



AGENDA ITEM REQUEST FORM

Connie Hoffmann

Administration

Department Submitting Request

Dept Head's Signature

REG COMMISSION
Meeting Dates 7:00PM

DEADLINE TO
Town Clerk

ROUNDTABLE
Meeting Dates 7:00PM

DEADLINE TO
Town Clerk

- Oct 12, 2010
- Nov 9, 2010*
- Dec 14, 2010
- Jan 11, 2011
- Feb 8, 2011
- Mar 8, 2011

- Oct 1 (5:00 pm)
- Oct 29 (5:00 pm)
- Dec 3 (5:00 pm)
- Dec 31 (5:00 pm)
- Jan 28 (5:00 pm)
- Feb 25 (5:00 pm)

- Oct 26, 2010
- Nov 23, 2010*
- Dec 28, 2010*
- Jan 25, 2011
- Feb 22, 2011
- Mar 22, 2011

- Oct 15 (5:00 pm)
- Nov 12 (5:00 pm)
- Dec 17 (5:00 pm)
- Jan 14 (5:00 pm)
- Feb 11 (5:00 pm)
- Mar 11 (5:00 pm)

*Subject to Change

- | | | | |
|--|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Quasi Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

SUBJECT TITLE: A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VOLUNTEER FIRE DEPARTMENT AND THE TOWN

EXPLANATION: The current agreement between the Town and the Volunteer Fire Department commenced on October 1, 2008 and expires on October 1, 2013. Either party may terminate the agreement without cause with 180 days notice to the other party.

The Town Manager has met with members of the VFD Board Directors and the Board of Directors on several occasions to discuss changes in their agreement with the Town. We have come to tentative agreement, pending approval by the VFD membership on Monday, October 11 and by the Town Commission, of the following revisions to the agreement:

- 1) Modify the agreement to define a process for determining the Town's funding of the VFD's annual budget that involves discussion with the Town Manager and the Town Commission and that replaces the defined dollar amount with an automatic increase that is contained in the existing agreement. The \$725,580 operating budget referenced in the revised agreement reflects the amount in the budget for the VFD contract approved by the Town Commission last month.
- 2) Allocate \$187,314 to a vehicle and equipment replacement reserve. Per the revised agreement terms, expenditures can be made from the replacement reserve only by mutual consent of the VFD and the Town during the term of this agreement, and must follow the Town's purchasing policies. The revisions clarify that the Town owns and holds the reserve fund. The Town included \$187,314 in the approved FY 2010/2011 budget for this purpose.
- 3) Modify the arrangement between the parties regarding the collection of fire inspection fees. Effective October 2010, all fire inspection fees billed shall be remitted directly to the Town and, effective January 1, 2011, the Town will take over billing responsibility for the fire inspection fees. The VFD will continue to do the annual fire inspections.
- 4) Eliminate the requirement that a command officer respond to an emergency call within 7 minutes, and instead incorporate a command officer into the required first fire company response within 9 minutes of dispatch of the call, 90% of the time.
- 5) Clarify that the VFD shall respond to all "fire rescue calls", rather than all "emergency 911 calls" which will eliminate the issue of any legal requirement that they respond to all medical calls.
- 6) Eliminate the requirement that regular members of the VFD respond to 20% of calls within 20 minutes, as that is an internal issue for the VFD, and replace it with a requirement that all active members of the VFD receive a minimum of 70 hours of training per year. The training issue is important to the Town.

Adoption of the resolution will be dependent on approval of the changes by the VFD membership at their meeting on Monday, October 11th.

RECOMMENDATION: Approve the first amendment to the agreement between the VFD and the Town.

10/7/2010



Item No. _____

AGENDA ITEM REQUEST FORM

Connie Hoffmann

Administration

Department Submitting Request

Dept Head's Signature

EXHIBITS: Resolution # 2010-36
Revisions to the agreement with the VFD.

FISCAL IMPACT AND APPROPRIATION OF FUNDS:

- Amount \$ _____ Acct # _____
 Transfer of funds required From Acct # _____

Reviewed by Town Attorney
 Yes No

Town Manager Initials CA

RESOLUTION 2010-36

1 **A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-**
2 **THE-SEA, FLORIDA, ADOPTING THE FIRST**
3 **AMENDMENT TO THE AGREEMENT BY AND BETWEEN**
4 **THE TOWN AND THE LAUDERDALE-BY-THE-SEA**
5 **VOLUNTEER FIRE DEPARTMENT, INC. FOR FIRE**
6 **PROTECTION AND FIRE PREVENTION SERVICES;**
7 **PROVIDING FOR CONFLICT; PROVIDING FOR AN**
8 **EFFECTIVE DATE**

9
10 **WHEREAS**, the Lauderdale-By-The-Sea Volunteer Fire Department, Inc. (the "VFD")

11 and the Town desire to continue their existing agreement, executed September 25, 2008, AG
12 2008-37 (the "Agreement") to provide for fire protection and fire prevention services by the
13 VFD within the municipal boundaries of the Town (the "Service Area") and to set forth how
14 such fire protection and fire prevention services will be provided; and

15 **WHEREAS**, the Town and the VFD have determined that it is mutually beneficial and in
16 the best interests of the public to enter into this First Amendment to the Agreement.

17 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**
18 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA THAT:**

19
20 **SECTION 1. Recitals.** The foregoing "WHEREAS" clauses are true and correct, and
21 are hereby ratified and confirmed by the Town Commission and incorporated herein.

22 **SECTION 2. Amendment.** The Town Commission hereby adopts the First Amendment
23 To The Agreement By And Between The Town And The Lauderdale-By-The-Sea Volunteer Fire
24 Department, Inc. For Fire Protection And Fire Prevention Services, attached hereto as Exhibit
25 "A."

26 **SECTION 3. Conflicts.** All other Resolutions or parts of Resolutions in conflict herewith,
27 be and the same are repealed to the extent of such conflict.

28 **SECTION 4. Effective Date.** This Resolution is effective immediately upon passage and
29 adoption.

1 **PASSED AND ADOPTED** by the Town Commission of the Town of Lauderdale-By-The-
2 Sea, Florida, this ____ day of October, 2010.

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MAYOR ROSEANN MINNET

ATTEST:

Town Clerk, June White CMC

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT "A"

**FIRST AMENDMENT TO
AGREEMENT BY AND BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
AND
LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, INC.
FOR
FIRE PROTECTION AND FIRE PREVENTION SERVICES**

This Agreement made and entered into this ____ day of _____, 2010, by and between the LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, Inc. (the "VFD"), and the TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, a municipal corporation of the State of Florida (the "Town").

WHEREAS, the VFD and the Town desire to continue their existing agreement, executed September 25, 2008, AG 2008-37 (the "Agreement") to provide for fire protection and fire prevention services by the VFD within the municipal boundaries of the Town (the "Service Area") and to set forth how such fire protection and fire prevention services will be provided; and

WHEREAS, the Town desires the maintenance of a high level of competent professional fire protection and fire prevention service in conjunction and harmony with its fiscal policies of sound and economical management; and

WHEREAS, the Town and the VFD have determined that it is mutually beneficial and in the best interests of the public to enter into this First Amendment to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the VFD and the Town do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
2. ARTICLE 6 "TOWN CONTRIBUTION" of the Agreement is hereby amended as follows:

ARTICLE 6

TOWN CONTRIBUTION

- 6.1 ~~During the Term of this Agreement, the Town will make an annual contribution (the "Town Contribution") to the VFD in order to offset the cost of providing fire~~

~~prevention and protection services to the Town. The Town Contribution shall be made payable to the VFD in equal monthly installments beginning October 1, 2008 and be due by the 15th of each month thereafter. The Town Contribution for the first year of this Agreement shall be Eight Hundred and Forty Four Thousand Dollars (\$844,000). Town Contribution shall increase 4% each subsequent year for the duration of this Agreement.~~

Funding:

A. Town Contribution: During the Term of this Agreement, the Town will make an annual contribution (the "Town Contribution") to the VFD in order to offset the agreed-upon cost of providing fire protection, suppression, and prevention services and other agreed-upon services to the Town. The Town Contribution shall be made payable monthly to the VFD in equal monthly installments beginning October 1, 2010 and be payable by the 7th day of each month thereafter. The Town Contribution for the Fiscal Year 2010/2011 shall be \$725,580.

B. Reserve: The Town also agrees to place \$187,314 into a reserve designated for the exclusive purpose of purchasing fire apparatus and other capital equipment that the Town and the VFD jointly agree is necessary to carry out the agreed-upon services. It is agreed that the Town will own and hold the aforementioned reserve funds in Town accounts, and will consult with the VFD on the expenditure of those funds. No portion of the reserve funds shall be expended without the consent of both the Town and the VFD Board of Directors during the duration of this Agreement. The equipment and apparatus acquired with the reserve funds shall be the property of the Town and shall be leased to and maintained by the VFD in the same manner as is done for other equipment under Sections 4.1 and 4.2 of the Agreement.

C. Budgeting Process: By June 1, 2011 and by June 1 of each subsequent year, the VFD shall submit to the Town Manager a proposed operating budget concerning the expenditures to be made by the Town for the VFD pursuant to this Agreement for the following fiscal year. The Town Manager and the VFD Board of Directors, or their designated representatives, shall meet to discuss the proposed budget. By July 15 of each year, the Town Manager shall provide to the Town Commission either (a) a budget which he or she and the VFD Board of Directors have reached agreement on, or (b) the VFD's budget proposal and the Town Manager's recommendations. The Town Commission shall discuss the VFD budget in a public meeting and provide feedback to the Town Manager and the VFD on the budget. The Town and the VFD must come to an agreement on an operating budget by September 1st of each year, or the prior fiscal year budget for the VFD will be adopted by the Town Commission as a component of the Town's annual budget, subject to the conditions, limitations and restrictions of applicable law.

- 6.2 ~~Fifty percent (50%) of the revenue collected by VFD for the performance of the Inspections shall be remitted to the Town. Funds received by the Town shall be designated as a Reserve Fund for Vehicle and Equipment.~~

Fire Inspections:

A. The VFD shall perform the annual required fire inspections of each commercial occupancy and residential occupancy as required by the Florida Fire Protection Code. The VFD will provide written reports on the outcome of those inspections and shall issue, on the Town's behalf, notices of violation and take whatever action is required by the Florida Fire Protection Code to assure public safety. If violations are found, the VFD will do one re-inspection at no charge. The property owner or licensee, as appropriate, will be assessed a re-inspection fee if a second, third or multiple re-inspections are necessary. After the second re-inspection, a notice of violation will be issued and the Town will bring the case, with the VFD's assistance and testimony, before a Special Master for adjudication.

B. The Town will be responsible for billing the property owner or lessee for all fire inspection fees and fines. The VFD agrees to provide reports and paperwork in a timely manner to the Development Services Department to enable such billing to take place. All fees and fines shall be the property of the Town.

- 6.3 Volunteer Firefighter Pension Fund: Town shall comply with the provisions of Sec. 2-140 of the Town's Code of Ordinances pertaining to the Volunteer Firefighters' Pension Plan. The Town is responsible for only the unfounded liability portion of the VFD pension plan per Chapter 175 as determined by the State. The VFD Pension Plan is subject to annual audits performed by the Town's auditors.

3. ARTICLE 7 "STANDARDS OF SERVICE" of the Agreement is hereby amended as follows:

ARTICLE 7

STANDARDS OF SERVICE

- 7.1 The Fire Chief, the Deputy Chief, or a Battalion Chief will remain on duty on a twenty-four (24) hours a day, seven (7) days a week basis during the entire term of this Agreement with NO EXCEPTIONS.
- ~~7.2 A command vehicle, transporting the Fire Chief, the Deputy Fire Chief, or a Battalion Chief shall respond within seven (7) minutes to a minimum of 90% of all emergency 911 calls in each month. Response time shall be measured from the time of dispatch to the time the vehicle arrives on the scene.~~
- ~~7.37.2~~ A command officer (defined as one of the following: Fire Chief, the Deputy Fire Chief, or a Battalion Chief) and the first fire apparatus shall respond within nine (9) minutes to a minimum of 90% of all emergency fire rescue 911 calls in each month. The crew for the first fire apparatus shall include a minimum of three (3) personnel, at least two (2) of whom shall be Firefighter Certified by the State of Florida.

7.47.3 The VFD will ensure that all active members receive at least seventy (70) hours of training per year. Members that are not active for a full twelve-month period shall receive a pro-rated amount of training, based on the actual months of service in the calendar year. It is understood that Town regular members of the VFD, as defined in Sec. 2-136 of the Lauderdale-By-The-Sea Code of Ordinances, must respond to twenty percent (20%) of all emergency calls within twenty (20) minutes.

4. In all other respects, the Agreement shall remain in full force and effect, without revision or amendment.

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

TOWN OF
LAUDERDALE-BY-THE-SEA

ATTEST:

JUNE WHITE, CMC
TOWN CLERK

BY: _____
ROSEANN MINNET, MAYOR

APPROVED AS TO FORM:

SUSAN L. TREVARTHEN
TOWN ATTORNEY

WITNESSES:

LAUDERDALE-BY-THE-SEA
VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____

_____, President

Please Print Name

Please Print Name

ATTEST:

SECRETARY