

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1549, RELATING TO THE COLLECTIVE BARGAINING AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Memorandum of Agreement between the City of Pompano Beach and the International Association of Firefighters, Local 1539, relating to the Collective Bargaining Agreement, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

**LAMAR FISHER, MAYOR**

**ATTEST:**

---

**ASCELETA HAMMOND, CITY CLERK**

**MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the City of Pompano Beach and the International Association of Firefighters, Local 1549, (hereinafter the “Parties”) are working under an existing collective bargaining agreement which covers the period from October 1, 2016 through September 30, 2019; and

**WHEREAS**, the Parties have reached an agreement as to the amendment of Chapter 34, “City Policy,” the City of Pompano Beach Code of Ordinances; and

**WHEREAS**, the purpose of the Memorandum of Agreement is to memorialize acceptance of the proposed additional terms within Chapter 34 of the Code as it relates to the Deferred Retirement Option Plan (DROP) loan program.

**WHEREFORE**, the Parties agree as follows:

1. The following underlined language shall be added to the existing language contained within Chapter 34, section 34.0603 to read as follows;

**§ 34.0603 DEFERRED RETIREMENT OPTION PLAN (DROP).**

...

(G) DROP account earnings.

...

(4) ~~Police Officer m~~Members of the DROP who have elected to participate in the DROP loan program, as detailed herein, shall not receive any earnings on outstanding loan balances until such time as a repayment is made. Repayments are qualified as principal and interest with the latter being reflected on member DROP account as “earnings.”

(H) Expenses. To compensate the system for the expenses of administering, investing and operating the DROP, each member’s account shall be charged an annual administrative fee which shall be reviewed and subject to increase or decrease annually. The initial expense charge of three-quarters of one percent of the account balance (0.75%) shall be deducted from the member’s account after each fiscal year quarter at the rate of 0.1875% of the account’s average balance during the quarter. Provided, however, if a member elects to

participate as set forth in subsection (G)(3 2) above, the member's account may be charged an administrative cost to be determined from time to time by the Board of Trustees.

...

(M) DROP Loan Program

...

(2) In making its determination with respect to eligibility for, terms and conditions of, and interest rates on any loan, the Board of Trustees shall act in a uniform and nondiscriminatory manner. The outstanding principal of any loan to a member shall not exceed 50% of the member's vested amount in the DROP account; provided, that the maximum loan amount not shall exceed \$50,000. The promissory note shall bear interest at the annual interest rate quoted as the "prime rate" in the *Wall Street Journal* on the day ~~which~~ that the member files all necessary forms in his or her DROP loan with the Board of Trustees. The interest rate quoted in the promissory note shall be valid for 60 calendar days from the initial date of the member's application. Upon expiration of such rate, member shall be required to file a new application with the Board and a new promissory note executed with the then applicable "prime rate," as described herein, prior to any approval by the Board or distribution of funds.

...

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_  
Signature

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

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**POMPAÑO BEACH PROFESSIONAL FIRE FIGHTERS, INC.:**

Witnesses:

**IAFF, LOCAL 1549**

Signature

By:

\_\_\_\_\_  
THEODORE MARTIN

Signature

Title:

President Local 1549

Date:

Nov. 15, 2017

STATE OF FLORIDA  
COUNTY OF BROWARD

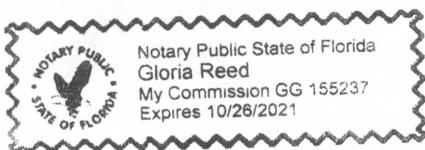
The foregoing instrument was acknowledged before me this 15 day of November, 2017 by **THEODORE MARTIN** as President of IAFF, Local 1549, on behalf of the Pompano Beach Professional Fire Fighters, Inc., who is personally known to me, or has produced \_\_\_\_\_, as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



TAL:jrm  
L: Agr/Fire/2018-64