

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

**ARTICLE 1**  
**BACKGROUND; PURPOSE AND INTENT**

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

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

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

**ARTICLE 2**  
**GENERAL TERMS AND CONDITIONS**

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

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

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

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

**ARTICLE 3**  
**EMERGENCY MEDICAL SERVICES**

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

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

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

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

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

**ARTICLE 4**  
**MEDICAL DIRECTOR**

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

**ARTICLE 5**  
**FIRE SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 6**  
**FIRE PREVENTION BUREAU AND FIRE OPERATIONS STAFFING**

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

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

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

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

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

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

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

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

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

## **ARTICLE 7** **PERFORMANCE**

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

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

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

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

*7.2 Fire-Rescue and Emergency Medical Services Response.*

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

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

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

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

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

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



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

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

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

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

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

## **ARTICLE 8** **ADDITIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 9** **REPORTING**

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

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

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

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

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

## **ARTICLE 10** **CONSIDERATION**

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

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

10.3 *Fees and Revenue.*

### 10.3.1 *POMPANO BEACH*

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

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

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

### 10.3.2 LAUDERDALE-BY-THE-SEA

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

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

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

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

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

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

**ARTICLE 11**  
**TERM OF AGREEMENT**

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

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

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

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

<b>Term</b>	<b>Commencement Date</b>	<b>Expiration Date</b>
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](mailto: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](mailto: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](mailto: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](mailto:mark.berman@copbfl.com)

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

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

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

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

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

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

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

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

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

16.17 *List of Exhibits.*

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

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

## **ARTICLE 17** **PUBLIC RECORDS**

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

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

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

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

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

TOWN CLERK

Katrina Adler

4501 N. Ocean Drive

Lauderdale-By-The-Sea, FL 33308

E-mail: [TownClerk@Lauderdalebythesea-FL.org](mailto:TownClerk@Lauderdalebythesea-FL.org)

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK (SEAL)

Dated: \_\_\_\_\_

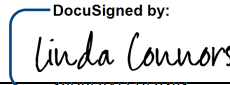
APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

/TAL  
2023-798 FINAL


**TOWN OF LAUDERDALE-BY-THE-SEA**

By:   
CHRIS VINCENT, MAYOR

By:   
LINDA CONNORS, TOWN MANAGER


Attest:

(SEAL)

  
KATRINA ADLER, TOWN CLERK

Dated: 6/22/2023 | 6:04 AM PDT

Approved by:

  
SUSAN L. TREVARTHEN  
TOWN ATTORNEY

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