates of assessment is subject to final commission approval for Fire Protection Assessments for fire protection services in the amounts set forth in the Assessment Roll, to be levied and imposed on all parcels of Assessed Property described in such Assessment Roll for Fiscal Year 2025-2026, beginning on October 1, 2025 through September 30, 2026.

(E) Institutional Property whose use is exempt from ad valorem taxation under Florida law provide facilities and uses to the ownership, occupants, membership as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public

City of Weston Fire Services Assessments

2025 Tax Year

RATES - RESIDENTIAL CATEGORY

Category	Rate per Unit
Single-Family Residential	\$770.06
Multi-Family Residential	\$790.28

RATES - COMMERCIAL/OFFICE CATEGORY

Parcel Classification (in square foot ranges)	Rate per Unit
< 1,999	\$1,516.46
2,000 - 3,499	\$3,175.62
3,500 - 4,999	\$5,130.84
5,000 - 9,999	\$7,256.94
10,000 - 19,999	\$14,352.51
20,000 - 29,999	\$27,702.64
30,000 - 39,999	\$41,017.06
40,000 - 49,999	\$53,879.70
50,000 - 74,999	\$65,560.81
75,000 - 99,999	\$93,530.36
100,000 - 124,999	\$121,796.68
125,000 - 149,999	\$151,827.62
150,000 - 199,999	\$182,544.41
200,000 - 299,999	\$239,983.11
≥ 300,000	\$353,451.19

RATES - INDUSTRIAL/WAREHOUSE CATEGORY

Parcel Classification (in square foot ranges)	Rate per Unit
< 1,999	\$457.38
2,000 - 3,499	\$1,057.45
3,500 - 4,999	\$1,424.04
5,000 - 9,999	\$1,961.51
10,000 - 19,999	\$3,761.65
20,000 - 29,999	\$6,520.92
30,000 - 39,999	\$9,244.48
40,000 - 49,999	\$11,516.26
50,000 - 74,999	\$12,606.51
75,000 - 99,999	\$14,098.91
100,000 - 124,999	\$15,888.08
125,000 - 149,999	\$19,441.87
150,000 - 199,999	\$23,681.51
200,000 - 299,999	\$28,165.91
≥ 300,000	\$35,725.39

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	TOTAL COST OF FIRE
	(PER DWELLING
	OR PER 100 SQUARE
	FEET UP TO
	<u>100,000 SQUARE FEET</u>)
<u>LAND DESIGNATION</u>	
RESIDENTIAL (PER DWELLING)	\$ 351.56
COMMERCIAL	\$ 36.33
INDUSTRIAL	\$ 20.52
INSTITUTIONAL	\$ 20.35
GOVERNMENT	\$ 54.16
NURSING HOME	\$ 145.05

The above rates of assessment are hereby approved. Fire Services Assessments for fire services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2025.

(D) As authorized in Section 8.9.1 of Resolution No. 1986, interim Fire Services Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Resolution based upon the rates of assessment approved herein.

(E) Any shortfall in the expected Fire Services Assessment and proceeds due to any reduction or exemption from payment of such shall be supplemented by any legally available funds, and not paid by funds derived from the Fire Services Assessment.

(F) In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Services Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Services Assessment upon each affected Tax Parcel in the amount of the Fire Services Assessment Fee that would have been otherwise imposed save

Contract for Service Discussions



Sheriff Gregory Tony, Ph.D.
sheriff.org

Contract For Services Provides

Automatic CAD-based response to the Town of Lauderdale-By-The-Sea

More operational flexibility for fire rescue services. This allows BSO to relocate units for service coverage for training purposes and response for large scale events.



Sheriff Gregory Tony, Ph.D.

**The Broward Sheriff's
Office would assume the
responsibility of**

- **Grievance and disciplinary proceedings**
- **Labor negotiations**
- **Medical Director**
- **Hiring and recruitment**
- **Claims processing and risk management**
- **Legal defense and indemnification**
- **Workers Compensation cases**
- **Promotional processes**
- **Fire Rescue Administration**
- **Fire Prevention**
- **Fire and EMS Training**
- **Logistics**



**By contracting with BSO,
the Town of Lauderdale-By-
The Sea would have a Fire
Rescue services that is:**

Accredited by the Commission on Fire Administration International

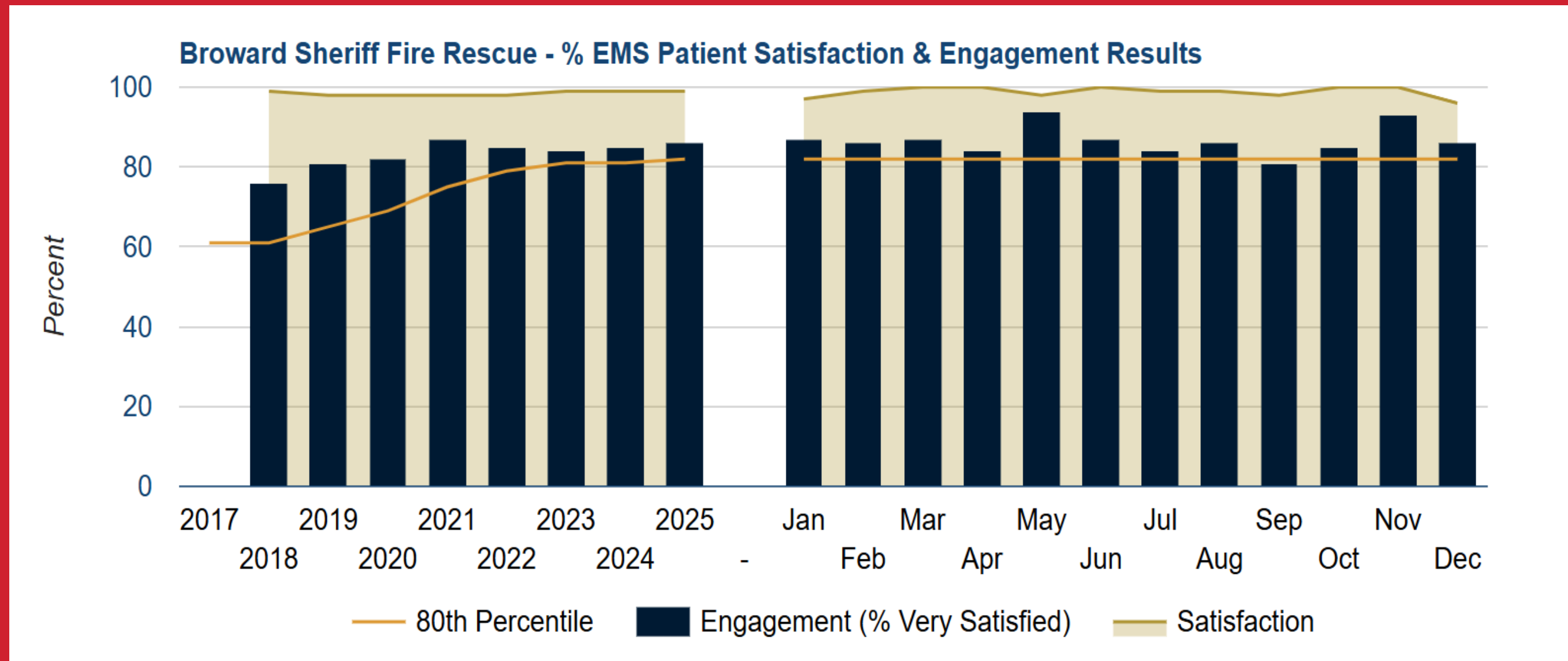
Commission on Accreditation of Ambulance Services

**Continue to be positioned to maintain the International
Organization for Standardization (ISO) rating of Class 1**



Sheriff Gregory Tony, Ph.D.

The Baldrige Group facilitates EMS customer satisfaction surveys for BSO. The current 2025 results show an overall satisfaction rate above the 80th percentile for patient engagement.



BSO's Life Safety Educator staff will coordinate programs such as Stop the Bleed, car seat installations and fire safety for various age groups. Cities that contract for service with BSO Fire Rescue benefit from our staff's experience and full-time dedication to education.





The Broward Sheriff's Office of Emergency Management

- **BSO has an office of Emergency Management, whose personnel can work as a liaison between the Town's Emergency Management staff and the Broward Sheriffs Emergency Operations Center. BSO's Office of Emergency Management personnel work closely with the Broward County Emergency Management and other local, State and Federal partners. This embedded collaboration framework adds value to BSO contract cities.**



Staffing Provided

ALS Engine will be staffed with Captain, Driver Engineer, and a Firefighter Paramedic or EMT
ALS Rescue will be staffed with a Lieutenant and two Firefighter Paramedics or EMT's
Prevention will be staffed with one Fire Prevention Officer



BSO's progressive System Provides:

Emergency Rescue Captains
7 Battalion Chief's Zones
Staff Duty Officer
Fire Code Official
Logistics Warehouse
Heavy Fleet Center
Training Division
Health and Safety Division
EMS Division
Shift Division Chiefs



Proposed costs for service which include three personnel on fire Rescue apparatus, and one Fire Prevention Officer

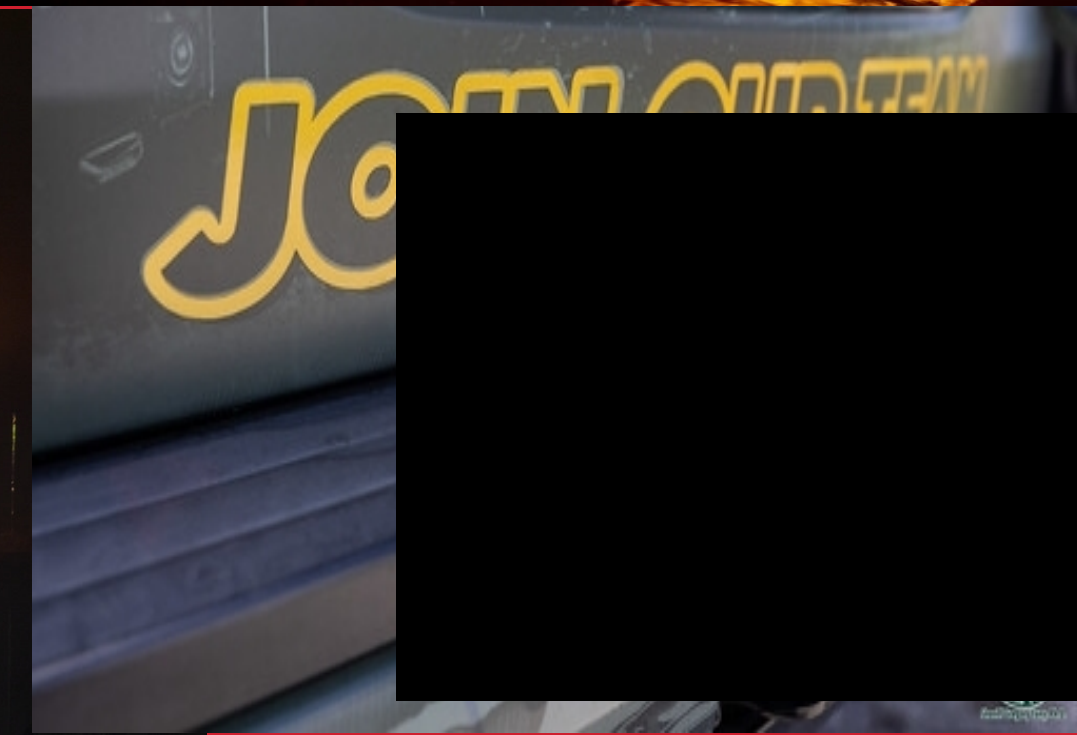
Personnel Costs	Operating Costs	Capital Costs	Total Service Cost
\$7,209,125	\$927,684	\$176,616	\$8,313,425

Capital does not include future apparatus





BSO Fire Rescue and Emergency Services



FIRE RESCUE PROPOSAL



CITY OF
FORT LAUDERDALE

Overview

- **Proposal Terms and Conditions**
- **Fire Rescue**
 - Overview of Fort Lauderdale Fire Rescue Department
 - Service Proposal
 - Staffing Costs
 - Apparatus Costs
 - Proposal Summary



CITY OF
FORT
LAUDERDALE

Overview of Proposal Terms and Conditions



- Term: October 1, 2026 – September 30, 2031
 - Five-year period of performance
 - Renewal discussions must begin 18 months prior to termination
 - Either party may terminate with an 18-month written notice
- Lauderdale-by-the-Sea (LBTS) would pay a base annual service fee, payable in equal monthly payments
- Fort Lauderdale would retain full operational control and supervision of all assigned personnel

Fort Lauderdale Fire Rescue Department



Since 1912, the Fort Lauderdale Fire Rescue (FLFR) Department has been dedicated to protecting lives and property through preparedness, exceptional emergency services, and active community engagement.

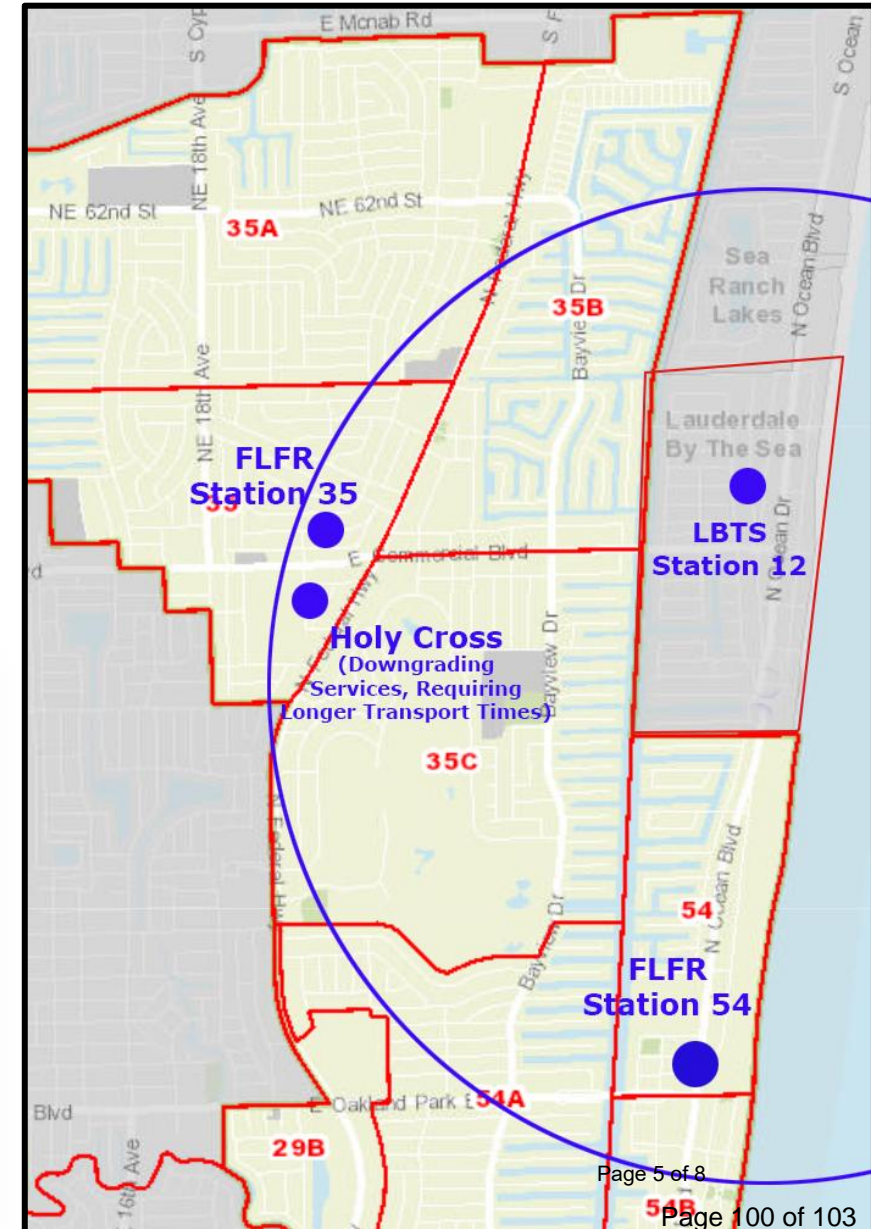
- **Accredited and Distinguished:** FLFR is a nationally recognized ISO Class 1 agency, proudly accredited by the Commission on Fire Accreditation International (CFAI), the Commission on Accreditation of Ambulance Services (CAAS), and the Emergency Management Accreditation Program (EMAP) – reflecting excellence in fire protection, emergency medical services, and emergency management.
- **High Performing:** Over the past two (2) years, FLFR has secured more than \$12.7 million in federal funding and has maintained strong representation at both regional and state levels through key associations and programs.
- **Comprehensive Capabilities:** FLFR provides access to specialized services including a Fire Boat, Marine Response Unit, Hazardous Materials Team, Technical Rescue Team, and Bike Medics - available for immediate dispatch and event support.

Local Fire Station Coverage Area



Fire Station #35

Fire Station #54



Fire Rescue Proposal – Staffing Costs

Three (3) Person Rescue and Three (3) Person Engine Staffing

Based on the three-person staffing model utilized in the Pompano Beach contract plus a full-time fire inspector position. The personnel and ongoing operating costs are outlined below:

Job Class	Total Compensation Per FTE	No. of Positions*	Year 1 Costs**	Year 2 Costs**
Paramedic/Firefighter	\$ 166,889	13.59	\$ 2,268,016	\$ 2,370,488
Fire Captain	223,940	4.53	1,014,450	1,069,283
Fire Lieutenant	203,380	4.53	921,313	968,695
Driver-Engineer	197,600	4.53	895,128	940,416
Fire Inspector	141,196	1.00	141,196	152,085
Overhead Charge^			584,581	615,881
Total Staffing and Overhead		28.18	\$ 5,824,684	\$ 6,116,848

*No. of Positions account for a staffing factor of 4.53 per 1 seat on an apparatus.

**Costs are inclusive of operating costs and insurance service charges.

^Overhead charges include Indirect Administrative Service charges and Fire Administrative Overhead charges, with Year 2 costs escalating due to anticipated increases in personnel and operating expenses.

Fire Rescue Proposal – Apparatus Costs

Beyond staffing costs, the Fort Lauderdale proposal includes capital expenditures for a Fire Rescue Unit, a Fire Inspector vehicle, and operating costs for a Fire Engine Unit. Vehicle operating expenses include service charges, fuel costs, fleet overhead, and equipment housed on each apparatus.

One (1) Fire Engine Unit		
Expense Type	Year 1 Costs	Year 2 Costs
Vehicle Operating and Fleet Replacement Expenses*	\$ 144,170	\$ 181,514
Subtotal	\$ 144,170	\$ 181,514

One (1) Fire Rescue Unit and One (1) Fire Inspector Vehicle		
Expense Type	Year 1 Costs	Year 2 Costs
Cost of Rescue Unit and Inspector Vehicle	\$ 595,405	\$ -
Vehicle Operating and Fleet Replacement Expenses	254,932	176,850
Subtotal	\$ 850,337	\$ 176,850

Total Vehicle Costs	\$ 994,507	\$ 358,364
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*This includes the costs to replace a fire engine unit by Fort Lauderdale over eleven (11) years.

Fire Rescue Proposal – Summary

In summary, Fire Rescue’s proposal includes funding for personnel, vehicle purchases, and ongoing equipment and vehicle operating costs associated with a fire rescue unit, a fire engine, and an inspector vehicle.



Expense Categories	Year 1 Costs	Year 2 Costs
Staffing	\$ 5,824,684	\$ 6,116,848
Vehicle Purchases	595,405	-
Vehicle Operating Expenses*	399,102	358,364
Total Costs	\$ 6,819,191	\$ 6,475,212

**The vehicle operating expenses encompass service charges, fuel, fleet overhead, and equipment maintenance for both a fire rescue unit and a fire engine.*