



City of Lighthouse Point, Florida

www.lighthousepoint.com

2200 N.E. 38th Street • Lighthouse Point, FL 33064 • Phone 954-943-6500 • Fax 954-784-3446

November 12, 2020

Mr. Greg Harrison
Office of the City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

CITY OF POMPAÑO BEACH
OFFICE OF CITY MANAGER
20 NOV 12 PM 3:05

Reference: Agreement for Fire Code Official/Fire Marshal Services

Dear Mr. Harrison:

Enclosed you will find two (2) executed copies of the above-referenced Agreement, and a copy of Resolution No. 2020-2352 which was passed by the City Commission on November 10, 2020 approving an Agreement between the City of Pompano Beach and the City of Lighthouse Point for Fire Code Official/Fire Marshal Services.

Upon execution of the Agreement by officials for the City of Pompano Beach, please return one fully-executed copy for our records.

Thanking you in advance for your attention to this matter.

Sincerely,

CITY OF LIGHTHOUSE POINT, FLORIDA


Jennifer M. Oh
City Clerk

Enclosures

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2020 – 2352

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF LIGHTHOUSE POINT AND THE CITY OF POMPANO BEACH FOR FIRE CODE OFFICIAL/FIRE MARSHAL, FIRE PLANS REVIEW, AND OTHER RELATED DUTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach agrees that the City of Lighthouse Point may use their services for the performance of Fire Marshal/Fire Code Official, Fire Plans Review, and other related duties; and,

WHEREAS, a copy of said Agreement is attached to this Resolution and the City approves of the terms and provisions thereof.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Lighthouse Point, Florida, hereby approves of the terms and provisions of the Agreement between the City of Lighthouse Point and the City of Pompano Beach.

Section 3. The appropriate City officials are authorized and directed to execute said Agreement on behalf of the City of Lighthouse Point.

Section 4. The City Administrator is authorized to approve amendments to the Agreement.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED this 10th day of November, 2020.

BY:



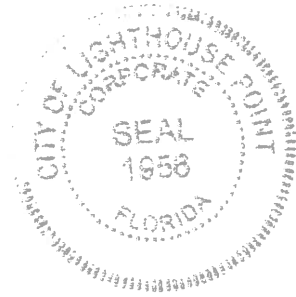
Michael S. Long, Commission President

CITY OF LIGHTHOUSE POINT
FLORIDA

RESOLUTION NO. 2020 – 2352

ATTESTED

BY: Jennifer M. Oh
Jennifer M. Oh, City Clerk



APPROVED

BY: [Signature]
Office of the City Attorney

	Yes	No	Absent
Commission President Michael S. Long	<u>X</u>	_____	_____
Commission Vice President Kyle Van Buskirk	<u>X</u>	_____	_____
Commissioner Jason D. Joffe	<u>X</u>	_____	_____
Commissioner Sandy Johnson	<u>X</u>	_____	_____
Commissioner Earl Maucker	<u>X</u>	_____	_____

AGREEMENT
Between
CITY OF LIGHTHOUSE POINT
and
CITY OF POMPANO BEACH
for
FIRE CODE OFFICIAL/FIRE MARSHAL, FIRE PLANS
REVIEW, AND OTHER RELATED DUTIES

THIS AGREEMENT is made this ____ day of _____, 2020, by and between CITY OF LIGHTHOUSE POINT, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as ("LIGHTHOUSE"), and CITY OF POMPANO BEACH, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as ("POMPANO");

WITNESSETH:

WHEREAS, POMPANO maintains a Fire Prevention Bureau that is administered by its Fire Marshal/Fire Code Official in accordance with the Florida Fire Prevention Code Broward County Amendments; and

WHEREAS, LIGHTHOUSE is desirous of procuring the services of POMPANO for the performance of Fire Marshal/Fire Code Official, Fire Plans Review, and other related duties; and

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

WHEREAS, effective upon execution of this Agreement by both parties, LIGHTHOUSE appoints POMPANO'S Fire Marshal/Fire Code Official as LIGHTHOUSE'S Fire Marshal/Fire Code Official pursuant to the requirements of Sections F-103.1 and F-103.2 of the Florida Fire Prevention Code Broward County Amendments; and

WHEREAS, upon execution of the Agreement by both parties, LIGHTHOUSE will notify the Broward County Board of Rules and Appeals ("BORA") of the transfer of duties to POMPANO; and

WHEREAS, both parties are authorized by virtue of 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 166.02 1 to enter into this Agreement;

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

1. SCOPE OF SERVICES:

LIGHTHOUSE does hereby transfer authority to POMPANO, and POMPANO shall perform:

- 1.1 The duties of Fire Marshal/Fire Code Official and Fire Plans Review for LIGHTHOUSE;

- 1.2 Fire Inspection for new construction as determined by the POMPANO Fire Marshal/Fire Code Official; and,
- 1.3 Appearances on behalf of LIGHTHOUSE before LIGHTHOUSE'S Code Enforcement Board/Special Magistrate, as well as BORA, for fire related matters as needed.

POMPANO shall perform the above-described function(s) through its Fire Prevention Bureau. POMPANO shall provide the Fire Plans Review required under the Florida Building Code.

This Agreement includes only the services specified above. Should LIGHTHOUSE require additional category services not covered by this Agreement, POMPANO must be notified at least thirty (30) days in advance of the time such services are needed so that this Agreement may be amended to reflect a change in this Scope of Services.

2. COMPENSATION

a. Fire Marshal/Fire Code Official

LIGHTHOUSE agrees to pay POMPANO the total sum of \$ 2,000.00 per month for Fire Marshal/Fire Code Official services. Said sum shall be paid by LIGHTHOUSE to POMPANO on a monthly basis. Any fractional portion of a month shall be prorated.

b. Fire Plans Review

Pompano Beach Fire Rescue will provide plan review services for all commercial and multifamily occupancies. Fee structure would be in accordance with Chapter 95 of the City of Pompano Beach Code of Ordinances. Any revenues generated from plan review would be retained by Pompano Beach Fire Rescue.

c. Fire Inspection for New Construction

Pompano Beach Fire Rescue will provide construction inspections services for all commercial and multifamily occupancies. Fee structure would be in accordance with Chapter 95 of the City of Pompano Beach Code of Ordinances. Any revenues generated from inspections and/or plans review would be retained by Pompano Beach Fire Rescue.

d. Code Enforcement Board/Special Magistrate/BORA Appearance

Pompano Beach Fire Rescue will provide fire code enforcement services for all commercial and multifamily occupancies. The Fire Prevention Bureau would also conduct any fire investigations as to cause and origin of fires, with the assistance of the State Fire Marshal when necessary occurring in Lighthouse Point. Fee structure would be in accordance with Chapter 95 of the City of Pompano Beach Code of Ordinances. Any revenues generated from would be retained by Pompano Beach Fire Rescue.

3. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. LIGHTHOUSE and POMPANO are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

4. POMPANO may not assign, transfer, convey or otherwise dispose of this Agreement to any other person or corporation without the previous written consent of LIGHTHOUSE.

5. The initial term of the Agreement is for one (1) year upon execution of both parties. The Agreement may be extended annually upon mutual agreement of the LIGHTHOUSE City Administrator and POMPANO City Manager, which may include an increase in fees.

6. This Agreement may be terminated without cause by either LIGHTHOUSE or POMPANO upon (30) days written notice to the other party of such termination.

7. Any notice required under the terms of this Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given. The parties agree that notice via email is sufficient.

Addresses of the parties are as follows:

FOR CITY OF LIGHTHOUSE POINT:

John D. Lavisky, City Administrator
City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, Florida 33064
Telephone: (954) 784-3434
Email: jlavisky@lighthousepoint.com

Copy To: Michael D. Cirullo, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
Email: MCirullo@gorencherof.com

FOR CITY OF POMPANO BEACH:

Greg Harrison, City Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Telephone: (954) 786-4601
Email: greg.harrison@copbfl.com

Copy to: Mark E. Berman, City Attorney
PO Box 2083
Pompano Beach, FL 33061
Telephone: (954) 786-5533
Email: mark.berman@copbfl.com

8. LIGHTHOUSE, to the extent permitted by Florida law, shall indemnify, defend, and hold harmless POMPANO, its officials, employees and agents from any and all costs, directly related to the POMPANO's provision of Fire-related services under this Agreement. Said indemnification shall not constitute a waiver of the limits under s. 768.28, F.S., nor serve as authorization by any party to be sued. Both parties agree that services provided by POMPANO and its employees or officials under this Agreement constitutes adequate consideration of such indemnification and that without same, POMPANO would not otherwise agree to perform such services.

9. This Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for the convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

10. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

11. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with the law.

12. Any claim, objection or dispute arising out of this 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 MOU.**

13. 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 Agreement has been their joint effort.

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

Witnesses:

CITY OF POMPANO BEACH

By: _____

REX HARDIN, MAYOR

By: _____

GREG HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

Witnesses:

Comp

Kir C. Pitt

Attest:

Jennifer M. Oh
JENNIFER M. OH, CITY CLERK

Approved by:

[Signature]
CITY ATTORNEY

CITY OF LIGHTHOUSE POINT

By: [Signature]
GLENN TROAST, MAYOR

By: [Signature]
JOHN D. LAVISKY, CITY ADMINISTRATOR



(SEAL)