

Town of Lauderdale-By-The-Sea

Special Town Commission

Agenda

Tuesday June 20, 2023

5:00 PM



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

Special Town Commission

Tuesday, June 20, 2023, 5:00 PM

Jarvis Hall

4505 N. Ocean Drive,

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE

3. RESOLUTION

- 3.a. Resolution 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.

[06-20-23 AM Fire Contract.pdf](#)

[Ex. 1 Resolution 2023-24 Pompano Beach Fire and EMS Contract.pdf](#)

4. 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.



Town Commission Agenda Item Report

Meeting Date: June 20, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: Resolution 2023-24: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE CITY OF POMPAÑO BEACH FOR FIRE RESCUE, SUPPRESSION AND PREVENTION SERVICES, AND EMERGENCY MEDICAL SERVICES; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: At the February 14 Special Commission Meeting, the Commission directed staff to initiate negotiations with Pompano Beach Fire Rescue to provide fire suppression and emergency medical services for the Town.

Since that time, staff has worked with Pompano Beach staff to present a contract that includes the following highlights:

Subject	Description
Base Cost	\$1.4 million annually
Additional cost	Pompano Beach keeps 100% of EMS transport fees; plan review fees; Chapter 175 fees for retirement and 50% of fire code fines.
Term	One 5-year term and two 5-year renewals with a 5% annual escalator and an option to renegotiate at end of final renewal period
Service	One 3-person rescue/ambulance and one 3-person fire suppression unit; fire inspections, plan review and code enforcement (fire cases only); access to emergency manager; access to Pompano Beach emergency operation center. Pompano will provide fire inspections, plan review and fire related code enforcement

Subject	Description
Location	Service will occur from Station 11 during the transition period which is 15 business days after the existing building is vacated. Thereafter, service will be provided from the Town's current facility.
Fire Equipment	Pompano Beach will provide and maintain all fire equipment and apparatus necessary to provide Fire Services
Adequacy of Performance	Town has right to request a transfer of employees if the Town is dissatisfied with their performance. Pompano Beach agrees to provide hiring preference to LBTS volunteer fire fighters and training preference to those that do not yet qualify for hiring.
Response Time	Fire Rescue – turnout time @ 90 seconds 90% and Travel Time – 5 minutes @ 90% of time ALS Calls – first paramedic arrives within 7 minutes @ 90% of time (includes both turnout and travel time) Target Response Time – 7 minutes 90% of the time for first engine company on site (includes both turnout and travel time)
Special Events	Pompano agrees to participate in five Town-sponsored special events at no cost to the Town

If this contract is approved, staff will coordinate the transition with Pompano Beach with the target date set for September 1, 2023.

Recommendation: Staff recommends approval of Resolution 2023-24.

Exhibits: Ex. 1 Resolution 2023-24

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Section 3. Authorization to Execute and Make All Non-substantial Changes. The Town Manager is authorized to execute the attached Agreement together with all non-substantial changes that are acceptable to the Town Manager and Town Attorney.

Section 4. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 20th day of June 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

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.

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 originals 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:

ALFRED KERVIN, CITY CLERK

(SEAL)

Dated: _____

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
CHRIS VINCENT, MAYOR

By: _____
LINDA CONNORS, TOWN MANAGER

Attest:

(SEAL)

KATRINA ADLER, TOWN CLERK

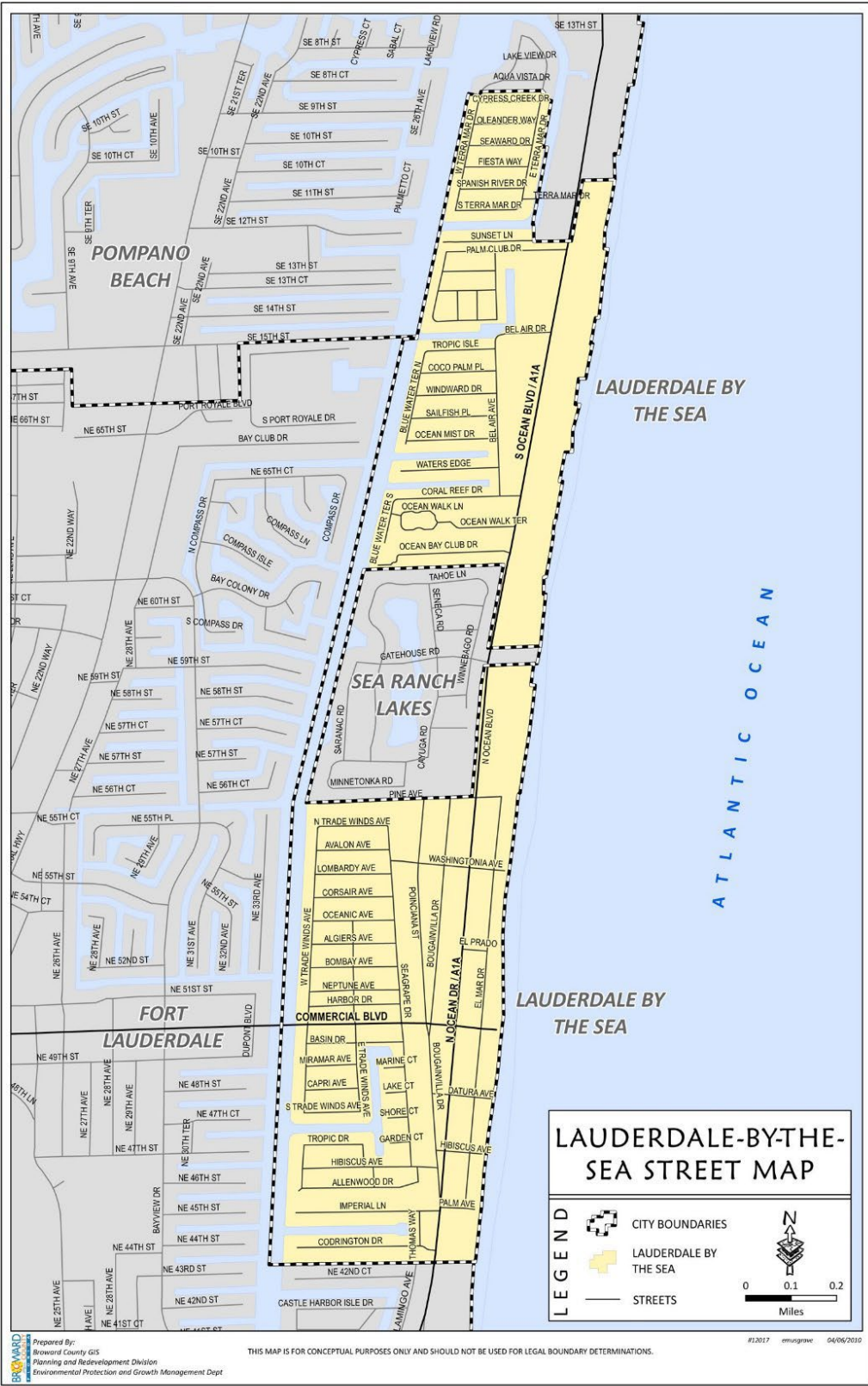
Dated: _____

Approved by:

SUSAN L. TREVARTHEN
TOWN ATTORNEY

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

Exhibit A: Town Service Area



Section

- 95.01 Enforcement authority
- 95.02 Adopted Fire Codes and standards
- 95.03 Electrical requirements
- 95.04 Bonfires on the street
- 95.05 Right-of-way of Fire Department
- 95.06 Persons in vicinity of fire
- 95.07 Burning rubbish; permit
- 95.08 Fire Department access
- 95.09 Water supply requirements
- 95.10 Fire protection systems
- 95.11 (Reserved)
- 95.12 (Reserved)
- 95.13 Hazardous substance; recovery of costs
- 95.14 Permits and fire service fees
- 95.15 Annual inspections
- 95.16 Appeals
- 95.99 Penalty

§ 95.01 ENFORCEMENT AUTHORITY.

(A) All regulations issued by the State Fire Marshal under authority of F.S. Chapter 633, shall be enforceable by the proper authorities of the city, and the city's Fire Marshal, or designee, appointed by the Fire Chief. The city's Fire Marshal is hereby authorized to perform within the city any duties that may be imposed upon by such law, or in accordance therewith, and to have such assistance, as needed, from other officials of the city in the discharge of such duties.

(B) The Fire Chief and the city's Fire Marshal are authorized to enforce this chapter and all rules prescribed by the State Fire Marshal within their respective jurisdictions.

(C) The Fire Chief or his designee may order the immediate evacuation of any occupied building or structure or assembly area when such building, structure or assembly area is deemed hazardous due to fire hazard, obstruction to exits, overcrowding of the premises, or any other hazard or potential which presents immediate danger to the occupants. The premises, or any portion thereof, may not be reoccupied until it has been examined and deemed free of the hazard or potential danger, which caused the evacuation to be ordered. Persons refusing to obey either a verbal or written order of any of the fire-rescue services department officials named above shall be subject to immediate arrest, and said refusal shall constitute a violation of this code.

(Ord. 2012-09, passed 11-8-11)

§ 95.02 ADOPTED FIRE CODES AND STANDARDS.

(A) The following codes and standards are hereby adopted by the city for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion:

(1) The Florida Fire Prevention Code, as revised from time to time.

(2) The Florida Building Code, in effect in Broward County, Florida, including all amendments, as revised from time to time.

(B) The inspection or permitting of any building or plan under the requirements of this code shall not be construed as a warranty of the physical condition of such building or the adequacy of such plan. The City of Pompano Beach or its employees shall not be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, or for any failure of any component of such building, which may occur subsequent to such inspection or permitting, pursuant to this code.

(Ord. 2012-09, passed 11-8-11)

§ 95.03 ELECTRICAL REQUIREMENTS.

General requirements for electrical meter rooms, electrical equipment rooms and electrical equipment enclosures:

- (1) Dwelling units without meter rooms or electrical equipment enclosures shall have outside disconnecting means.
- (2) Meter rooms and electrical equipment enclosures shall have all signage required by the authority having jurisdiction.

(Ord. 2012-09, passed 11-8-11)

§ 95.04 BONFIRES ON THE STREET.

No person shall be permitted to build any bonfire on any public street of the city without the permission of the City Manager.

(Ord. 2012-09, passed 11-8-11) Penalty, see § 95.99

§ 95.05 RIGHT-OF-WAY OF FIRE DEPARTMENT.

In the event of an alarm of fire being given, the apparatus of the Fire Department shall be given the right-of-way in and on the streets, lanes, alleys, squares, and railroad crossings in going to any fire, and it shall be unlawful for any person to obstruct or neglect to make way for any fire apparatus being thus in or on any streets, lanes, alleys, squares, or crossings.

(Ord. 2012-09, passed 11-8-11) Penalty, see § 95.99

§ 95.06 PERSONS IN VICINITY OF FIRE.

No person except firefighters, police, owners of property, their agents, and agents of insurance companies shall be allowed within the immediate vicinity of any fire that may occur within the limits of the Fire Department protection without being ordered there by the officer in command of the Fire Department.

(Ord. 2012-09, passed 11-8-11) Penalty, see § 95.99

§ 95.07 BURNING RUBBISH; PERMIT.

(A) It shall be unlawful for any person to burn any rubbish, refuse, waste, cut timber, cleared growth, and plants or vegetation of any kind whatsoever, except where a permit is issued by the Fire Chief. The application for a permit required by this subsection shall show the material to be burned and the manner in which it is to be burned, and shall conform to the requirements of the Fire Chief. The requirements shall be set out in the permit in the event it is subsequently issued. The city Fire Chief shall place reasonable restrictions and requirements as to how the burning is to be done, which shall be set forth in the permit at the time of issuance.

(B) It is the intent of subsection (A) above to control and regulate the burning of rubbish, waste, and cleared growth and vegetation when this concerns the clearing of land, and nothing herein contained shall be construed so as to restrict or prohibit the burning of small amounts of trash or rubbish when proper precautions and safeguards are employed.

(Ord. 2012-09, passed 11-8-11) Penalty, see § 95.99

§ 95.08 FIRE DEPARTMENT ACCESS.

All premises which the Fire Department may be called upon to protect in case of fire which are not readily accessible from public roads shall be provided with suitable gates, access roads, and fire lanes so that all buildings on the premises are accessible to fire apparatus.

(A) Fire lanes shall be provided for all buildings as per the Florida Fire Prevention Code (FFPC).

(B) It shall be unlawful for any person to park any motor vehicle, including automobiles, trucks, motorcycles, motorbikes, or any other vehicles, on, or to obstruct in any way, method, or manner by whatever means on private property which has been designated as a fire zone or fire lane or within 15 feet of a fire hydrant.

(C) The maintenance of all designated fire lanes and fire zones shall be the sole responsibility of the owner of the private property upon which they are located.

(D) All fire lanes signs installed pursuant to this section shall have red lettering, not less than two inches or more than three inches in height, on a white background. Each sign shall be 12 inches wide by 18 inches in height, and shall not be inconsistent with the Manual on Uniform Traffic Control Devices of the State Department of Transportation. The Fire Marshal shall prescribe a uniform sign design for such signs.

(E) Access gates provided with a key pad entry system shall be installed in an accessible location. A coded number will be assigned by the Fire Chief or his designee for department entry.

(F) All access gates shall be designed to unlock with a readily accessible manual releasing device.

(G) During a power failure, all access gates shall be designed to fail in the open position.

(H) A key box shall be installed at the gate in all gated communities. The key box shall be a type approved by the fire chief or his designee.

(I) All multi-building complex's when deemed necessary by the authority having jurisdiction shall provide a sign with the

complex's name, as well as, all of the addresses within the complex. This sign shall be placed in the location required by the authority having jurisdiction.

(J) All buildings located on the ocean shall provide a ten (10) inch numerical address in contrasting colors on the rear of the structure for boat traffic to located ocean rescue.

(Ord. 2012-09, passed 11-8-11) Penalty, see § 95.99

§ 95.09 WATER SUPPLY REQUIREMENTS.

Installation of fire hydrants within public or private rights-of-way within new developments shall be the responsibility of the developer as appurtenances to the on-site mains. Locations, spacing, and details of fire hydrants shall be as determined by the Fire Chief of the city, or his designee or designees, with consultation with the Utility Director and City Engineer, or their designees, and as listed herein.

(A) The fire hydrant 4 1/2 inch steamer cap shall face the nearest roadway and shall be between 24 inches and 30 inches above ground.

(B) No tree, bush, hedge, shrub, or equipment shall be planted within 15 feet of a hydrant or Fire Department appliance and all grass and weeds shall be kept trimmed such that the hydrant shall be fully visible from the street.

(C) In every case, at least two hydrants shall be within 400 feet of the entrance of any future building. The Fire Chief or the Fire Marshall, shall have the right to temporarily waive any division of this section as it relates to the hydrant spacing contingent upon future development.

(D) Hydrant testing and maintenance shall be in compliance with the most currently adopted version of NFPA 25. A hard copy of all inspection, maintenance and test records shall be provided to the authority having jurisdiction immediately upon completion.

(E) All hydrants shall be painted:

(1) Private fire hydrants shall be painted silver.

(2) Public hydrants shall be painted red, or as otherwise required by city ordinance if modified.

(F) Prior to occupancy of any structure, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire District standards. If the final asphalt cap is not in place at the time final occupancy is desired, the hydrant markers shall still be installed and replaced when the final asphalt cap is completed.

(G) Prior to occupancy of any structure, red reflective Fire Department connection location markers shall be placed on the access roads in accordance with Fire District standards. If the final asphalt cap is not in place at the time final occupancy is desired, the hydrant markers shall still be installed and replaced when the final asphalt cap is completed.

(Ord. 2012-09, passed 11-8-11) Penalty, see § 95.99

§ 95.10 FIRE PROTECTION SYSTEMS.

Installation of fire protection systems within public or private buildings within new structures shall be the responsibility of the developer. All details regarding fire protection systems shall be as determined by the Fire Chief, or his designee or designees.

(A) Fire pumps shall serve only the building or structure for which it was installed and shall not be shared with other buildings or structures, except that a single fire pump may be shared between a building and up to two parking structures if all of the following are provided:

(1) All buildings and structures are under the same ownership.

(2) A "Unity of Title" for the buildings and structures is provided before the installation permit is issued and filed in the public record.

(3) The fire mains serving each building/structure are installed underground in accordance with NFPA 24.

(B) All newly constructed buildings deemed inaccessible by the Fire Chief or his designee shall have an approved standpipe system installed in accordance with NFPA 14.

(Ord. 2012-09, passed 11-8-11) Penalty, see § 95.99

§ 95.11 (RESERVED).

§ 95.12 (RESERVED).

§ 95.13 HAZARDOUS SUBSTANCE; RECOVERY OF COSTS.

(A) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COSTS. Necessary and reasonable costs incurred by the city in connection with responding to, investigating, mitigating,

abating, cleaning and removing the release of hazardous substances. Such costs shall not include costs incurred for actual fire suppression services which are normally or usually provided by the city. Such costs include, but are not limited to:

- (1) Disposable materials and supplies acquired, consumed and expended as a result of the release.
- (2) Overtime costs for compensation of city employees for the time devoted specifically to the release.
- (3) Rental or leasing of equipment used specifically for the release.
- (4) Replacement costs for equipment that is contaminated beyond reuse or repair as a result of the release.
- (5) Decontamination of equipment contaminated during the release.
- (6) Special technical services specifically required as a result of the release.
- (7) Other special services specifically required as a result of the response, e.g., utilities.
- (8) Laboratory costs for purposes of analyzing samples taken during the release.
- (9) Costs associated with the services, supplies and equipment procured for a specific evaluation.
- (10) An hourly labor charge for each employee responding and an hourly operations and maintenance charge for each vehicle responding. There shall be a minimum three (3) hour charge for each response. The city department incurring any of the above-described costs shall keep a detailed record thereof.

HAZARDOUS SUBSTANCE. Any substances or materials defined or listed as a hazardous substance, pollutant or a contaminant in any applicable federal or state law or regulation or any substances or materials in a quantity or form which, in the determination of the respective Fire Chief or his/her authorized designee, poses an imminent risk to the life, health, safety, or welfare of persons or property within the City of Pompano Beach.

PERSON. One or more individuals, partnerships, corporations, joint ventures, associations, or any other entity or any combination thereof.

RELEASE. Any intentional or unintentional action or omission resulting in the discharging, spilling, pumping, pouring, emitting, emptying or dumping of a hazardous substance upon public or private property located within the corporate limits of the city and which, in the sole determination of the Fire Chief or his authorized designee, poses an unreasonable and imminent risk to the life, health, safety or welfare of persons or property within the city. **RELEASE** also means substantial threat of release.

(B) Any person or persons responsible for causing or allowing a release of a hazardous substance in the city shall reimburse the city for all costs incurred by the city in connection with such release, within 60 days after receipt of an itemized bill for such costs from the city. There shall be assessed a late payment fee of the greater of \$50 per day or 1% of the total amount of such bill per day for each additional day that the bill for such costs remains unpaid.

(Ord. 2012-09, passed 11-8-11)

§ 95.14 PERMITS AND FIRE SERVICE FEES.

(A) The Fire Marshal or the Fire Chief as per NFPA 1 the Florida Fire Prevention Code shall be authorized to establish and issue permits, certificates, and approvals pertaining to conditions, operations, or materials hazardous to life or property. Applications for permits shall be made to the authority having jurisdiction or Fire Chief on forms provided by the jurisdiction and shall include the applicant's answers in full to inquiries set forth on such forms. Applications for permits shall be accompanied by such data as required by the authority having jurisdiction and fees as required by the jurisdiction.

Fee Schedule: All capacities - \$10.00 per each percent of capacity. Minimum Fee \$75.00, Maximum Fee \$500.00.

(B) New construction, additions for interior and exterior alterations on buildings with or without a fire alarm or fire sprinkler system. The Fire Department shall review all new construction, additions and interior and exterior alteration plans for compliance with all applicable codes. A minimum fee in the amount of \$100.00 or 0.5% of the total construction value, whichever is greater, shall be levied for all such permits for the area involved. The fee shall encompass fire plan review and fire inspection services required before issuance of final approvals.

(C) Fire alarm, sprinkler and standpipe systems. The Fire Department shall review all plans for fire alarm systems, fire sprinkler systems and standpipe systems for compliance with all applicable codes. A minimum fee in the amount of \$100.00 or 0.5% of the total construction value, whichever is greater, shall be levied for all such permits for the area involved. This fee shall encompass fire plan review and fire inspection services required before issuance of a final approval.

(D) Revision and addendum plans. The Fire Department shall review all revision and addendum plans pertaining to permits already approved by the Fire Department for compliance with all applicable codes. A fee of \$75.00 per hour of review time or portion thereof shall be levied for all such reviews caused in whole or in part by revisions made by the owner. No additional fee shall be imposed for subsequent review of revision and/or addendum plans caused solely as a result of changes made by the Fire Marshal, the Chief of the Fire Prevention Bureau or their designees.

(E) Fireworks display permits. The Fire Department shall review all fireworks display permits for compliance with all applicable codes. A fee of \$150 shall be paid at the time the application is submitted. All inspections and personnel required for fire watch as deemed necessary by the Fire Marshal or the Fire Chief shall be an additional fee paid within 30 days upon

completion of the event.

(F) Fire hydrant flow tests. The Fire Department shall witness all hydrant flow tests as required for fire protection systems. A fee of \$150.00 per test shall be levied. All fire flow tests shall be in accordance with NFPA 291 and Broward County Amendments F-22.

(G) Miscellaneous permits. The Fire Department shall, as required by the Florida Fire Prevention Code and as deemed necessary by the Fire Marshal or the Chief of the Fire Prevention Bureau, issue permits for special uses or conditions. A fee in the amount of \$100.00 per permit shall be levied. The fee shall encompass all applicable code research, plan review and inspections as required to achieve compliance with all applicable codes. Such permits shall be non-transferable and shall be good for one calendar year from the date of issuance.

(H) All inspections and/or services under this section requested to be performed at a time which commences during normal city business hours but extends after normal city business hours shall be assessed as an hourly fee, in addition to the fee prescribed in this section, at the rate of time and one-half the hourly rate of the employee, per hour per employee for the time required after normal city business hours. For inspections and/or services that are requested to commence at hours that are before or after normal city business hours, a minimum fee, in addition to the fee prescribed by this section, shall be imposed equal to three hours at the hourly rate of time and one-half the hourly rate of the employee, per hour per employee and should more than three hours be required to perform the service, the additional fee will be assessed at the rate of time and one-half of the employee per hour per employee for inspection and/or service required to be performed before or after normal city business hours.

(I) Fire Department survey. There shall be a seventy-five dollar (\$75.00) charge for any survey conducted by Pompano Beach Fire Rescue to establish adequacy of water supply, distance to the closest fire station, and/or any other pertinent insurance information.

(J) Fees for a temporary use certificate or partial certificate of occupancy are as follows:

(1) Each unit \$550.00;

(2) Any renewal or extension of a temporary use certificate or partial certificate of occupancy shall be \$550.00.

(K) A technology fee of 2% of the total permit cost shall be added to each approved permit within \$5.14. The technology fee establishes a fund to acquire new technology (software and hardware) to improve efficiency of service provided within the division.

(Ord. 2012-09, passed 11-8-11; Am. Ord. 2022-23, passed 1-25-22)

§ 95.15 ANNUAL INSPECTIONS.

(A) Annual inspections shall be conducted on all businesses or commercial enterprises operating within the city and each business or commercial enterprise shall receive an individual inspection notwithstanding that more than one business or commercial enterprise may be located within a single structure. The owner and/or business shall be responsible for payment of the inspection fees provided however that the property owner as set forth on the latest tax assessment roll provided to the city by the property appraiser's office shall be ultimately responsible for the payment of the fees set forth herein.

(B) Fees for commercial and industrial properties:

(1)	Minimum fee (up to 10,000 square feet)	\$100.00
	Additional charge per 1,000 square feet in a non-sprinklered building	\$10.00
	Additional charge per 1,000 square feet in a sprinklered building	\$7.50
(2)	Additional fee for administering fire safety inspections and tests of the following systems:	
	(a) Standpipe system	\$75.00
	(b) Sprinkler system	\$75.00
	(c) Fire alarm system	\$75.00
	(d) Smoke evacuation system	\$75.00
(3)	Reinspection fee.	
	(a) First reinspection	No charge
	(b) Second reinspection	75% of original
	(c) Third reinspection	150% of original
	(d) Fourth reinspection	Issue NTA

(C) Fees for residential properties (hotels, motels, apartments, condos, time share, and the like).

(1)	Minimum fee for properties under 15 units)	\$120.00
	Buildings over 15 units without fire sprinkler systems per unit	\$8.00

	Buildings over 15 units with fire sprinkler system per unit	\$5.50
(2)	Additional fees for administering fire safety inspections and test of the following systems:	
	(a) Standpipe system	\$75.00
	(b) Sprinkler system	\$75.00
	(c) Fire alarm system	\$75.00
	(d) Smoke evacuation system	\$75.00
(3)	Reinspection fees.	
	(a) First reinspection	No charge
	(b) Second reinspection	75% of original
	(c) Third reinspection	150% of original
	(d) Fourth reinspection	Issue NTA

(Am. Ord. 2022-23, passed 1-25-22)

§ 95.16 APPEALS.

Whenever the Fire Marshal shall disapprove an application or refuse to grant a license or permit applied for, or when it is claimed that the provisions of the Florida Prevention Fire Code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Marshal to the Broward County Board of Rules and Appeals, as provided by the Florida Prevention Fire Code.

(Ord. 2012-09, passed 11-8-11)

§ 95.99 PENALTY.

(A) It shall be unlawful for any person to violate any of the provisions of the Florida Fire Prevention Code adopted in § 95.02 or fail to comply with any order made thereunder, or build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or fail to comply with such an order as affirmed or modified by the Broward County Board of Rules and Appeals, or by a court of competent jurisdiction, within the time fixed herein, and where no specific penalty is otherwise provided, no penalty shall be imposed that is greater than the penalty imposed by state statutes regulating similar conduct. Each day any violation of any provision of this chapter shall continue shall constitute a separate offense. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy the violations or defects within a reasonable time. When not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

(B) It shall be unlawful for any person to violate any provision of this chapter or of the fire codes adopted herein, and violators may be subject to prosecution in the Broward County Court, or owners of property where violations of this chapter exists, may otherwise be prosecuted before the Special Magistrate for Code Enforcement pursuant to the provisions found in Chapter 37 of this code and F.S. Chapter 152. Prosecution under any of the procedures above shall not preclude the city from seeking additional relief in a court of competent jurisdiction, to remedy matters involving life safety.

(C) The provisions above penalty shall not be held to prevent the removal of hazardous or prohibited conditions by the city through its authorized fire personnel, when immediately required to protect the health and safety of the public.

(Ord. 2012-09, passed 11-8-11)

Exhibit C: Other Events

This exhibit pertains to any events not outlined in 8.6 “Special Events” and is referenced in 8.6.1. “Other Events”

- The minimum charge for each Firefighter on any Special Detail will be for three (3) hours of service at the detail rate of \$43.00 per hour. Each rank will be compensated with an additional 10% per rank as defined in the Contract Bargaining Agreement (CBA).

- Driver 10% (\$47.30)
- EMS Lieutenant 20% (\$51.60)
- Captain 30% (\$55.90)
- Battalion Chief 40% (\$60.20)

- Staffing ratio’s will be determined by Pompano Beach Fire Rescue.

- Any compensation over and above the established quoted written rate is prohibited. Specialized or motorized detail units or equipment will incur additional charges:

- Marked vehicle-will incur a \$15.00 fee per hour for each detail service where Fire Department Apparatus is utilized to fulfill the request of the permittee.
- Boat/Jet Ski--\$10.00 per hour for fuel;

PBFR makes no guarantees that specialized or motorized detail equipment will be available. Although every effort will be made to fill your detail, there is no guarantee it will be filled. Please call prior to the detail date to confirm coverage.

- A premium rate of \$10.00 per hour per firefighter and/or officer will be applied to the usual detail rate for Special Details on the following holidays: Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day; Thanksgiving Day; Day after Thanksgiving Day, Christmas Eve; Christmas Day; New Year’s Eve; New Year’s Day.

- All payments are due upon receipt. A fee per Florida State Statute will be charged for any checks returned insufficient funds. Payment types and frequency are dependent on the category of the permit which are as follows:

- a. Permanent Details (under \$2,000.00 monthly) – Billed monthly, to pay monthly.
- b. Permanent Details (over \$2,000.00 monthly) – Billed Bi-weekly, to pay bi-monthly. *Bi-Monthly is defined as the 1st and 15th of each month.
- c. Point of Service/One Time Details - Payment in advance or given to the Fire Prevention Officer on the day of service, before the service commences.
- d. Entertainment Details – Payment is required prior to the event.
- e. Weekend Call Out Details – In Emergency situations payment may be made at the time of service, at the discretion of PBFR staff.
- f. Checks shall be made to:

Pompano Beach Fire Rescue
Attention: Fire Prevention

120 SW 3 Street Pompano Beach, FL 33060

- Permittee will be responsible for the payment of all fees associated with Permittee's detail request. It will be the permittee's responsibility to ensure that the billed amount on the provided invoice is correct.

Exhibit D				
Payment Increases During Term				
Year		% Increase	Increase	Amount
Initial Term				
1	September 1, 2023 to March 31, 2024	0.00%	\$1,400,000.00	\$1,400,000.00
2	April 1, 2024	5.00%	\$70,000.00	\$1,470,000.00
3	April 1, 2025	5.00%	\$73,500.00	\$1,543,500.00
4	April 1, 2026	5.00%	\$77,175.00	\$1,620,675.00
5	April 1, 2027	5.00%	\$81,034.00	\$1,701,709.00
First Renewal Term				
6	April 1, 2028	5.00%	\$85,086.00	\$1,786,795.00
7	April 1, 2029	5.00%	\$89,340.00	\$1,876,135.00
8	April 1, 2030	5.00%	\$93,807.00	\$1,969,942.00
9	April 1, 2031	5.00%	\$98,498.00	\$2,068,440.00
10	April 1, 2032 to March 31, 2033	5.00%	\$103,422.00	\$2,171,862.00
Second Renewal Term				
11	April 1, 2033	5.00%	\$108,594.00	\$2,280,456.00
12	April 1, 2034	5.00%	\$114,023.00	\$2,394,479.00
13	April 1, 2035	5.00%	\$119,724.00	\$2,514,203.00
14	April 1, 2036	5.00%	\$125,711.00	\$2,639,914.00
15	April 1, 2037 to March 31, 2038	5.00%	\$131,996.00	\$2,771,910.00