

Meeting Date: September 8, 2015

Agenda Item 12

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE      A resolution approving & authorizing the proper City officials to execute a first amendment to the Interlocal Automatic Aid Agreement between the City of Pompano Beach and the City of Lighthouse Point to expand the response area for automatic fire aid.

OR MOTION:      (No fiscal impact)

**Summary of Purpose and Why:**

This is the first amendment to the agreement between Lighthouse Point and Pompano Beach to share certain fire rescue resources under specific circumstances. Lighthouse Point Fire Rescue will provide their aerial ladder unit to automatically respond to any commercial or high rise fires in Pompano Beach, to now include all areas within the City of Pompano Beach boundary. Pompano Beach Fire Rescue will continue to respond automatically to any structure fires occurring in the City of Lighthouse Point. The actual number of requests is expected to be minimal, but the rapid response of both city resources could be extraordinarily helpful in critical fire situations.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: John Jurgle, Fire Chief      954 786-4510
- (3) Expiration of contract, if applicable: 10/25/2015 with a one year auto-renewal
- (4) Fiscal impact and source of funding: No monetary exchange

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Fire Administration	<u>08/12/2015</u>	<u>Approved</u>	<u>[Signature]</u>
City Attorney	<u>8/21/15</u>	<u>[Signature]</u>	<u>Memo #2015-1352</u>
Risk Manager	<u>8/21/15</u>	<u>[Signature] Approved</u>	<u>[Signature]</u>

Advisory Board  
 Planning and Growth Management Director  
 Public Works Administrator  
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			





**Pompano Beach  
Fire Rescue**

**FIRE ADMINISTRATION  
MEMO # 15-A110**

**To:** Dennis Beach, City Manager  
**From:** Michael Hohl, Assistant Fire Chief (Acting Chief) *MQH*  
**Date:** 08/21/15  
**Re:** **Commission Agenda Item- First Amendment to Lighthouse Point  
Fire Rescue Pompano Beach Fire Rescue Automatic Aid  
Agreement**

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Please find attached an agenda item requesting Commission approval of the First Amendment to the Automatic Aid Agreement with the City of Lighthouse Point and their fire department. "Automatic Aid" is currently described as units from different jurisdictions being dispatched to an emergency call simultaneously over the same radio and computer aided dispatch (CAD) system. This agreement allows both cities to more quickly share certain fire rescue resources under a set of limited circumstances.

The current agreement provides that Lighthouse Point Fire Rescue will automatically respond their aerial ladder truck to any commercial or high rise fire occurring anywhere in the boundary north of Atlantic Boulevard in Pompano Beach. In return, Pompano Beach Fire Rescue agrees to provide firefighting resources to any structure fire within the City of Lighthouse Point. The first amendment will extend the coverage of the Lighthouse Point Fire Rescue aerial ladder truck to include all of the area within the boundary of the City of Pompano Beach.

There is no monetary cost involved in this automatic aid agreement. If either city's units are engaged in emergency activity and unavailable, the request is simply forwarded on to the mutual aid network for another agency's assistance. Based on historical data of both cities, it is anticipated that Lighthouse Point Fire Rescue will dispatch its aerial ladder to Pompano Beach, on average, approximately 7-8 times per month. Likewise, Pompano Beach can expect to respond to Lighthouse Point 4-6 times monthly. These are relatively high estimates since there have been several months where neither agency has needed assistance. This first amendment to the agreement is not expected to have a negative impact on the provision of emergency services for either community. However, by bringing both cities' resources to bear under certain critical fire conditions, life safety and property conservation are expected to benefit significantly. In addition, the extension of automatic aid aerial coverage will positively impact the ISO rating for the City of Pompano Beach.

This first amendment to the agreement has been carefully reviewed by legal staff in both cities and can be terminated with a 90 day notice. Following approval by the City of Pompano Beach, this first amendment will be sent to the City Commission of Lighthouse Point for final approval. Fire Administration staff recommends Commission approval.



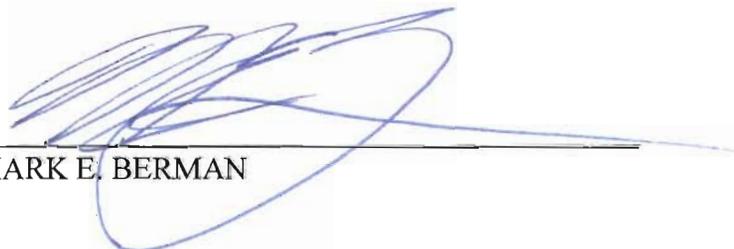
**City Attorney's Communication #2015-1352**  
July 27, 2015

**TO:** Michael Hohl, Assistant Chief  
**FROM:** Mark E. Berman, Assistant City Attorney  
**RE:** Resolution – Amendment to Automatic Aid Agreement

As requested in your e-mail of July 24, 2015, I have prepared and attached the following captioned Resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT TO EXPAND THE RESPONSE AREA FOR AUTOMATIC FIRE AID; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.



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MARK E. BERMAN

/jrm  
L:cor/fire/adm/2015-1352

Attachment

**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 FIRST AMENDMENT TO THE INTERLOCAL AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT TO EXPAND THE RESPONSE AREA FOR AUTOMATIC FIRE AID; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a First Amendment to the Interlocal Automatic Aid Agreement between the City of Pompano Beach and the City of Lighthouse Point to expand the response area for automatic fire aid, a copy of which Amendment 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 Amendment between the City of Pompano Beach and the City of Lighthouse Point.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

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

**FIRST AMENDMENT**

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**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, (hereinafter referred to as "POMPANO BEACH,")

and

**CITY OF LIGHTHOUSE POINT**, a municipal corporation of the State of Florida, whose address is 2200 NE 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, (hereinafter referred to as "LIGHTHOUSE POINT.")

**WHEREAS**, the parties entered into an Interlocal Automatic Aid Agreement to provide for the delivery of emergency fire protection services on October 26, 2011, ("Original Agreement") and approved by Resolution No. 2012-21; and

**WHEREAS**, the POMPANO BEACH and LIGHTHOUSE POINT have agreed to amend the Original Agreement to substitute Exhibit B to the Original Agreement.

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth POMPANO BEACH and LIGHTHOUSE POINT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement executed on October 26, 2011, shall remain in full force and effect except as specifically amended hereinbelow.
3. The attached Exhibit B is hereby substituted for, and in all references replaces, that Exhibit B which was attached to, referenced and made a part of the Original Agreement.
4. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

5. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**"POMPANO BEACH":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

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

(SEAL)

Approved by:

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** 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

**"LIGHTHOUSE POINT"**

WITNESSES

**CITY OF LIGHTHOUSE POINT**

\_\_\_\_\_

By: \_\_\_\_\_  
GLENN TROAST, MAYOR

\_\_\_\_\_

By \_\_\_\_\_  
JOHN D. LAVISKY, CITY ADMINISTRATOR

ATTEST:

\_\_\_\_\_  
JENNIFER M. OH, CITY CLERK

(SEAL)

Approved as to form by:

\_\_\_\_\_  
MICHAEL D. CIRULLO, JR.  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **Glenn Troast** as Mayor, **John D. Lavisky** as City Administrator, and **Jennifer M. Oh** as City Clerk of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

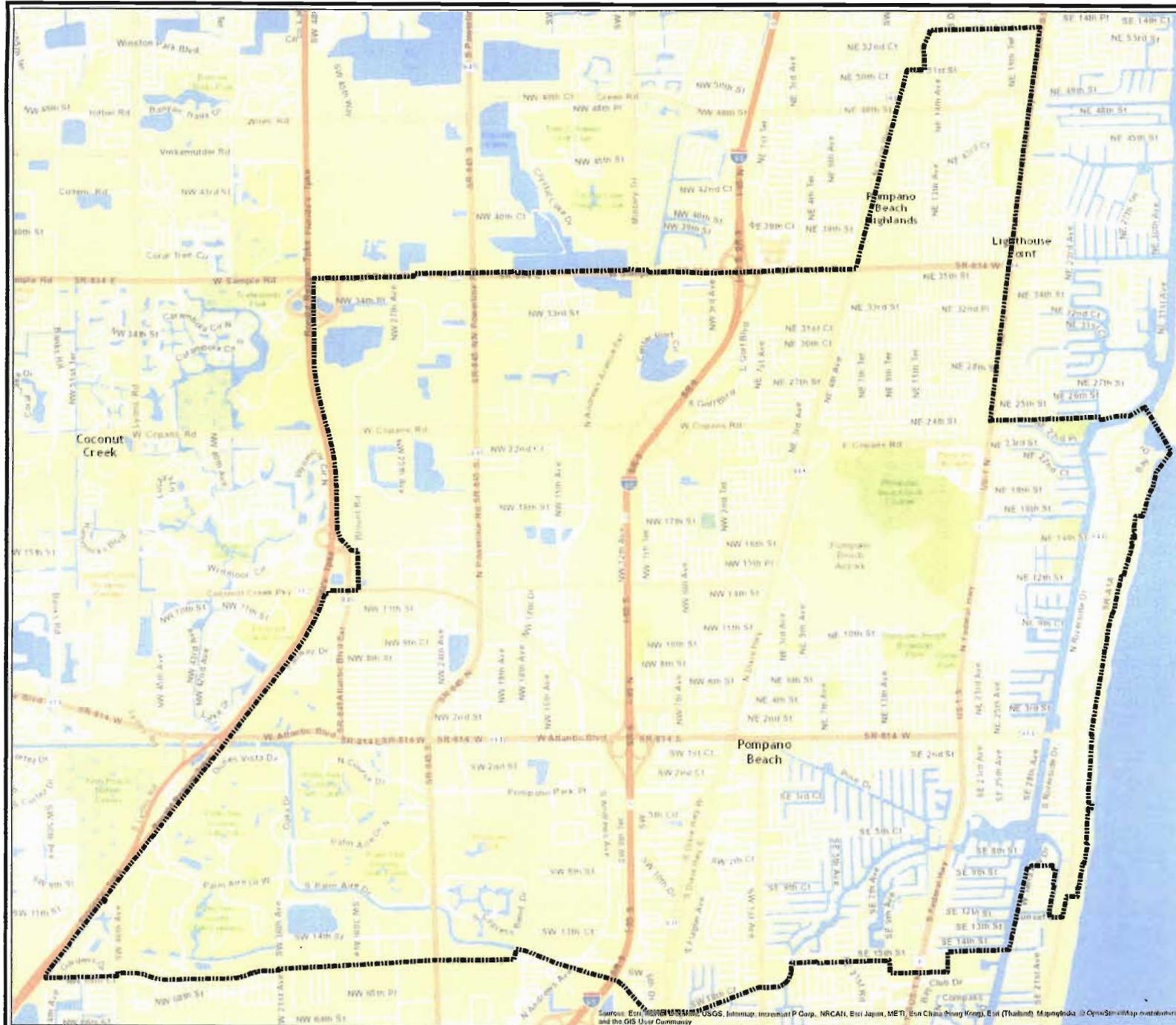
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

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

/jrm  
8/21/15  
l:agr/fire/2015-1351

Exhibit B



**Legend**

- City Boundary
- Parks

**CITY OF POMPANO BEACH**  
 BROWARD COUNTY, FLORIDA  
 ENGINEERING DIVISION  
 City of Pompano Beach  
 Boundary

Drawn By: ICW    Date: 07/24/18    Checked By: AD    Date: 07/24/18

Source: Esri, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, © OpenStreetMap contributors, and the GIS User Community

This product has been compiled from various source data. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting therefrom.

City of Pompano Beach Boundary

**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 AN INTERLOCAL AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That an Interlocal Automatic Aid Agreement between the City of Pompano Beach and the City of Lighthouse Point, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

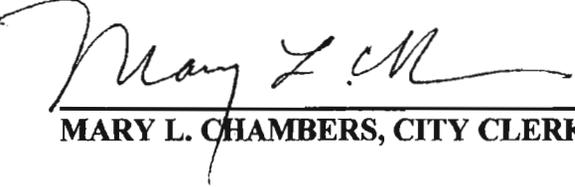
**SECTION 2.** That the proper City officials are hereby authorized to execute said Interlocal Agreement between the City of Pompano Beach and the City of Lighthouse Point.

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

**PASSED AND ADOPTED** this 25th day of \_\_\_\_\_, 2011.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

**INTERLOCAL AUTOMATIC AID AGREEMENT**

THIS IS AN AUTOMATIC AID AGREEMENT, entered into on  
\_\_\_\_\_, October 26 \_\_\_\_\_, 2011, between:

CITY OF POMPANO BEACH, a municipal  
corporation of the State of Florida, hereinafter  
referred to as "POMPANO BEACH",

and

CITY OF LIGHTHOUSE POINT, a municipal  
corporation of the State of Florida, hereinafter  
referred to as "LIGHTHOUSE POINT."

WHEREAS, POMPANO BEACH now and has for the past eighty (80) years maintained a Fire-Rescue Department and POMPANO BEACH desires to provide automatic aid to LIGHTHOUSE POINT as defined herein; and

WHEREAS, LIGHTHOUSE POINT now and has for the past fifty-three (53) years maintained a Fire-Rescue Department and LIGHTHOUSE POINT desires to provide automatic aid to Pompano Beach as defined herein.

WHEREAS, POMPANO BEACH is in need of assistance in responding to and suppressing commercial structure fires within POMPANO BEACH and desires LIGHTHOUSE POINT to provide automatic responses to any and all commercial structure fire calls within POMPANO BEACH; and

WHEREAS, LIGHTHOUSE POINT is in need of assistance in responding to and suppressing structure fires within LIGHTHOUSE POINT and desires POMPANO BEACH to provide automatic responses to any and all structure fire calls within LIGHTHOUSE POINT; and

WHEREAS, operational coordination of certain fire protection services would provide improved fire protection within the service areas of both parties; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, POMPANO BEACH and LIGHTHOUSE POINT have determined that it is mutually beneficial and in the best interest of the public to enter into this Automatic Aid Agreement; and

WHEREAS, POMPANO BEACH and LIGHTHOUSE POINT desire to enter into this Automatic Aid Agreement to provide for the delivery of emergency fire protection services by POMPANO BEACH within the municipal boundaries of LIGHTHOUSE POINT, and by LIGHTHOUSE POINT within the municipal boundaries of POMPANO BEACH and to set forth how such fire protection services shall be provided; and

WHEREAS, pursuant to a Resolution adopted at its meeting of 10/25/11, 2011, the City Commission of POMPANO BEACH authorized its proper officials to enter into this Automatic Aid Agreement; and

WHEREAS, pursuant to a Resolution passed at its meeting of 6/14/11, 2011 the City Commission of LIGHTHOUSE POINT authorized its proper officials to enter into this Automatic Aid Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the parties do hereby agree as follows:

ARTICLE 1  
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 Automatic Aid Agreement for POMPANO BEACH and LIGHTHOUSE POINT 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.

1.3 The respective elective bodies of POMPANO BEACH and LIGHTHOUSE POINT find the method of delivery of fire protection services set forth in this Automatic Aid 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  
EFFECTIVENESS

The Effective Date of this Automatic Aid Agreement shall be October, 2011.

ARTICLE 3  
PROVISION OF FIRE SUPPRESSION SERVICES

3.1 POMPANO BEACH shall respond automatically with fire protection services to all dispatched residential and commercial structure fires within the municipal boundaries of LHP as shown in Exhibit "A", attached hereto, twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The rendition of these services, standards of performance for these services, discipline of personnel and other matters related to the performance of such services and control of personnel shall remain with POMPANO BEACH.

3.2 LIGHTHOUSE POINT shall respond automatically with fire protection services to Pompano Beach with one ladder truck to all dispatched commercial structure fires located within the municipal boundaries of Pompano Beach as shown in Exhibit "B," attached hereto, twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The rendition of these services, standards of performance for these services, discipline of personnel and other matters related to the performance of such services and control of personnel shall remain with LIGHTHOUSE POINT.

3.3 The parties shall, as soon as practical, through their respective Fire Chiefs, develop policies, procedures, rules and regulations to carry out the parties intent in the coordination of functions and services described herein.

3.4 The parties shall jointly establish minimum service criteria and staffing for fire protection services within the areas described in Exhibits A and B.

ARTICLE 4  
GENERAL TERMS AND CONDITIONS

4.1 POMPANO BEACH and LIGHTHOUSE POINT shall abide by and perform all of their respective obligations set forth herein.

4.2 Each party agrees not to reduce the level of fire protection without notice to each party to this Agreement. Said notice of any reduction in the level of fire protection services shall be provided in writing by each Party's respective Fire Chief.

4.3 It is understood and acknowledged by the parties that response times are not guaranteed, but that each party will respond as expeditiously as possible in every instance.

4.4 Any services performed or expenditures made in connection with the furnishing of assistance under this Agreement shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party requesting assistance.

4.5 The party furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof.

4.6 Each party shall be responsible for the normal maintenance and repair of its facilities and equipment.

ARTICLE 5  
RESPONSE UNITS

Each party agrees to keep fire protection vehicles in service, equipped and adequately staffed with certified personnel for the purpose of fire protection within the response areas designated in Exhibits A and B. A description of each response vehicle type is attached hereto and made a part hereof as Exhibit "C."

ARTICLE 6  
CONTROL OF FIRE SCENE

The senior ranking officer on scene shall take or assist in command of the incident. "Command" means the person is responsible for the development of a strategy to mitigate the emergency and tactical coordination of all personnel and equipment then in use to control the emergency. NIMS guidelines shall apply.

ARTICLE 7  
SPECIAL PROVISIONS

7.1 The Parties' Fire Chiefs may jointly establish policies and procedures related to day-to-day technical, administrative and operational issues necessary to implement this Agreement without the requirement for approval by the respective governing bodies.

7.2 The parties agree to act jointly rather than separately with regard to the provision of fire protection services when the same are provided pursuant to Article 3 above.

7.3 Effective upon the date of execution by the last of the signatories to this Interlocal Agreement, this Interlocal Agreement shall supersede all previous agreements between the parties regarding mutual aid or automatic response.

7.4 It is mutually understood and agreed that this Interlocal Agreement does not relieve any party hereto from the necessity and obligation of furnishing adequate fire protection services within their own jurisdictional boundaries.

Remainder of this page intentionally left blank.

ARTICLE 8  
COMPENSATION

8.1 This Agreement is an equitable exchange of services that shall not require monetary compensation from the parties. All other intergovernmental agreements relating to payments for fire protection and emergency medical services remain in effect.

8.2 Each party to this Agreement shall remain responsible for the wages or salaries, the cost of workers' compensation and other insurance premiums and benefits, and retirement and other job benefits now provided for any of its employees who are assigned work under this Interlocal Agreement and not for the other Parties' employees.

8.3 Any services performed or expenditures made in connection with the furnishing of assistance under this Agreement shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party requesting assistance.

8.4 The party furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. Each party shall be responsible for compensation and benefits of its employees and not of the other party's employees.

ARTICLE 9  
PRIORITY FOR SIMULTANEOUS CALLS

In the event of simultaneous or nearly simultaneous calls relating to emergencies located within the boundaries designated in Exhibits A and B, and which require automatic response under this Agreement, the call relating to the emergency located within the boundaries of each respective agency shall take priority over the call from the other party. The inability to complete the assignment will be relayed to the County's Fire Rescue Dispatcher or Pompano Beach Fire Rescue dispatch who will in turn notify the appropriate responsible agency and a replacement unit(s) will be dispatched.

ARTICLE 10  
PRIOR COMMITMENT OF EQUIPMENT

In the event that a party's equipment and personnel are already working an emergency located within that party's respective jurisdictional limits, said equipment and personnel shall not be released to respond to the emergency call of the requesting party until such time as, in the sole and absolute discretion of the senior officer in command of the responding party's vehicles, it is determined that the responding party's equipment and personnel can be released to respond to the requesting party's fire call. Only that portion of the responding party's equipment and personnel as the respective party's senior officer in command shall deem available for release at that time shall be released to respond.

ARTICLE 11  
COMMUNICATION

Recognizing that communication is essential to successfully provide fire protection or disaster related assistance, the parties agree to provide the necessary radio equipment for their respective personnel and vehicles to access Pompano Beach's Fire Rescue Communications Center as well as Broward County's Dispatch Center.

ARTICLE 12  
JUSTIFIED FAILURE TO RESPOND

12.1 The parties recognize and agree that, if for any reason beyond the control of the responding party, the vehicles, personnel, or both, are not available to respond to a fire call as required under this Agreement within the limits of the other party's jurisdictional area, the responding party shall not be liable or responsible in any regard whatsoever.

12.2 The reasons justifying a failure to respond shall include, but not be limited to, the following:

12.2.1 In the opinion of the senior officer in command of the Responding Party's fire protection services at the time of the request for response, the Responding Party would suffer undue jeopardy and be left inadequately protected if the Responding Party responds as requested without Move Up Coverage en route.

12.2.2 The requested vehicle is inoperative.

12.2.3 The requested vehicle is being utilized on a previous emergency call.

12.2.4 A mechanical breakdown of the requested vehicle.

ARTICLE 13  
INDEMNIFICATION

13.1 The parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all its own costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

13.2 Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of actions arising from or occurring during travel to or from its own emergency or disaster site or from an emergency or disaster site covered by this Interlocal Agreement.

13.3 The parties agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages, and causes of action which may be brought against any party pursuant to this Interlocal Agreement.

13.4 Nothing herein contained is intended to waive the sovereign immunity of the parties, per Section 768.28, Florida Statutes.

#### ARTICLE 14 AMENDMENTS

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.

#### ARTICLE 15 TERMINATION AND DEFAULT

15.1 Either party may terminate its participation in this Agreement by giving the other party ninety (90) days written notice as provided in Section 18.7 below.

15.2 Notwithstanding a party's right to terminate this Interlocal Agreement as set forth in this Article 15, 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 thirty (30) calendar days after receipt of written notice from the other party identifying the breach.

15.3 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 related 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. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. 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.

15.4 This Interlocal Agreement provides in this Article 15 "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.

15.5 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, hindrance or prevention.

#### ARTICLE 16 INSURANCE

The parties agree that each shall maintain a qualified insurance program in the limits specified in Florida Statute 768.28. The insurance programs shall provide for general and automobile and Workers Compensation and Employers Liability Coverage. The parties agree to exchange a Certificate of Insurance evidencing each parties insurance program. In the event that either parties insurance program is modified during the term of this Agreement, the party whose plan is being modified shall provide the other party with at least thirty (30) days prior written notice.

#### ARTICLE 17 TERM OF AGREEMENT

17.1 The obligation of the parties to perform under this Agreement shall commence upon the date of the last party executing this Agreement.

17.2 The term of this Interlocal Agreement shall be for one (1) year from the effective date of the Agreement as provided for in Article 2, hereof. Thereafter, this Interlocal Agreement shall automatically renew for additional one (1) year terms unless said term is modified by the parties or this Interlocal Agreement is terminated pursuant to the terms in Article 15.

#### ARTICLE 18 MISCELLANEOUS

18.1 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.

18.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. It is further agreed that no change, 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.

18.3 Records: LIGHTHOUSE POINT agrees to permit POMPANO BEACH to examine all records and grants POMPANO BEACH the right to audit any books, documents, and papers that were generated during the course of administration of this Agreement. LIGHTHOUSE POINT shall maintain the records, books, documents and papers associated with this Agreement in accordance with the Public Records Act. Upon LIGHTHOUSE POINT'S request, POMPANO BEACH shall provide LIGHTHOUSE POINT with copies of all public records under Florida Statute 119 related to this Agreement at no cost to LIGHTHOUSE POINT.

18.4 POMPANO BEACH agrees to permit LIGHTHOUSE POINT to examine all records and grants LIGHTHOUSE POINT the right to audit any books, documents and papers that were generated during the course of administration of this Agreement. POMPANO BEACH shall maintain the records, books, documents and papers associated with this Agreement in accordance with the Public Records Act. Upon POMPANO BEACH'S request, LIGHTHOUSE POINT shall provide POMPANO BEACH with copies of all public records under Florida Statute 119 related to this Agreement at no cost to POMPANO BEACH.

18.5 Contract Administrators: The Contract Administrators for this Agreement are the Fire Rescue Chief, or designee, for POMPANO BEACH and the Fire Rescue Chief, or designee, for LIGHTHOUSE POINT. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

18.6 Recordation/Filing: The City Manager of POMPANO BEACH and Ex-Officio Clerk of Pompano Beach's Board of Commissioners is hereby authorized and directed after approval of this Agreement by the governing bodies of LIGHTHOUSE POINT and POMPANO BEACH and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

18.7 Notices: Whenever any party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, 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.

FOR POMPANO BEACH:  
Fire Chief  
Pompano Beach Fire Rescue  
P.O. Box 13000  
120 SW 3<sup>rd</sup> St.  
Pompano Beach, FL 33060

FOR LIGHTHOUSE POINT:

Fire Chief

City of Lighthouse Point

3740 NE 22 Avenue

Lighthouse Point, FL 33064

18.8 Compliance: The parties agree to fully comply with their obligations and duties under federal and state law, including Title I and Title II of the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPAA), and failure to comply with same shall be cause for immediate termination of this Agreement by any of the parties.

18.9 No Waiver: No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. No waiver of any provision or any failure to perform any of the terms, covenant, and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

18.10 Assignment: The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part, without the prior written consent of the other party.

18.11 Governing Law and Venue: This 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.

18.12 Severability: In the event 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.

18.13 Third Party Beneficiaries: 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 any 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.

18.14 Performance: The parties represent that all persons delivering the services required under this Interlocal Agreement have the knowledge and skills, whether 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.

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

18.16 Independent Contractors: The parties agree that each party to this Interlocal Agreement is an independent contractor. Activities undertaken by the parties pursuant to this Interlocal Agreement shall be subject to the supervision of the respective party. In providing such services, neither of the parties, nor their respective agents shall act as officers, employees, or agents of the other party. This Interlocal Agreement shall not constitute or make the parties a partnership or joint venture.

18.17 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or 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 18 of this Interlocal Agreement shall prevail and be given effect.

18.18 Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**IN WITNESS WHEREOF**, the parties hereunto set their hands and seals the day and year first above written.

Remainder of this page intentionally left blank.

**"CITY"**

WITNESSES:

**CITY OF POMPANO BEACH**

Christine Wadka

By: [Signature]  
**Lamar Fisher, Mayor**

Christine Wadka

By: [Signature]  
**for Dennis W. Beach, City Manager**

ATTEST:

[Signature]

**Mary L. Chambers, City Clerk**

(SEAL)

Approved as to form by:

[Signature]

**Gordon B. Linn, City Attorney**

STATE OF FLORIDA  
COUNTY OF BROWARD

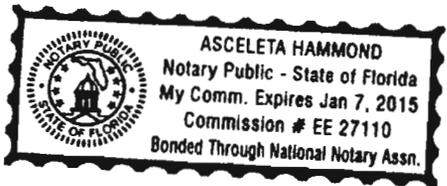
The foregoing instrument was acknowledged before me this 26th day of October, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

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



**"CITY"**

WITNESSES:

**CITY OF LIGHTHOUSE POINT**

[Signature]

By: [Signature]  
**Fred Schorr, Mayor**

[Signature]

By: [Signature]  
**John D. Lavisky, City Administrator**

ATTEST:

[Signature]  
**Carol Landau, MMC, City Clerk**

(SEAL)

Approved as to form by:

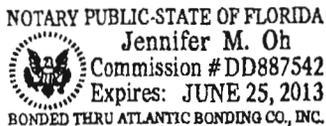
[Signature]  
**Michael D. Cirullo, Jr., City Attorney**



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of June, 2011 by **Fred Schorr** as Mayor, **John D. Lavisky** as City Administrator, and **Carol Landau** as City Clerk of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
[Signature]  
(Name of Acknowledger Typed, Printed or Stamped)  
DD887542  
Commission Number

L:/agr/fire/2010-1839/automatic aid agreement



CITY LIMITS

WATER



CITY OF PALM BEACH  
BROWARD COUNTY, FLORIDA  
ENGINEERING DEPARTMENT  
**CITY MAP**  
Scale 1" = 100'

**CITY MAP**  
**NOT TO SCALE**

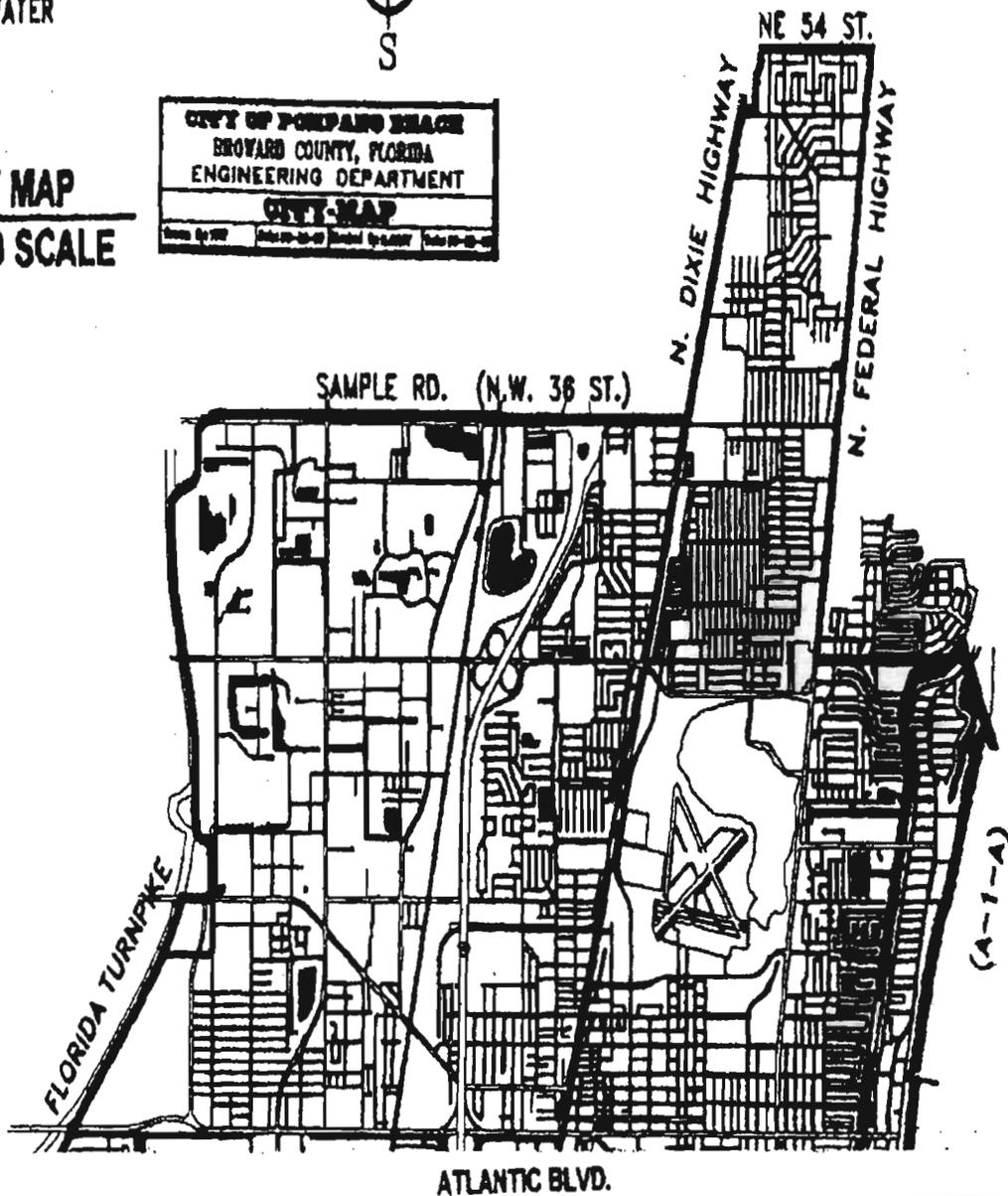


EXHIBIT C  
AUTOMATIC RESPONSE AREA, IN-SERVICE RESOURCES

City of Pompano Beach:

ALS Engine Company	(2)
ALS Rescue/Transport	(1)
Battalion Chief	(1)
EMS Captain	(1)
Squad	(1)

City of Lighthouse Point

BLS Ladder Company	(1) L-22
ALS Engine Company	(1) E-22

