



TOWN OF HILLSBORO BEACH Meeting Agenda

January 6, 2026

9:00 AM



MAYOR

Honorable Dawn Miller

VICE MAYOR

Honorable David A. Ravanesi

COMMISSIONERS

Honorable Vinnie Andreano

Honorable Jane Reiser

Honorable Heather Berman

TOWN MANAGER

Mac Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

954-427-4011

www.TownofHillsboroBeach.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

January 6, 2026 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR DAWN MILLER
VICE MAYOR DAVID A. RAVANESI
COMMISSIONER VINNIE ANDREANO
COMMISSIONER JANE REISER
COMMISSIONER HEATHER BERMAN

TOWN MANAGER MAC SERDA, ICMA-CM
TOWN ATTORNEY DONALD J. DOODY, ESQ
TOWN CLERK SHERRY D. HENDERSON, CMC

Refer to the End of the Agenda for the Commission Meeting RULES OF DECORUM (Resolution No. 2023-36), adopted 9/12/2023
Commission Meetings are streamed live and recorded on the Town's Website.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

- A. December 2, 2025 Board of Zoning Appeals Meeting
- B. December 2, 2025 Regular Commission Meeting

II. ORDINANCES

A. Ordinance No. 2025-05 Certified Recovery Residences (First Reading)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA AMENDING THE TOWN'S LAND DEVELOPMENT CODE BY CREATING SECTION _____ ENTITLED "REASONABLE ACCOMMODATION"; PROVIDING FOR INTENT, PURPOSE AND DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REASONABLE ACCOMMODATION TO CONFORM WITH LEGISLATION; PROVIDING FOR CONFLICTS; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

III. RESOLUTIONS & CONTRACTS

- A. **Resolution No. 2025-52 Palm Beach County ILA First Amendment for Public Safety Radio System**
Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute the First Amendment to the InterLocal Agreement with Palm Beach County Renew Agreement to Provide the Town of Hillsboro Beach Access to the Common Talk Groups Established on the County's Public Safety Radio System for Interoperability.
- B. **Resolution No. 2025-53 Deerfield Beach ILA for Fire & Emergency Rescue Services**
Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute the Interlocal Agreement with the City of Deerfield Beach to Provide Fire and Emergency Medical Services.

IV. CONSENT

A. INVOICES FOR APPROVAL

1. CG&A Invoice #3015515 Nov. 2025 **\$29,780.30**
2. GCDE Invoice #75241 Nov. 2025 **\$5,523.00**
3. GCDE Invoice #75243 Nov. 2025 **\$240.00**
4. GCDE Invoice #75242 Nov. 2025 **\$282.00**

V. STAFF UPDATES

A. Police Department

Chief Rob O'Neill

B. Building Department

George Folles, Building Official, CG&A

C. Code Compliance

Bernard Pita, Code Compliance Supv, CG&A

VI. TOWN MANAGER REPORT

- A. Yoga at Town Hall — Sat, Jan. 31, 2025
Municipal Election — Tue, Mar 10, 2026

VII. TOWN ATTORNEY REPORT

VIII. TOWN COMMISSION COMMENTS/REPORTS

IX. PUBLIC COMMENTS

X. ADJOURNMENT

RULES OF DECORUM

- The goal of Commission Meetings and Public Hearings is to accomplish the public's business in an environment that encourages fair discussion and exchange of ideas.
- Everyone will have three (3) minutes when recognized for public comment, participants should step forward to the podium and state their name & address for the record.
- All comments shall be directed to the commission or board as a body, through its presiding officer. Comments shall not be addressed to a single member of the commission or board, or to Town staff including the attorney, the manager, or the clerk, unless a majority of the members present on the commission or board shall so agree.
- The public comment period is for receipt of public comments, not debate. It is not intended as a time for problem solving but rather for hearing the citizens for their input.
- Anger, rudeness, ridicule, personal attacks, profane language, and lack of respect for others is unacceptable behavior. Demonstrations to support or oppose a speaker or idea, such as clapping, cheering, booing, hissing, or the use of intimidating body language are not permitted.

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Town Commission, Special Master or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing may be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact Sherry D. Henderson, IIMC-CMC, Town Clerk (954) 427-4011 Town Hall - 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062.



**MINUTES
TOWN OF HILLSBORO BEACH
BOARD OF ZONING APPEALS MEETING**

TUESDAY

DECEMBER 2, 2025

9:00 A.M.

CALL TO ORDER AND ROLL CALL

Mayor Dawn Miller called the meeting to order at 9:00 A.M. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Dawn Miller

Commissioner Vinnie Andreano

Commissioner Jane Reiser

Vice Mayor David Ravanese

Commissioner Heather Berman

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM

Town Attorney Donald J. Doody, Esq.

Town Clerk Sherry D. Henderson, CMC

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

I. QUASI-JUDICIAL PUBLIC HEARINGS

A. Variance Request for property located at 987 Hillsboro Mile, Hillsboro Beach, FL 33062

Property Owner: Mark and Tiffany Berch

Address: 987 Hillsboro Mile, Hillsboro Beach, FL 33062

Request: The Authorized Agent is seeking a variance from the Town's Land Development Code (Chapter 12)

Staff: Graham Long, Development Planner, CG&A

Mayor Miller explained that this Item previously came before the Board of Zoning Appeals (BZA) in June 2025 to request placement of a generator in the property's side yard. That request was denied, but has been brought back by a motion to reconsider the Item.

At this time any individuals wishing to speak on the Item were sworn in by Town Attorney D.J. Doody, and any *ex parte* communications were disclosed by the Commissioners.

Planning Consultant Graham Long, CG&A, stated that the Application requests a variance from Section 12-124 of Town Code, which addresses yard requirements, to place a generator within the property's north side yard, which is roughly 15 ft. from the property line. The Applicants' proposed plans have not changed since the previous hearing of the Application.

Mr. Long advised that after the previous variance request was denied, Town Staff worked with the Applicants to discuss other possible locations for the generator, including two locations in the front yard and one location in the rear yard. There were several reasons why these areas were not appropriate for generator installation, including Federal Emergency Management Agency (FEMA) flood plain regulations, as well as the fact that the house is built to the easterly building line.

Mr. Long concluded that generators must be shown on a property's Site Plan. Should the Commission approve the variance request, the Applicants' Site Plan would require amendment to include the generator. No other changes are proposed to the Site Plan.

The generator would be placed at ground level on the property; however, Mr. Long explained that the ground has been raised in a portion of the side yard. The generator would be placed at first floor level on the north side and would not be visible above the fence. The generator must also be screened.

Mayor Miller requested clarification that no other prospective locations were available for the generator without a variance. Mr. Long confirmed that he had reviewed all three alternatives: the rear yard would require a variance for placement to the east of the easterly building line, while one front yard location would require a variance for not meeting the required 45 ft. setback from the center line of A1A. The second front yard location would require a variance to place the generator in the underground garage area, where FEMA flood plain concerns came into play.

Mr. Long continued that the Applicants have submitted specifications for the type of generator to be installed. Any approval would apply only to those specifications. He reiterated that the generator would be enclosed in order to mitigate noise as well as street and neighborhood view.

Commissioner Reiser asked why rooftop placement was ruled out. Mr. Long replied that generators are not typically located on the roofs of single-family homes. Members of the Staff team had clarified that this would result in structural issues related to weight, vibration, and noise.

Nick Terzier, 2495 E. Commercial Boulevard, Fort Lauderdale, Florida, representing Double P Construction, also stated that since the Applicants' previous appearance before the Board, they had researched available options for placement of the generator, all of which would have required a variance. The proposed Site Plan is the least infringing of these options.

Commissioner Andreano observed that while noise may be a concern, the generator would be screened for noise reduction and would only be used during emergencies. Mr. Terzier added that the generator selected by the Applicants is the quietest available on the market at approximately 67 decibels.

Town Attorney Doody noted that generators are typically run once per week to maintain battery charge, and asked if the Commission had any thoughts on restricting the days and times in which these test runs would be made. Mayor Miller suggested that test runs be allowed within the Town's normal construction hours. Town Manager Mac Serda advised that if this is not already part of Code, it could be added to Code rather than to a development order.

Mr. Terzier continued that because the property is being renovated, building is occurring on top of the structure's existing walls and foundation. This left the Applicants with fewer options that had enough space to house the generator. He did not know if the previous house had a generator.

Mayor Miller asked if the Applicants had obtained letters of no objection from their neighbors. Mr. Terzier replied that neighbors had provided these letters for the previous submittal of the Application.

At this time Mayor Miller opened the public hearing, which she closed upon receiving no input.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Andreano, that the variance be granted. In a roll call vote, the **motion** passed unanimously (5-0).

II. ADJOURNMENT

Motion made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to adjourn. In a voice vote, the **motion** passed unanimously (5-0).

There being no further business before the Board of Zoning and Appeals, the meeting was adjourned at 9:20 a.m.

ADOPTED THIS _____ DAY OF _____, 2026.

By: _____
Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

DRAFT



MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING

WEDNESDAY

DECEMBER 2, 2025

9:30 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Dawn Miller called the meeting to order at 9:21 A.M. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Dawn Miller

Commissioner Vinnie Andreano

Commissioner Jane Reiser

Vice Mayor David A. Ravanese

Commissioner Heather Berman

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM

Donald J. Doody, Town Attorney, Esq.

Town Clerk Sherry D. Henderson, CMC

Police Chief Rob O'Neill

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

I. APPROVAL OF MINUTES

A. November 5, 2025 Regular Commission Meeting

Motion made by Commissioner Reiser, seconded by Vice Mayor Ravanese, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

II. PRESENTATIONS

A. Proclamation of Municipal Election 2026

Mayor Miller advised that the Town will publish a Proclamation of general municipal election for the Town of Hillsboro Beach, Florida, on March 10, 2026, for the election of two Commissioners whose two-year terms will expire in March 2028. The election will be held in the Community Room of Town Hall at 1210 Hillsboro Mile, with polls open from 7 a.m. to 7 p.m.

Candidates for election may qualify no earlier than 12:00 p.m. on Friday, January 2, 2026 and no later than 12:00 p.m. on Friday, January 9, 2026 with the Town Clerk at Town Hall. The Broward County Supervisor of Elections has agreed to administer the election on behalf of the Town.

Motion made by Vice Mayor Ravanesi, seconded by Commissioner Berman, to publish the Proclamation. In a roll call vote, the **motion** passed unanimously (5-0).

III. SITE PLAN REVIEW

A. Quasi-Judicial Hearing 987 Hillsboro Mile, Hillsboro Beach, FL 33062

Property Owner: Mark & Tiffany Berch
Request: Seeking Site Plan Amendment
Staff: Graham Long, Development Planner, CG&A

Any individuals wishing to speak on this Item were sworn in, and the Commissioners disclosed any *ex parte* communications with the Applicant or any other parties.

Mayor Miller explained that the Applicants are requesting a Site Plan Amendment in light of their successful variance Application, which was approved earlier at the Board of Zoning Appeals (BZA) meeting.

Senior Development Planner Graham Long, CG&A, advised that the Site Plan Amendment would include the generator approved by variance. The generator would be placed in the property's side yard setback. No other changes are proposed.

Nick Terzier, 2495 E. Commercial Boulevard, Fort Lauderdale, Florida, representing Double P Construction, requested that his testimony from the BZA meeting be incorporated into the record of the Commission meeting.

At this time Mayor Miller opened the public hearing, which she closed upon receiving no input.

Motion made by Commissioner Andreano, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

IV. DISCUSSION & POSSIBLE ACTION

A. Review of the Hillsboro Beach Resort Re-evaluation of the Conditions of Approval for the THIRD AMENDED Development Order.

Re-evaluation of the Conditions of Approval for the THIRD AMENDED Development Order, Granted 11/1/22 for Conditional Use for Special Events to Permit a Restaurant with Beer, Wine, and Alcohol Beverage Service within the Hillsboro Beach Resort.

Property: Hillsboro Beach Resort

Address: 1159 Hillsboro Mile, Hillsboro Beach, FL 33062

Mayor Miller stated that the Hillsboro Resort, a grandfathered hotel located within the Town, is now doing business under a new operator, Ink. The previous operator ceased operations on July 31, 2025. When this type of change occurs, the new operator is required to come before the Commission and provide an update on the conditions of approval, which were established under a development agreement, followed by amended agreements. She requested feedback from Mr. Long regarding whether or not the subject property remains in compliance with the requirements of these agreements.

Mr. Long confirmed that the new operator began operations on the property on August 15, 2025. The hotel's restaurant has not been operational. He explained that the conditions of approval are related to the site's event space and restaurant, which had required the previous amendments of the development agreement. There are no conditions of approval related to the hotel use.

Mayor Miller noted that the conditions for the event space and restaurant include the following:

- The restaurant may be operational only for hotel guests and residents of the Town of Hillsboro Beach
- The hotel must request proof of residency from residents
- The restaurant may not operate as a public facility, as it was not grandfathered in the same manner as the hotel
- The restaurant may not accept cash

It was asked if the restaurant's bar is still located in its kitchen. Mr. Long replied that a representative of the hotel operator has indicated that the bar and limited food were being served to hotel guests. He was not aware of the exact location of the bar, other than that it is not outdoors.

Commissioner Reiser asked if the management of the restaurant or the full ownership of the hotel has changed. Mayor Miller replied that hotel operations have been taken over by another entity. While the event space can accommodate a maximum number of guests, the Town has not seen a maximum capacity for the restaurant. Town Manager Mac Serda further clarified that this information can be found on the property's building permit.

Mr. Long continued that since the new operator began operations at the site on August 15, they have been generally compliant, with no special events since that time.

Mayor Miller noted that there have been 59 calls for service at the subject property since December 1, 2024, which are summarized in the Commissioners' backup materials. These included one noise complaint related to music on the beach. None of the calls are related to the restaurant.

It was clarified that no Commission action was necessary on this Item.

V. RESOLUTIONS & CONTRACTS

A. Resolution 2025-47 United Healthcare 2026 Employee Benefits Renewal

Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute a Renewal Agreement with the United Healthcare for Employees 2026 Medical/Dental/Vision Benefits Package.

Town Attorney D.J. Doody read the Resolution by title only.

Mayor Miller observed that the Town Manager had overseen the process for securing Town employees' health insurance quotes and ultimately concluded, in conjunction with representatives from the Town's employee benefits broker, that the best option was to renew coverage with United Healthcare (UHC) for health, dental, and vision benefits as well as life insurance benefits. There has been an increase of 12.3% in the cost of general health insurance, 1.9% increase in dental insurance, and no increase in vision insurance. Life insurance will increase by 15%. The total increase comes to \$769.50, or 11.9%.

Mr. Serda added that the Town had budgeted for a 15% increase, which means they are slightly under budget. The increase is due to elevated health care costs. He noted that because the Town is a small employer, they have fewer provider options for employee benefits. Many insurance providers did not respond to the Town's solicitation, or proposed greater increases with lesser benefits. He felt UHC offered the best plan for the Town's employees at its cost.

Mr. Serda also advised that he had exercised caution in order to minimize the disruption ratio, as few individuals will want to change their providers. He further clarified that he does not receive benefits from the Town, which allows him to remain impartial in his recommendation. Employees have indicated that they are satisfied with the quality of their health care benefits.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

B. Resolution 2025-48 CPE to Conduct 2025/2026 Professional Coastal Services (RFQ #21-15-JW)

Resolution of the Town Commission of Town of Hillsboro Beach, Florida Approving Coastal Protection Engineering LLC (CPE) to Conduct 2025/2026 Physical Monitoring, Preliminary Permitting, Intergovernmental Coordination and Funding Support to the Town of Hillsboro Beach and the City of Deerfield Beach under the Work Authorization Agreement Pursuant to RFQ #21-15-JW Joint Beach Nourishment Project, and Authorizing the Appropriate Town Officials to Execute Agreements.

Town Attorney Doody read the Resolution by title only.

Mayor Miller explained that this Resolution allows the Town to enter into an agreement with Coastal Protection Engineering, LLC (CPE) for the provision of services. Beach nourishment occurs every five years in the Town; because of the agreement with CPE, the Town becomes eligible for some public funding for nourishment.

The services provided by CPE would include:

- 2025-2026 physical monitoring
- Winter 2026 biological monitoring
- Summer 2026 biological monitoring
- County, state, and federal permit processing

All of these services are required prior to the completion of the Town's next project. Additional details are provided in the Commissioners' backup materials.

Mayor Miller continued that CPE has proposed a lump sum fee. They will submit monthly invoices based on the percentage of work done. The total is divided equally between the Town of Hillsboro Beach and the City of Deerfield Beach, both of which will benefit from the agreement.

Mr. Serda advised that the Resolution is also in reference to the Town's settlement agreement with Deerfield Beach, which is why the contract will be evenly divided between the municipalities. The biological monitoring services are compliance requirements from the Town's prior beach nourishment project, while the redesign and permitting of the beach look forward to the next project in conjunction with Deerfield Beach.

Mr. Serda continued that Deerfield Beach has administratively approved their portion of the proposed contract, which is a requirement of the settlement agreement. He was not certain that the Deerfield Beach City Commission has formally approved the contract; if not, this is expected soon.

Mr. Serda further clarified that CPE was unanimously selected through a joint procurement process between the Town and the City of Deerfield Beach.

Commissioner Reiser requested clarification of the distance from the Town limits to the Rosewood project. Mr. Serda advised that he did not know the linear feet offhand, but would follow up with the Commissioner via email.

Vice Mayor Ravanese recalled that previous beach nourishment projects were funded by special assessments, and emphasized that the Commission is always looking for ways to fund these projects and improve the Town's beaches. Mr. Serda estimated that the Town paid approximately 22% to 25% of the prior project, which cost roughly \$5 million. The Town has not yet been reimbursed for these costs.

Commissioner Andreano requested clarification of the cost of installing and maintaining an artificial reef for additional beach protection. Mr. Serda noted that the Commission could see an engineering presentation on this type of project, but pointed out that this would not fully eliminate the effects of erosion.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

C. Resolution 2025-49 Broward County Supervisor of Election 2026 Municipal Election Agreement

Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute an Agreement with the Broward County Supervisor of Elections (SOE) to Conduct the Town's Municipal Election on Tuesday, March 10, 2026.

Town Attorney Doody read the Resolution by title only.

Mayor Miller explained that this Resolution authorizes the appropriate Town officials to execute an agreement with Broward County for the March 2026 municipal election.

Mr. Serda confirmed that the cost of the election will be approximately \$4,500, as well as additional ancillary costs.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

D. Resolution 2025-50 Purchase Police Ford F-150 Truck

Resolution of the Town Commission of the Town of Hillsboro Beach Approving and Authorizing the Purchase of One (1) Ford F-150 Crew Cab 4x4 Truck (Police Responder) and Related Equipment Totaling \$67,728 from the Bartow Ford, Piggybacking the Terms of the Charlotte County, Florida Contract #20250009.

Town Attorney Doody read the Resolution by title only.

Mayor Miller noted that Hillsboro Beach Police Chief Rob O'Neill had provided the Commissioners with information on the new vehicle, which would replace a 2021 Ford F-150 Crew Cab 4x4 with more than 100,000 miles which has been in Police service for over four years. The Police Department requests a total of \$67,728 to purchase the vehicle, which is less than the \$80,000 allocated for this purchase in the 2025-2026 budget.

Mr. Serda added that the Town will use a piggyback agreement from Charlotte County, Florida, which provides the best value.

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

E. Resolution 2025-51 Grau & Associates FY25 Audit Services

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute the

Engagement Letter from Grau and Associates, Inc. for Audit Services for the Town's Fiscal Year 2025 Audit.

Town Attorney Doody read the Resolution by title only.

Mr. Serda advised that the estimated cost of audit services is approximately \$27,000. The Town will need to pay an additional \$4,500 due to federal and state single audit requirements related to the receipt of outside funding from entities such as the Federal Emergency Management Agency (FEMA) and the Florida Department of Environmental Protection (DEP).

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

VI. CONSENT

A. INVOICES FOR APPROVAL

1. CG&A	Invoice #2586089	Oct. 2025	\$81,248.49
2. GCDE	Invoice #74745	Nov. 2025	\$7,252.90
3. GCDE	Invoice #74747	Nov. 2025	\$3,150.00

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

VII. STAFF UPDATES

A. Finance Department

Stephen Bloom, Finance Director, Inframark

Finance Director Stephen Bloom, Inframark, provided a presentation on the 4th quarter of fiscal year (FY) 2024-2025, noting that final review will follow once the audit report is received. He characterized today's figures as preliminary un-audited numbers which will be subject to a significant number of changes before the final audit is complete.

Expenditures from the General Fund exceeded revenue at the end of the year by approximately \$382,000, as expected. This was due in part to a principal interest payment related to a previous loan; without that payment, the General Fund would have been up by roughly \$500,000 for the year. The Town has received 98% of its budget and property taxes, with roughly \$60,000 in 2025 property taxes which have not yet been paid. These funds will remain with their parcels. Staff is preparing a list to identify parcels that have not yet made this payment.

Remaining revenues remain in line with what is expected, and expenses are down. Mr. Bloom characterized these remaining funds as a wash.

Regarding expenditures, the Town remains at 98% of budget, or under budget for the year. All Town Departments are in good condition. \$1.05 million is allocated for debt service payments, with \$141,000 in capital. This is transferred from the General Fund into the Capital Project Fund to cover the costs of individual projects.

Special revenues include community bus service, the Marine Law Enforcement fund grant, building and permitting, and the Code Compliance Fund. Mr. Bloom noted that building and permitting funds must remain with that Department. The Code Compliance Fund includes a surplus of approximately \$807,000, which may be used toward other expenses. Federal forfeiture funds are not budgeted and are currently at \$979,000.

The Town's 2023 beach loan has now been completely paid, leaving the Town with a 2025 beach loan. The Town has budgeted to cover these payments until reimbursements are available.

Capital Projects Fund monies were spent on improvements to the Community Room, installation of the new bocce court, and additional beach monitoring and engineering costs, some of which will be reimbursed with grant funds in the future.

2025 was a favorable year with regard to the Water Fund, which has a surplus of roughly \$143,000. When debt service is removed, a surplus of \$174,000 remains for the year. Mr. Bloom pointed out that a significant part of this surplus is interest income, which cannot be counted upon for future years.

Mr. Bloom continued that revenues are at approximately 103% of the Water Fund's annual budget. He reviewed budget categories including maintenance, debt service, payroll and benefits, and operations.

Fuel costs continued a downward trend throughout 2025, with the average price per gallon remaining at \$3.21. Mr. Serda noted that the Town has spent less on fuel, and clarified that this was specific to the Marine Patrol, where a manpower shortage had occurred.

Mr. Bloom concluded by briefly reviewing the Town's portfolio, noting that a full list of the Town's investments is included in his written report.

B. Police Department

Rob O'Neill, Chief of Police

Police Chief Rob O'Neill reported that the Town's newest Police Officer is now fully operational. He continued that the Department has been recommended for re-accreditation at the Excelsior level. Several Town programs and practices, including Coffee With a Cop, were taken back to the accreditors' agencies as examples of success.

Chief O'Neill continued that the Department has begun preparing emergency kits for individuals in need. These include water, basic items for personal hygiene, protein and electrolytes, and socks. They also include phone numbers for services. All Officers now carry these kits.

Mayor Miller noted that Marine Unit numbers are lower than anticipated. Chief O'Neill replied that this was because the Marine Unit was patrolling less often during the reporting period, as there were some scheduling issues. The Marine Unit is now increasing its activities and numbers, including coordinated efforts with other municipalities to address speeding.

The Commissioners further discussed boating safety, with the clarification that vessels must provide flotation devices for all passengers on board. Chief O'Neill recalled that Police may no longer board vessels to ensure that all safety protocols were being followed; at present, they must have identified a violation in order to stop and/or board a vessel.

C. Building Department

George Folles, Building Official, CG&A

Building Official George Folles stated that plan review inspections within the Town are up to date. Parcel B of the Rosewood project is expected to complete its pours by the beginning of 2026. They are also awaiting permit approval for the removal of invasive species from the dunes. Marina permits have been received from the Florida Department of Environmental Protection (DEP) and Broward County, and are expected to be sent to the Town by the first quarter of 2026. Staff has also met with representatives of the Hillsboro Club, for which several permits have been approved.

D. Code Compliance

Bernard Pita, Code Compliance Supv

Code Compliance Supervisor Bernard Pita reported that there are several ongoing Code cases and Special Magistrate processes, some of which remain stagnant. The Code Compliance summary shows two inspections which resulted in the identification of landscape and property maintenance violations.

It was noted that several beach properties have not installed signage with addresses facing the beach side. Mr. Serda advised that Police have created a list of these properties on both sides, which will be transferred to Code Enforcement is expected to begin in December 2025.

VIII. TOWN MANAGER REPORT

- A. Holiday Program 12/2/2025, 5:30 PM
 - Little Smiles Holiday Toy Drive
 - Underground Utility Update

Mr. Serda stated that the Town's holiday lighting program is scheduled for 5:30 p.m. Notice has been sent to residents that the Town is collecting donations of unwrapped toys at Town Hall and the Police Department for the Little Smiles program.

The Town has made contact with condominium boards located on the south side with regard to the undergrounding utility project. Staff will begin meeting with interested boards to further clarify the size, space, and locations necessary for this project once Florida Power and Light (FPL) is further along in its redesign project, which will begin on the north side. Mr. Serda estimated that the Town is approximately three months from beginning.

Mr. Serda briefly addressed generators, pointing out that Section 795 of Town Code limits the use of generators from Monday through Friday, 9 a.m. until 5 p.m., unless the use is related to an emergency.

With regard to beach erosion as discussed earlier in the meeting, Mr. Serda continued that the Town has a beach management plan, as required by FEMA, which considers a variety of options the Town may take. Mr. Serda confirmed that he would provide the Commissioners with copies of the beach management plan.

IX. TOWN ATTORNEY REPORT

None.

X. TOWN COMMISSION COMMENTS

Commissioner Reiser reported that the condominium forum met on November 17, 2025 and discussed the possibility of requiring permits for flooring replacement in order to prevent property damage. She continued that there was also discussion of allowing "open house" signage in the Town, although property managers were not in favor of this change, as it could result in trespassing in buildings. Most condominiums do not

allow signage on their property. Mayor Miller commented that she would like to hear more from property managers on this topic.

Mr. Serda clarified that the result of the discussion on flooring replacement permits was slight opposition to this proposal, but no one was in favor of allowing open house signage. Requirement of a permit would also elevate the labor costs associated with flooring installation.

The Commissioners discussed flooring permits further, with Mr. Serda noting that while Florida Building Code establishes standards for these installations, it does not require a permit. He emphasized that Florida Building Code requirements are based on product specifications.

Mayor Miller encouraged all residents to attend the holiday lighting ceremony later in the evening.

XI. PUBLIC COMMENTS

At this time Mayor Miller opened the public hearing, which she closed upon receiving no input.

XII. ADJOURNMENT

Motion made by Vice Mayor Ravanesi, seconded by Commissioner Andreano, to approve. In a roll call vote, the **motion** passed unanimously (5-0).

The meeting was adjourned at 11:00 a.m.

ADOPTED THIS _____ DAY OF _____, 2026.

By: _____
Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA AMENDING THE TOWN'S LAND DEVELOPMENT CODE BY CREATING SECTION _____ ENTITLED "REASONABLE ACCOMMODATION"; PROVIDING FOR INTENT, PURPOSE AND DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REASONABLE ACCOMMODATION TO CONFORM WITH LEGISLATION; PROVIDING FOR CONFLICTS; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Hillsboro Beach, Florida hereby finds and declares that the adoption of this ordinance is appropriate, and in the public interest of this community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA:

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town of Hillsboro Beach, Florida hereby creates Section _____ of the Town's Land Development Code as follows:

Sec. _____ . Reasonable Accommodation.

(a) _____ Intent and Purpose, Definitions, Fees.

(1) This Section sets forth the Town's provisions for processing requests for a reasonable accommodation to the Town's residential housing ordinances, rules, policies, and procedures for persons with disabilities as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.) ("ADA").

(2) The Town has considered recent studies commissioned by the City of Delray Beach (titled, "Delray Beach, Florida: Principles to Guide Zoning for Community Residences for People with Disabilities," and dated August, 2017), the City of Pompano Beach (titled, "Pompano Beach, Florida: Principles to Guide Zoning for Community Residences for People with Disabilities," and dated February, 2018), and the City of Fort Lauderdale (titled, "Principles to Guide Zoning for Community Residences for People with Disabilities," and dated February, 13, 2018), which studies were prepared by Mr. Daniel Lauber, AICP, and the study by Daniel Lauber, entitled "Reforming State and Local Zoning for Community Residences for People With Disabilities and for Recovery Communities (River Forest, IL: Planning/Communications, July 2024)". These studies identify significant public purposes of furthering beneficial health goals for certain types of disabled residents, in terms of facilitating community integration and normalization. The studies, in part, conclude that when recovery residences are clustered in an area, or when a recovery residence is located within six hundred and sixty (660) feet from another recovery residence, there are material increased risks that facilitating community integration and normalization will be adversely affected. The regulations in this Section concerning the rebuttable presumptions which arise when recovery residences locate within a six hundred sixty (660) foot separation standard are designed to further such significant public interests.

(3) For purposes of this Section, an "Administrative Appeal" is an available administrative remedy for an applicant to seek review of a Town Manager Determination in

1 certain cases. The remedy involves a de novo, quasi-judicial review of the application which
2 is conducted by the Special Magistrate.

3 (4) A "Community Residence" for purposes of this Section is a residential living
4 arrangement of more than three (3) individuals living together in a single dwelling unit,
5 where: (a) not all of such individuals are related to each other by bonds of consanguinity,
6 marriage, legal adoption, or other qualifying circumstances identified in the definition of
7 "Family" which for purposes of this Section is defined as one (1) or more of such individuals
8 is experiencing a disability; (c) all such individuals are living as a single, functional family;
9 and (d) the disabled resident(s) are in need of the mutual support furnished by other
10 residents of the dwelling unit, as well as any incidental support services, if any, provided
11 there. The residents may be self-governing or supervised by a sponsoring entity or its staff,
12 which provides habilitative or rehabilitative services, related to the residents' disabilities.
13 The Community Residence seeks to emulate a biological family to normalize its residents and
14 integrate them into the surrounding community. Its primary purpose is to provide shelter in
15 a family-like environment, and any treatment is incidental. The supportive inter-
16 relationships between residents are an essential component of a Community Residence. A
17 Community Residence which has received and maintained a reasonable accommodation
18 pursuant to this Section shall be considered a residential "Family" use for the purposes of the
19 Town's land development regulations, so as to implement the policy considerations of the
20 FHA and ADA. A Community Residence does not include any other group living arrangement
21 for unrelated individuals who are not experiencing a disability, nor does the definition
22 include residential facilities for prison pre-parolees or sex offenders. Community Residences
23 do not include community residential homes that are defined in Section 419.001(1)(a),
24 Florida Statutes, as amended, and licensed by the Florida Agency for Persons with
25 Disabilities, the Florida Department of Elderly Affairs, the Florida Agency for Health Care
26 Administration, or the Florida Department of Children and Families. Community Residences
27 include functional family living arrangements of four (4) or more unrelated individuals that
28 reside in recovery residences which are certified by the credentialing entity designated under
29 Section 397.487 of the Florida Statutes, as amended, or which are operated in accordance
30 with the Oxford House Manual C.

31 (5) For purposes of this Section, a "Determination" shall mean a decision on an
32 application for a reasonable accommodation which is made by the Town Manager under the
33 provisions of Subsection (f) of this Section, or by the Special Magistrate under the provisions
34 of this Code. The word "Determine" means to make a Determination.

35 (6) For purposes of this Section, a "disability" is a physical or mental impairment
36 that substantially limits one or more of an individual's major life activities, impairs an
37 individual's ability to live independently, having a record of such impairment, or being
38 regarded as having such an impairment. People experiencing or possessing a "disability" for
39 purposes of this Section do not include individuals who are currently using alcohol or illegal
40 drugs, or who are currently using legal drugs to which they are addicted, or who constitute a
41 direct threat to the health and safety of others. Except as provided in the preceding sentence,
42 an individual experiencing a "disability" is "disabled," and this will include a person that
43 qualifies as disabled or handicapped under the FHA or ADA, or both.

44 (7) For purposes of this Section, a "Lot" shall be as defined in Section 12-125 of
45 this Code.

46 (8) For purposes of this Section, a "pending application" shall mean an
47 application for a reasonable accommodation which has been approved by the Zoning Board
48 of Appeals ("BZA") and for which:

49 a. The Determination has not been made; or,
50 b. For Town Manager Determinations, the Determination has been

51 made, and:
52 1. The thirty (30) day time frame for an Administrative Appeal has not run, or

1 2. If an Administrative Appeal has been sought, either a Final Order of the
2 Special Magistrate has not been rendered but may still be timely made, or if rendered, such
3 Final Order remains subject to judicial review (i.e. by Petition for Writ of Certiorari, and
4 thereafter, further discretionary, appellate review); or,

5 c. For Special Magistrate Determinations, the Determination has been made and
6 remains subject to judicial review (i.e. by Petition for Writ of Certiorari, and thereafter,
7 further discretionary, appellate review).

8 (9) For purposes of this Section, a "reasonable accommodation" is a change,
9 exception, or adjustment to an ordinance, rule, policy, or procedure that may be necessary
10 for a person with a disability to have an equal opportunity to use and enjoy a dwelling,
11 including any public or common-use spaces thereof.

12 (10) There shall be no fee imposed by the Town in connection with an application
13 for a reasonable accommodation under this Section or for an Administrative Appeal of a
14 Town Manager Determination to the Special Magistrate. The Town shall have no obligation
15 to pay an applicant's or intervenor's attorney fees or costs in connection with an application,
16 or an Administrative Appeal, or any other proceeding before the Special Magistrate.

17 (b) Applications for a Reasonable Accommodation.

18 (1) A request for reasonable accommodation shall be made by completing a
19 reasonable accommodation request form. The form shall be developed and modified from
20 time to time by the Planning Department consistent with law, and shall be maintained by the
21 Planning Department.

22 (2) When an applicant has completed the form and information shall be filed with
23 the Planning Department, and the Planning Department shall file stamp the form with the
24 date its filing was accepted, and such form and information shall thereafter be considered an
25 application. The reasonable accommodation application shall contain responses to questions,
26 and any additional information as the applicant may determine is necessary for processing
27 and evaluating the reasonable accommodation request. The reasonable accommodation
28 request form shall be accessible on the Town's web-site and accessible at the Planning
29 Department.

30 (3) The applicant may be the property owner, a tenant, a governmental agency, a
31 parent or guardian of the disabled person, a provider of services to the disabled person, or
32 the disabled person; however, in all cases, if the property owner is not the applicant, the
33 property owner shall join in and consent to the application and shall be treated as an
34 "applicant" for the purposes of this Section. In all cases, the applicant and the property owner
35 shall be responsible to comply with the requirements of this Section, and with the conditions
36 or limitations of the Determination.

37 (4) Should the information provided with a reasonable accommodation request
38 form include medical information or records, including records indicating the medical
39 condition, diagnosis or medical history of a disabled individual, the disabled individual may,
40 at the time such medical information is submitted, request that the Town, to the extent
41 allowed by law, treat such medical information as confidential information of the disabled
42 individual. The Town shall thereafter endeavor to provide written notice to the disabled
43 individual, and the applicant, of any request received by the Town for disclosure of the
44 medical information or documentation which the disabled individual has requested be
45 treated as confidential by the Town. The Town may cooperate with the disabled individual,
46 to the extent allowed by law, in actions initiated by such individual to oppose the disclosure
47 of such medical information or documentation, but the Town shall have no obligation to
48 initiate, prosecute or pursue any such action, or defend against a request for such records, or
49 to incur any legal or other expenses in connection therewith (whether by retention of outside
50 counsel or allocation of internal resources), and the Town may comply with any records
51 request or judicial order without prior notice to the disabled individual.

52 (5) Submittal requirements. The application shall be made, in writing, and shall

include the following information:

a. For all applications:

1. Name and contact information of the applicant;
2. Signature of applicant;
3. Date of application;
4. Owner's consent to the application (it shall be presumed that the owner is as indicated by the most recent ad valorem tax roll information concerning the Lot);
5. Information regarding the Residential Lot or Unit at which a reasonable accommodation is requested, including the address, and ad valorem tax folio number or property identification number;
6. The specific ordinance, rule, policy, or procedure for which the reasonable accommodation is being requested;
7. The specific relief sought by the application and how such relief serves the special needs of the disability at issue;
8. Information concerning whether the relief requested by the applicant is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy housing;
9. If there is to be an on-site supervisor, staff, or manager serving the premises, provide the name and contact information (phone and email) for each, and whether they will reside on the Lot with the disabled persons(s);
10. Relevant information pertaining to the disability;
11. A description of all installations or modifications which have been made to improvements on the Lot after the date of the Lot's most recent closed building permit, or if there are none, an Affidavit of No Change executed by the property owner (for purposes of this Paragraph, the most recent "closed" building permit is that which was: a. issued for improvements or alterations which have passed all inspections and received a Certificate of Occupancy or a Certificate of Completion or equivalent, and b. either: (i) where only building permits meeting the requirements of a. above were issued prior thereto, or (ii) the building permit meeting the requirements of a. above was the first building permit issued for the Lot in question);
12. A description of all installations and modifications to improvements for the Lot which are proposed to be made before or during the time frame the Determination is to be effective;
13. Any other relevant information pertaining to the Lot, and the information solicited by the reasonable accommodation request form;
14. An irrevocable confirmation by the applicant and the property owner (of the Lot) that the Town may inspect the Lot's improvements for compliance with applicable provisions of the Florida Building Code and Florida Fire Prevention Code while the application is pending, and that the Town may, after a Determination is issued which grants the accommodation or grants an alternative accommodation, periodically inspect such improvements, after reasonable notice and during reasonable times, for compliance with the terms and conditions of the Determination; and,
15. The extent of services or programs which will be provided to disabled persons at the Lot, and whether the service provider is licensed or certified.

b. For applications pertaining to or relating to a Community Residence, the following additional submittals or information shall be required:

1. Whether the Community Residence operator or owner is currently certified by the credentialing entity designated under Section 397.487 of the Florida Statutes, as amended (or whether the Community Residence is currently certified by the credentialing entity designated under Section 397.487 of the Florida Statutes, as

amended):

2. Whether the Community Residence is operated in accordance with the Oxford House Manual C;

3. If neither 1. nor 2. are applicable, information concerning:

(i) The identity, education, licensure, and training of staff servicing the Community Residence;

(ii) How the applicant will ensure the home will emulate a biological family;

(iii) How the home will be operated to achieve normalization and community integration;

(iv) If any property line of the Lot on which the Community Residence is proposed is within Six Hundred Sixty (660) Feet of the nearest property line of a Lot where an existing Community Residence is located, measured by airline measurement, information the applicant believes is important to consider in rebutting the presumptions which arise under Paragraph (a)(2) of this Section;

(v) How the rules and practices governing the Community Residence's operation will actually protect residents from abuse, exploitation, fraud, theft, insufficient support, use of illegal drugs or alcohol, and misuse of prescription medications;

(vi) A disclosure of all instances within the two (2) year period preceding the application of any evidence of resident abuse, exploitation, fraud, theft, insufficient support, use of illegal drugs or alcohol, and misuse of prescription medications;

(vii) A disclosure of the steps taken to address matters disclosed in (vi) above, how outcomes are measured for such steps, and the outcomes experienced as a result of such steps; and,

(viii) A disclosure of all services related to resident disabilities that are proposed to be provided and where such services will be provided;

4. The maximum number of individuals who will reside in the dwelling unit for the period of time that the Determination is to be effective; and,

5. Information concerning the relationship between the number of residents and the therapeutic benefits to the Community Residence's disabled residents.

c. If the application is missing any of the required information or additional information is required, the Town shall notify the applicant in writing within thirty (30) days of the date the application was received. The Town shall provide the applicant with thirty (30) days to respond to its request for required or additional information. If the applicant fails to provide the requested information within thirty (30) days, the application for reasonable accommodation shall be deemed abandoned, and the Planning Department shall notify the applicant by First Class Mail that the application has been denied as abandoned. The notice shall include the specific information the Town requested that was not provided as the reason for denial-as-abandoned.

(c) Repetitive Applications, Qualified Stay.

(1) An application for a reasonable accommodation for a Lot shall not be accepted by the Planning Department (including an amendment to a prior application), during any time period:

a. In which the Lot has a pending application for a reasonable accommodation; or,

b. Is within a six (6) month period of time from the later of: 1. the date the most recent prior application for a reasonable accommodation for such Lot was accepted by the Planning Department, or 2. the date the Determination was issued for the most recent prior application for a reasonable accommodation for such Lot (taking into consideration the possibility that an application for a reasonable accommodation may be withdrawn, or may be deemed withdrawn or abandoned, prior to a Determination being made).

1
2 (2) The provisions of Subsection (1) above shall not be applied to prevent a new
3 application for a reasonable accommodation for the subject Lot which is:

4 a. Necessary as a result of new and materially different facts which a reasonable
5 person would conclude were not foreseeable at the time the prior application was filed; and

6 b. Which relate to a different ordinance, rule, policy, or procedure than was
7 (were) at issue in the prior application.

8
9 (3) Qualified automatic stay of enforcement.

10 a. In the absence of either a known specific condition which creates risks to life
11 safety, or a prior Special Magistrate Final Order or a prior Court Final Judgment, after an
12 application for reasonable accommodation is filed with the Planning Department, and during
13 the time frame it is pending before the Town, the Town will take no action to enforce the
14 specific municipal provision, regulation, policy, or condition which is the subject of the
15 application.

16 b. The provisions of paragraph (3)a. above shall not affect the Town's ability to enforce
17 any municipal ordinance, rule, policy, or procedure which is not the subject of the application,
18 or prevent the Town from enforcing any federal or state or County law.

19
20 (d) Planner Advisory Review, other Department Reviews.

21 (1) The Planning Department shall review the application and prepare a report
22 and recommendation. The Planning Department may request and obtain information from
23 other Departments when processing the application, and may ask other Departments to
24 comment on the application. When the Planning Department and recommendation is
25 prepared, the application, the Planner report and recommendation, and any other
26 comment(s) received by the Planning Department from other Departments which are
27 referenced in the Planning Department report and recommendation will be referred to either
28 the Town Manager (for Determinations made pursuant to Section _____ of
29 this Code), or by the Special Magistrate (for Determinations made pursuant to Section
30 _____ of this Code).

31 (2) When the matter involves a modification or termination of a Determination
32 (and the effective date thereof) which is referred by the Town Manager to the Special
33 Magistrate pursuant to Subsection (i)(5) below, the Town Manager may direct one or more
34 municipal Department(s) to issue a report and recommendation concerning the
35 circumstances applicable to the matter in light of the criteria identified in Subsection (i)(5)
36 below.

37 (e) Criteria for Evaluation of an Application for a Reasonable Accommodation.

38
39 (1) In evaluating an application for a reasonable accommodation, the Planning
40 Department, and either the Town Manager or Special Magistrate, as applicable shall consider:

41 a. Whether the requested accommodation is requested by or on the behalf of
42 one or more individuals with a disability protected under federal or state law;

43 b. Whether an accommodation is necessary to provide one or more individuals
44 with a disability an equal opportunity to use and enjoy housing;

45 c. The extent to which the relief requested would serve the special needs of the
46 disability at issue;

47 d. The physical attributes and conditions of the subject Lot and structures and
48 improvements thereon, and whether they are compliant with applicable provisions of the
49 Florida Building Code and Florida Fire Prevention Code;

50 e. Whether the type of accommodation requested or the objective the
51 accommodation seeks will foreseeably impose an undue financial or administrative burden
52 on the Town (to determine these burdens, the Town may consider: 1. prior experience with

1 the applicant or operator, or property owner, or some or all of the foregoing, 2. prior
2 experience at the Lot, 3. prior experience at other properties for which similar types of
3 requests have been approved, 4. the Town's financial resources, and 5. the Town's personnel
4 time and effort expended in the processes and procedures outlined in this Section, in ensuring
5 the conditions and limitations of Determinations are followed, in providing services to the
6 parcel and to other property where like Determinations have been issued, and in enforcing
7 violations of law which relate to the Lot and to other property where like Determinations
8 have been issued);

9 f. Any evidence that the accommodation would result in a threat to the health
10 or safety of individuals;

11 g. The extent to which the accommodation may impair the policy interests
12 served by the ordinance, rule, policy, or procedure affected by the application;

13 h. The extent to which a more tailored exception, modification, or alternative
14 accommodation to the applicable ordinance, rule, policy, or procedure would affect the
15 purposes served by the requested reasonable accommodation without the same degree of 1.
16 foreseeable, accompanying burdens, or 2. impact to the policy considerations underlying the
17 ordinance, rule, policy, or procedure in question, or 3. both 1. and 2.;

18 i. The extent to which the application, if granted, may foreseeably result in
19 violations of other law relating to the premises (e.g. parking);

20 j. Any specific request or directive from any federal or state agency which has
21 been made or received concerning the application; and,

22 k. Information provided by the applicant on the reasonable accommodation
23 request form and information provided by the Planning Department and any other
24 Department concerning the completed application. Information provided by Town
25 Departments may include information concerning a portion of the Town to which certain
26 uniform regulations and requirements or various combinations thereof apply under the
27 provisions of the comprehensive zoning ordinance, as such portion of the Town surrounding
28 the Lot is demarcated in the professional opinion of the Town Planner (the "Surrounding
29 District"). Information provided by Town Departments may include, but not be limited to,
30 zoning and land use information, police incident data, fire rescue data, code enforcement
31 data, false burglar or medical alarm data, census data, on-site and off-site physical conditions,
32 photographs and aerials of subject parcel and of the Surrounding District, Surrounding
33 District information and data (i.e. traffic routes that show the boundaries of the Surrounding
34 District, interior street patterns, significant physical features, both natural and man-made
35 [such as a canals and lakes], population data, school locations, park and recreation amenities,
36 and municipal activity and projects), and any other relevant information concerning the
37 application or issues relevant to the Determination of the application for a reasonable
38 accommodation.

39
40
41 (2) When the application for a reasonable accommodation concerns or involves a
42 Community Residence, in addition to the factors set forth in Subsection (1) above, the
43 Planning Department shall evaluate the following additional criteria, and the Town Manager
44 and Special Magistrate shall not grant the application or an alternative application unless he
45 or she reasonably concludes that the criteria in a., b., and c. below are met:

46 a. The Community Residence:

47 1. Is one whose owner or operator is certified by the credentialing entity
48 designated under Section 397.487 of the Florida Statutes, as amended (or that the
49 Community Residence is certified by the credentialing entity designated under Section
50 397.487 of the Florida Statutes, as amended), or,

51 2. Is operated in accordance with the Oxford House Manual C, or

52 3. Where neither 1. nor 2. is applicable:

- 1 (i) Will be operated in a manner effectively similar to the Community Residences
2 described in 1. or 2.,
3 (ii) Staff, if any, will be adequately trained,
4 (iii) Will emulate a biological family,
5 (iv) Will be operated to achieve normalization and community integration,
6 (v) Rules and practices governing how the home is operated will protect
7 residents from abuse, exploitation, fraud, theft, insufficient support, use of illegal drugs or
8 alcohol, and misuse of prescription medications; and
9 b. The proposed Community Residence will not interfere with the normalization and
10 community integration of the residents of any existing Community Residence and that the
11 presence of other nearby Community Residences will not interfere with the normalization
12 and community integration of the residents of the proposed Community Residence (in this
13 regard, if any property line of the Parcel where a proposed Community Residence is to be
14 located is within Six Hundred Sixty (660) Feet of the nearest property line of a Lot where an
15 existing Community Residence is situate, measured by airline measurement, rebuttable
16 presumptions shall arise that the proposed Community Residence's location will interfere
17 with the normalization and community integration of the residents of such existing
18 Community Residence, and that the location of the existing Community Residence will
19 interfere with the normalization and community integration of the residents of the proposed
20 Community Residence (which rebuttable presumptions shall require clear and convincing
21 evidence to overcome); and
22 c. The primary function and use of the proposed Community Residence is residential,
23 and any services are merely incidental to the residential use of the Lot.
24 (f) Town Manager Determinations.
25 (1) The Town Manager shall have the authority to consider and act on all applications for
26 a reasonable accommodation, except for an application for a Community Residence in which
27 more than six (6) persons will reside. Determinations of applications which can not be
28 authorized by the Town Manager under the provisions of this Subsection shall be made by
29 the Special Magistrate under Subsection (g) of this Section.
30 (2) The Town Manager may choose to refer an application for a reasonable
31 accommodation which he or she is authorized to consider and Determine to the Special
32 Magistrate under Subsection (g) of this Section, and when such referral is made, the
33 Determination and judicial review of same shall be governed by Subsection (g) below, and
34 the Administrative Appeal procedure set forth in Subsection (6) below shall not be available.
35 (3) For those applications considered and Determined by the Town Manager, he or she
36 shall issue a written Determination after considering the criteria specified in Subsection (e)
37 above and may:
38 a. Grant the accommodation request, with or without conditions;
39 b. Grant a portion of the request and deny a portion of the request (which shall be an
40 alternative reasonable accommodation), with or without conditions; or
41 c. Deny the request.
42 Any Determination under (3)(b) or (3)(c) above shall state the grounds therefor.
43 (4) All Town Manager Determinations shall give notice of the applicant's right to an
44 Administrative Appeal to the Special Magistrate under the provisions of Subsection (6)
45 below. The Town Manager's Determination shall be sent to the Town Clerk who shall note
46 the Determination's rendition date (the date the Clerk enters the Determination in the Public
47 Record). The Town Clerk shall then transmit the Determination to the Planning Department.
48 The Determination shall then be sent by the Planning Department to the applicant by certified
49 mail.
50 (5) The Town Manager shall issue a written Determination within sixty (60) days of the
51 date the complete application was received by the Planning Department. The issue date shall
52 be the date the Determination is signed by the Town Manager. Any Determination to approve

1 shall specify is the approval is for the entire application or in part, and with or without
2 conditions. If the Determination is to deny the application, the Town Manager shall provide
3 the written Determination, which shall include specific, objective, evidence-based reasons
4 for the denial and shall also identify any deficiencies or actions necessary for the
5 application to be considered. If the final written Determination is not issued within sixty
6 (60) days after receipt of the completed application, and the parties have not agreed to an
7 extension of the time, the application is deemed approved, pursuant to Fla. Stat. §
8 397.487(15)(b)5.

9
10 (6) Administrative Appeal of Town Manager Determinations, Judicial Review.

11 a. In the event an applicant disagrees with a Town Manager Determination and desires
12 to seek review thereof, the applicant shall file a Notice of Appeal with the Town Clerk within
13 thirty (30) days of the date the Determination is rendered. The Determination shall be
14 rendered the date the Town Clerk certifies that the Determination has been entered into the
15 Town's record. The Notice of Appeal shall describe in sufficient detail the grounds of the
16 Appeal (i.e. the Determination's error and the relief sought).

17 b. The Town Clerk shall forward to the Special Magistrate the record of the proceedings
18 which shall consist of a copy of the application, a copy of the Planning Department report and
19 recommendation, a copy of any Department comment requested by the Planning Department
20 in its report and recommendation, as well as any information submitted by the applicant or
21 by another Department in response to a request for additional information made by the Town
22 Manager prior to the Determination, the Determination, and the Notice of Appeal.

23 c. The Special Magistrate shall conduct a quasi-judicial hearing on the Administrative
24 Appeal. All testimony shall be sworn and cross-examination shall be permitted. Witnesses
25 who refuse to be cross-examined may have their testimony stricken from the proceedings.
26 Formal Rules of evidence shall not apply, but fundamental rights of due process shall be
27 observed and shall govern the proceedings. The Special Magistrate shall allow the applicant
28 an opportunity to present evidence and argument on the matter and shall also allow the Town
29 and any intervenor to present evidence and argument. The Special Magistrate shall rule on
30 all Motions to Intervene at the onset of the quasi-judicial hearing, or at an earlier hearing
31 established for such purpose. The Special Magistrate may consider testimony from members
32 of the public at the hearing. The Special Magistrate shall have the power to impose
33 supplemental rules to govern the proceedings, to issue subpoenas for evidence, to take
34 testimony, under oath, and issue rulings. In the Administrative Appeal, the applicant shall
35 have the burden of persuasion by the preponderance of evidence (except as to rebutting the
36 presumptions created by Section [REDACTED] of this Code, which require clear and
37 convincing evidence), and shall have the burden of going forward with the evidence. The
38 Town may be represented by any Town Department, or by an attorney. The applicant and
39 any intervenor may be represented by an attorney if they desire.

40 d. The scope of review of the Special Magistrate shall be de novo, and the Special
41 Magistrate may grant the application with or without conditions, grant an alternative
42 accommodation with or without conditions, or deny the accommodation. The Special
43 Magistrate shall consider the factors specified in Section [REDACTED] of this Code, the
44 record, and the evidence presented at the hearing in making his or her decision. The decision
45 of the Special Magistrate on an Administrative Appeal shall be evidenced by a Final Order,
46 and the Town Clerk shall send a copy of the Final Order to the applicant, and any intervenor
47 as soon as possible after rendition by First Class Mail.

48 e. The Town shall provide notice of the quasi-judicial hearing concerning the
49 Administrative Appeal to the applicant and any intervenors by certified mail, at least fourteen
50 (14) days prior to the quasi-judicial hearing. The Town shall also provide notice of the quasi-
51 judicial hearing, by First Class Mail, to all property owners within Three Hundred Feet (300')

1 of the Lot for which the reasonable accommodation is requested, as their names and
2 addresses appear on the most recent County real property ad valorem tax roll, at least
3 fourteen (14) prior to the quasi-judicial hearing. The notice of the quasi-judicial hearing shall
4 be posted outside of Town Hall for at least three (3) days prior to the quasi-judicial hearing.
5 The Special Magistrate shall render a decision on the Administrative Appeal as soon as
6 reasonably practicable, but in any event, no later than sixty (60) days after the Notice of
7 Appeal is filed, unless the applicant and Town agree to an extension of such time period. In
8 the event the Special Magistrate fails to meet the required timetable, the Determination shall
9 be deemed quashed, and shall be returned to the Town Manager to make another, different
10 Determination within a thirty (30) day time frame.

11 f. The Town, the applicant, or an intervenor may file a Motion for a re-hearing of the
12 matter within ten (10) days of the date the Magistrate Final Order is rendered. The Magistrate
13 shall not be required to conduct a hearing to determine whether or not to grant the Motion.
14 The filing of a Motion for a re-hearing shall not toll or affect the time periods within which
15 the applicant or an intervenor is required to seek judicial review as provided in the next
16 paragraph g. below.

17 g. In the event the applicant or an intervenor, or both, disagrees with a Special
18 Magistrate Final Order on an Administrative Appeal, he or she may seek judicial review by
19 filing a Petition for Writ of Certiorari in the Circuit Court of the 17th Judicial Circuit in and for
20 Broward County Florida within thirty (30) days of the Final Order's rendition. The Final
21 Order shall be rendered the date the Code Enforcement Clerk certifies that the Final Order
22 has been entered into the Town's public record.

23 (g) Special Magistrate Determinations, and Proceedings to Modify or Terminate
24 Determinations.

25 (1) Determinations of applications for a reasonable accommodation.

26 a. The Special Magistrate shall have jurisdiction to consider and Determine all
27 applications for a reasonable accommodation which the Town Manager is not authorized to
28 Determine.

29 b. The Special Magistrate shall have jurisdiction to consider all applications for a
30 reasonable accommodation which are referred to the Special Magistrate by the Town
31 Manager pursuant to Subsection (f)(2) above.

32 c. Within thirty (30) days of the date the Planning Department accepted the application,
33 the Planning Department shall forward to the Town Clerk a copy of the application, a copy of
34 the Planning Department report and recommendation, a copy of any Department comment
35 referenced by the Planning Department in its report and recommendation, as well as any
36 information submitted by the applicant.

37 d. The Town Clerk shall open a Case file, assign a Case Number to the Case file, and note
38 the date the Case file was opened. In conjunction with the Town Clerk, the Town Clerk shall
39 set the matter for a Special Magistrate hearing.

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44 e. The caption of the Case shall be as follows:

45 SPECIAL MAGISTRATE
46 TOWN OF HILLSBORO BEACH, FLORIDA

47 Case No. _____

48 In re:

49 Application for a Reasonable
50 Accommodation for Property

51 having a Address of:
52 _____

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2 f. The Town shall provide notice of the quasi-judicial hearing concerning the Special
3 Magistrate Determinations to the applicant, the property owner (who shall be treated as an
4 applicant for purposes of this Section as identified by the most recent ad valorem tax roll),
5 and any known intervenors by certified mail, at least fourteen (14) days prior to the quasi-
6 judicial hearing. The Town shall also provide notice of the quasi-judicial hearing, by First
7 Class Mail, to all property owners within Three Hundred Feet (300') of the Lot for which the
8 reasonable accommodation is requested, as their names and addresses appear on the most
9 recent County real property ad valorem tax roll, at least fourteen (14) days prior to the quasi-
10 judicial hearing. The notice of the quasi-judicial hearing shall be posted outside of Town Hall
11 for at least three (3) days prior to the quasi-judicial hearing.

12 g. The Special Magistrate shall conduct a quasi-judicial hearing on the application. All
13 testimony shall be sworn and cross-examination shall be permitted. Witnesses who refuse to
14 be cross-examined may have their testimony stricken from the proceedings. Formal Rules of
15 evidence shall not apply, but fundamental rights of due process shall be observed and shall
16 govern the proceedings. The Special Magistrate shall allow the applicant an opportunity to
17 present evidence and argument on the matter and shall also allow the Town and any
18 intervenor to present evidence and argument. The Special Magistrate shall rule on all Motions
19 to Intervene at the onset of the quasi-judicial hearing, or at an earlier hearing established for
20 such purpose. The Special Magistrate may consider testimony from members of the public at
21 the hearing. The Special Magistrate shall have the power to impose supplemental rules to
22 govern the proceedings, to conduct preliminary hearings, to issue subpoenas for evidence, to
23 take testimony, under oath, and issue rulings. In these proceedings, the applicant shall have
24 the burden of persuasion by the preponderance of evidence (except as to rebutting the
25 presumption created by Section [REDACTED] of this Code which requires clear and
26 convincing evidence), and shall have the burden of going forward with the evidence. The
27 Town may be represented in the proceedings by any Town Department, or by an attorney.
28 The applicant and any intervenors may be represented by an attorney if they desire.

29 h. The Special Magistrate may grant the application with or without conditions, grant an
30 alternative accommodation with or without conditions, or deny the application. The Special
31 Magistrate shall consider the factors specified in Section [REDACTED] of this Code, the
32 Planning report and recommendations (which may include information from other
33 Departments), the record, and the evidence presented at the hearing in making his or her
34 Determination. The Determination of the Special Magistrate shall be evidenced by a Final
35 Order, and the Town Clerk shall send a copy of the Final Order to the applicant, and any
36 intervenor as soon as possible after rendition by First Class Mail.

37 i. The Special Magistrate shall render a decision on the application as soon as
38 reasonably practicable, but in any event, no later than sixty (60) days after the Case is opened
39 by the Town Clerk, unless the applicant, Town, or an intervenor demonstrates that undue
40 prejudice would result, in which case the Special Magistrate may grant a reasonable
41 extension to the sixty (60) day timeframe, provided such extension does not to exceed an
42 additional thirty (30) days. In the event the Special Magistrate fails to meet the required
43 timetable within which to render a Determination, the application shall be deemed granted.

44 j. The Town, the applicant, or an intervenor may file a Motion for a re-hearing of the
45 matter within ten (10) days of the date the Magistrate Final Order is rendered. The Magistrate
46 shall not be required to conduct a hearing to determine whether or not to grant the Motion.
47 The filing of a Motion for a re-hearing shall not toll or affect the time periods within which
48 the applicant or an intervenor is required to seek judicial review as provided in the next
49 paragraph k.

50 k. In the event the applicant, or an intervenor, or both, disagrees with a Special
51 Magistrate Determination, he or she may seek judicial review by filing a Petition for Writ of
52 Certiorari in the Circuit Court of the 17th Judicial Circuit in and for Broward County Florida

within thirty (30) days of the Final Order's rendition. The Final Order shall be rendered the date the Code Enforcement Clerk certifies that the Final Order has been entered into the Town's public record.

(2) Special Magistrate proceedings to modify or terminate a Determination.

a. The Special Magistrate shall have jurisdiction to consider a modification or termination of a Determination (and the effective date thereof), when the Town Manager refers such a matter to the Town Clerk pursuant to Subsection (i)(5) below.

b. Upon receiving a referral, the Town Clerk shall open a Case file, assign a Case Number to the Case file, and note the date the Case file was opened. The Town Clerk shall also advise any Department which has been requested by the Town Manager to provide a report and recommendation of the date the case file was opened.

c. The caption of the Case shall be as follows:

SPECIAL MAGISTRATE
TOWN OF HILLSBORO BEACH

Case No. _____

In re:

Modification or Termination of a
Reasonable Accommodation for Property

having an Address of:

_____ /

d. Within thirty (30) days of the date the case was opened, any Department which has been so directed by the Town Manager shall forward to the Town Clerk a copy of its report and recommendation.

e. The Town Clerk shall set the matter for a Special Magistrate hearing.

f. The Town shall post a notice of the hearing on the Lot for which the reasonable accommodation at issue was granted (the "subject Lot"), at least ten (10) days prior to the quasi-judicial hearing. The Town shall also provide notice of the Special Magistrate quasi-judicial hearing concerning the case to the applicant of the reasonable accommodation at issue (as their name and address appeared on the application), and any known intervenors by certified mail, at least fourteen (14) days prior to the quasi-judicial hearing. The Town shall also provide notice of the quasi-judicial hearing, by First Class Mail, to all property owners within Three Hundred Feet (300') of the subject Lot, as their names and addresses appear on the most recent Broward County real property ad valorem tax roll, at least fourteen (14) days prior to the quasi-judicial hearing. The notice of the quasi-judicial hearing shall also be posted outside of Town Hall for at least three (3) days prior to the quasi-judicial hearing.

g. The Special Magistrate shall conduct a quasi-judicial hearing on the matter. All testimony shall be sworn and cross-examination shall be permitted. Witnesses who refuse to be cross-examined may have their testimony stricken from the proceedings. Formal Rules of evidence shall not apply, but fundamental rights of due process shall be observed and shall govern the proceedings. The Special Magistrate shall allow the applicant an opportunity to present evidence and argument on the matter and shall also allow the Town and any intervenor to present evidence and argument. The Special Magistrate shall rule on all Motions to Intervene at the onset of the quasi-judicial hearing, or at an earlier hearing established for such purpose. The Special Magistrate may consider testimony from members of the public at the hearing. The Special Magistrate shall have the power to impose supplemental rules to govern the proceedings, to conduct preliminary hearings, to issue subpoenas for evidence, to take testimony, under oath, and issue rulings. In these proceedings, the Town shall have the burden of persuasion by the preponderance of evidence, and shall have the burden of going forward with the evidence. The Town may be represented in the proceedings by any Town Department, or by an attorney. The applicant and any intervenors may be represented by an attorney if they desire.

1 h. The Special Magistrate may modify or terminate the Determination. The Special
2 Magistrate shall consider the report and recommendations of any Department, the record,
3 the evidence presented at the hearing, and the criteria set forth in in Section [REDACTED]
4 of this Code. The decision of the Special Magistrate shall be evidenced by a Final Order, and
5 the Town Clerk shall send a copy of the Final Order to the applicant, and any intervenor as
6 soon as possible after rendition by First Class Mail.

7 i. The Special Magistrate shall enter a Final Order on the matter as soon as reasonably
8 practicable, but in any event, no later than sixty (60) days after the Case is opened by the
9 Clerk of the Magistrate, unless the applicant, Town, or an intervenor demonstrates that undue
10 prejudice would result, in which case the Special Magistrate may grant a reasonable
11 extension to the sixty (60) day timeframe, provided such extension does not to exceed an
12 additional thirty (30) days. In the event the Special Magistrate fails to meet the required
13 timetable, the Determination which is the subject of the proceedings shall be deemed to have
14 not been modified or terminated.

15 j. The Town, the applicant, or an intervenor may file a Motion for a re-hearing of the
16 matter within ten (10) days of the date the Magistrate Final Order is rendered. The Magistrate
17 shall not be required to conduct a hearing to determine whether or not to grant the Motion.
18 The filing of a Motion for a re-hearing shall not toll or otherwise affect the time period within
19 which the applicant or an intervenor is required seek judicial review as provided in the next
20 paragraph k.

21 k. In the event the applicant, or an intervenor, or both, disagrees with a Special
22 Magistrate Final Order, he or she may seek judicial review by filing a Petition for Writ of
23 Certiorari in the Circuit Court of the 17th Judicial Circuit in and for Broward County Florida
24 within thirty (30) days of the Final Order's rendition. The Final Order shall be entered the
25 date it is signed by the Special Magistrate, and it shall be deemed rendered the date the Code
26 Enforcement Clerk certifies that the Final Order has been entered into the Town's public
27 record.

28 (h) Expiration Recertification of Determination.

29 (1) For purposes of establishing the initial time period within which a Determination
30 shall remain viable before it expires unless it is recertified, the following schedule is
31 established:

32 a. For applications filed and accepted by the Planning Department on or between July
33 15 of a calendar year and January 14 of the next succeeding calendar year, any granted
34 Determination (for an accommodation or alternative accommodation) shall expire on the
35 September 30 which next succeeds the January 14 date, unless such Determination is
36 recertified as provided in Subsection (2).

37 b. For applications filed and accepted by the Planning Department on or between
38 January 15 of a calendar year and July 14 the same calendar year, any granted Determination
39 (for an accommodation or an alternate accommodation) shall expire on September 30 of the
40 next ensuing calendar year, unless such Determination is recertified as provided in
41 Subsection (2).

42 (2) For a viable Determination to be recertified, a new application for a reasonable
43 accommodation shall need to be accepted by the Planning Department on or between April
44 30 and July 1 of the calendar year in which the Determination shall expire, and a new
45 Determination issued by September 1 of such calendar year. In the event this occurs, the
46 Determination shall be considered "recertified" and shall be valid until September 30 of the
47 next ensuing calendar year, at which time it shall expire, unless the Determination receives
48 another recertification pursuant to the timetable set forth in this Subsection (2). There shall
49 be no limit on the number of times a Determination can be recertified.

50 (3) Failure to recertify a Determination shall result in the expiration of the approved
51 reasonable accommodation.

52 (4) Recertification requests shall follow the same requirements as the initial request for

a reasonable accommodation as set forth in this Section.

(i) Violations, Penalties and Modification or Termination.

(1) Any property owner, operator, or other person who may be an applicant under this Section who falsifies or conceals material information in such applicant's application for reasonable accommodation or any recertification has committed a violation of this Code and is subject to the penalties set forth in this Section.

(2) Any property owner, operator, or other person who may be an applicant under this Section who causes, permits, facilitates, aids, or abets any violation of any provision of the granted reasonable accommodation or granted alternative reasonable accommodation has committed a violation of this Code and is subject to the penalties set forth in this Section.

(3) Any property owner, operator, or other person who may be an applicant under this Section who fails to perform any obligation, act or duty as contemplated in this Section or as set forth in the granted reasonable accommodation or granted alternative reasonable accommodation has committed a violation of this Code and is subject to the penalties set forth in this Section.

(4) The penalties and prosecution methods for a violation of the Code as specified in this Section may be by any of the following:

a. The Town may prosecute violations under Chapter [REDACTED], and subject the violator to the penalties prescribed thereunder.

b. The Town may prosecute a violation of this Section under [REDACTED]:

1. For the first Civil Citation, the civil penalty shall be Two Hundred Fifty Dollars (\$250). If the violator chooses to contest the Civil Citation, the maximum penalty shall be Two Hundred Fifty Dollars (\$250) per Civil Citation.

2. For a repeat violation, the civil penalty shall be Five Hundred Dollars (\$500). If the violator chooses to contest the Civil Citation, the maximum penalty shall be Five Hundred Dollars (\$500) per Civil Citation.

c. The Town may prosecute a violation of this Code under Section 5, and if desired, of this Code.

(5) False or failure to disclose material information.

a. If at any time during the period for which the Determination is effective it is determined by the Town Manager that: 1. a material statement contained in the application, or material information provided by the applicant, was false when provided, or 2. the applicant omitted material information, or failed to disclose material information, the omission of which would cause a reasonable person to conclude that the application was misleading, or 3. that applicant has on more than two (2) occasions failed to perform any obligation, act or duty as contemplated in this Section or as set forth in a granted Determination, or 4. some or all of 1.—3., the Determination shall be subject to modification or termination. The Town Manager may refer all such matters to the Town Clerk for scheduling of a hearing pursuant to procedures of Subsection (g)(2).

b. If such a referral is made, the Town Manager may determine whether any Department should be directed to furnish a report and recommendation to the Special Magistrate as provided by Subsection (d)(2) above, and if such a direction is made, he or she shall advise the Town Clerk.

c. In the event the Determination is modified by the Special Magistrate, the modified Determination shall be considered the "viable Determination" for purposes of recertification under Subsection (h)(2) of this Section, regardless of any intervening applications for recertification and any approvals thereof.

d. In the event the Determination is terminated by the Special Magistrate, a new application for the same Determination shall not be accepted by the Town for a period of one (1) year, and the termination shall terminate all intervening applications for re-certification of such Determination and any approvals thereof.

(6) In addition to the remedies specified in this Section to address violations, the Town may exercise and seek any and all remedies provided by law.

(j) Other General and Implementing Provisions.

(1) The Town shall display a notice on the Town's website (and shall maintain copies of the notice available for review in the Planning Department, and the Town Clerk's Office), advising the public that disabled individuals (and qualifying persons or entities) may request reasonable accommodation as provided herein. The Town will also display a notice on its website.

(2) The Town shall provide such clerical assistance and clerical accommodation as may be required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, so as to ensure the reasonable accommodation process is accessible to persons experiencing disabilities.

(3) All Determinations granting a reasonable accommodation or alternative accommodation prior to (the effective date of this Ordinance) shall expire on September 30, 2021.

(4) All owners of residential real property shall have 90 calendar days subsequent to (the effective date of this Ordinance) to apply for a reasonable accommodation where:

a. The use of such property on (the effective date of this Ordinance) is in violation of the Town Code provisions for "Family" use (the definition of which in Section _____ of this Code limits to not more than three (3) individuals who are not interrelated from occupying the whole or part of: 1. a single-family home, or 2. a single-family dwelling, or 3. a dwelling unit in a building containing multi-family dwelling units), and,

b. Such use would not be in such violation if a reasonable accommodation was granted pursuant to this Section.

In the event an application is not timely filed as required by this Subsection (4), or thereafter a Determination granting an accommodation or an alternate accommodation is not issued in accordance with the provisions of this Section, the violation shall be subject to the provisions of Section _____ above.

Section 3. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be construed as eliminated and shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification of this Ordinance is hereby directed and authorized.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2026.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH,

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney

ORDINANCE NO. 2025-05
Certified Recovery Residences (First Reading)
Record of Vote | Hillsboro Beach Town Commission

	<u>YES</u>	<u>NO</u>
Mayor Dawn Miller	<input type="checkbox"/>	<input type="checkbox"/>
Vice Mayor David Ravanese	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Vinnie Andreano	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Jane Reiser	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heather Berman	<input type="checkbox"/>	<input type="checkbox"/>



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Laws of Florida (Senate Bill 954) - Recovery Residence/ Ordinance

Submitting Department: Town Attorney/ Town Manager

Agenda Date: January 6, 2026

BACKGROUND / HISTORY

Senate Bill 954, which updates Chapter 397, Florida Statutes, was signed by the governor on June 25, 2025 and went into effect on July 1, 2025, requires municipalities to adopt an ordinance establishing procedures for the review and approval of certified recovery residences. The new law also requires municipalities to have a process for requesting reasonable accommodation from any local land use regulation that serves to prohibit such residences.

CURRENT ACTIVITY

The Town currently does not have a provision in its code of ordinances that allows someone who wishes to establish a Community Residence to apply for and receive approval, which the new statute requires.

REQUIREMENTS OF THE NEW LAW

The primary requirement of the new law is that a municipality have an ordinance that sets out a procedure for review and approval of a certified recovery residence. The main requirement of this part of the statute is that the ordinance comply with the Fair Housing Amendments Act (“FHA”) and the Americans with Disabilities Act (“ADA”).

In order to comply with the primary purpose of the new law, the Town should amend its code to provide for procedures for the review and approval of certified recovery residences within its jurisdiction.

RECOMMENDATION

State law requires the Town of Hillsboro Beach to enact an ordinance establishing an application process for the review and approval of recovery residences within the Town.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2025-52 Palm Beach County ILA First Amendment for Public Safety Radio System
Resolution of the Town Commission of the Town of Hillsboro Beach, Florida
Approving and Authorizing the Appropriate Town Officials to Execute the First Amendment to the InterLocal Agreement with Palm Beach County Renew Agreement to Provide the Town of Hillsboro Beach Access to the Common Talk Groups Established on the County's Public Safety Radio System for Interoperability.

Submitting Dept: Police, LaToya Little, Office Assistant

Agenda Date: January 6, 2026

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Cover Memo - PBC ILA Radio System Amend
 2. Resolution
 3. Renewal Amendment - Hillsboro Beach
 4. 2021 Contract Agreement
 5. Email from Palm Beach County



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Renewal of our Interlocal Agreement with Palm Beach County Public Safety Radio System.

Submitting Department: Police Department, Chief Robert M. O'Neill

Agenda Date: January 6, 2026

BACKGROUND / HISTORY

Prior to entering into our original agreement in 2021, we switched over to the P25 Broward County radio system. It gave us the availability to have our radios function with all the municipalities in Broward County and Palm Beach County.

CURRENT ACTIVITY

Renewal of this agreement will continue this functionality enabling us to communicate Palm Beach County municipalities and the Palm Beach County Sheriff's Department. With our jurisdiction located in northern Broward County, there is always a possibility that we may need assistance from Palm Beach County agencies. We have programmed zone space on our radio template for the Palm Beach County Radio System.

FINANCIAL IMPACT

There is no additional cost associated with this Interlocal Agreement renewal.

RECOMMENDATION

It is recommended that the Commission approve and accept the Interlocal Agreement renewal with Palm Beach County.

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RESOLUTION NO. 2025-52

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY RENEW AGREEMENT TO PROVIDE THE TOWN OF HILLSBORO BEACH ACCESS TO THE COMMON TALK GROUPS ESTABLISHED ON THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM FOR INTEROPERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town Officials to Execute the First Amendment to the Interlocal Agreement with Palm Beach County Renew Agreement to Provide the Town of Hillsboro Beach access to the Common Talk Groups established on the County's Public Safety Radio System for Interoperability.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and is hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town Officials to Execute the First Amendment to the Interlocal Agreement with Palm Beach County Renew Agreement to Provide the Town of Hillsboro Beach access to the Common Talk Groups established on the County's Public Safety Radio System for Interoperability. A copy of the Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ___ day of _____ 2025.

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC

RESOLUTION NO. 2025-52
Palm Beach County ILA First Amendment for Public Safety Radio System
Record of Vote | Hillsboro Beach Town Commission

	<u>YES</u>	<u>NO</u>
Mayor Dawn Miller	<input type="checkbox"/>	<input type="checkbox"/>
Vice Mayor David Ravanese	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Vinnie Andreano	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Jane Reiser	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heather Berman	<input type="checkbox"/>	<input type="checkbox"/>

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Interlocal Agreement R2021-0419 dated April 6, 2021, (“Agreement”) is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and the Town of Hillsboro Beach, a municipal corporation of the State of Florida (“Municipality”).

In consideration of the mutual promises contained herein, the County and Municipality agree as follows:

1. The term of the Agreement is renewed beginning on April 6, 2026, and continuing through April 5, 2031, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 20 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 20: NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

3. Section 26 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Municipality warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Municipality’s contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

26.02 County shall terminate this Agreement if it has a good faith belief that Municipality has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

4. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Municipality and County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

**MICHAEL A. CARUSO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Jennifer Ferriol, Director
Facilities Development & Operations

ATTEST:

**TOWN OF HILLSBORO BEACH, a
municipal corporation of the State of
Florida**

By: _____
Sherry D. Henderson, Town Clerk

By: _____
Dawn Miller, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Donald J. Doody, Attorney

INTERLOCAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this APR 06 2021 day of _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the Town of Hillsboro Beach a municipal corporation of the State of Florida ("Municipality").

WITNESSETH

WHEREAS, the County and the Municipality are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the Municipality; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Municipality have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Municipality can access the Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of interoperability; and

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

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the Municipality to participate in the operational decisions relating to the use of the Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.02 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.03 Municipality Equipment: Also known as "agency radios," are Municipality owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

2.04 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.05 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.06 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.07 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. The Palm Beach County Electronic Services & Security Division's System Manager will be the Municipality's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is

responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The Municipality shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Municipality by the System Manager. The Municipality agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Municipality shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: MUNICIPALITY EQUIPMENT AND RESPONSIBILITIES

5.01 Municipality Equipment. The Municipality's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Municipality. The Municipality will be required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to Common Talk Groups. The Municipality will only program the Common Talk Groups and the individual unit ID numbers assigned by the System

Manager as part of this Agreement. The Municipality will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Municipality Contacts. The Municipality shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Municipality or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Municipality shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Municipality's equipment. *The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.* The access codes are to be treated as confidential information and the Municipality is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Municipality agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Municipality shall be considered authorized to receive access and programming codes for the maintenance of the Municipality's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Municipality plans to use commercial services for its system or subscriber unit maintenance, the Municipality must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the Municipality does not have employees capable of programming Municipality radio equipment or prefers to have others program Municipality radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Municipality's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Municipality uses a commercial service provider to program Municipality radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Municipality radio equipment with the Common Talk

Groups, the Municipality must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Municipality and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Municipality intends to use a commercial service provider to program Municipality radio equipment with the Common Talk Groups, the Municipality shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Municipality to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Municipality's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Federal Shared Encryption Key. The County's System is configured to allow for end to end encryption. If the Municipality desires encryption, the Municipality must request a CKR assignment from the County's System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County's System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the Municipality requests use of the Key, the Municipality shall be

responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the Municipality shall be considered authorized to receive access to the Key. ***Commercial service providers are not considered authorized to receive access to the Key.*** Keyloading of the Municipality's end user radios must only be done by the Municipality itself or another authorized law enforcement agency. The Municipality must also store the Municipality's encryption key loader(s) in a secure and locked location when not in use. The Municipality shall immediately notify the County's System Manager if the Municipality has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The Municipality shall not program the Key into any non-law enforcement radio. The Municipality must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The Municipality shall not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the Municipality's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

5.06 Malfunctioning Municipality Equipment. The Municipality is solely responsible for the performance and the operation of the Municipality equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Municipality owned equipment; the County will request that the Municipality discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Municipality in writing if the device is causing interference to the System.

5.07 Stolen or Lost Municipality Radios. In the case of lost or stolen equipment, the Municipality will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Municipality to re-activate a disabled radio must be in writing by e-mail to the System Manager.

SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY MUNICIPALITY

The Municipality will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The Municipality will provide the following information to the County:

- Radio manufacturer and model numbers.
- Radio serial numbers.
- Requested aliases to be programmed.

The System Manager will then compile this information and transmit back to the Municipality a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Municipality's radios being activated on the County's Public Safety Radio System. The Municipality is responsible for adhering to the Talk-Group and Radio ID allocations established

by the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

7.01 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

Typical Usage Scenario:

- A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
- The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
- The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.02 Approved Uses. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

7.03 Prohibited Uses. The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.04 Required Monitoring. Agencies requesting to use the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective

dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The Municipality has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Municipality with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Municipality.

8.02 No Waiver of Sovereign Immunity. The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Municipality pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Municipality shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Municipality waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Municipality shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Municipality's radios from the County's System. It will be the responsibility of the Municipality to reprogram the Municipality's radios removing the County's System information from the radios. The Municipality will complete reprogramming the Municipality's radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

Hillsboro Beach / Radio Talk Group

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Municipality:

Town Manager
William Serda
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Town Clerk
Sherry D. Henderson
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

With copies to:

Chief of Police
Jay Szesnat
1210 Hillsboro Mile, Suite B
Hillsboro Beach, FL 33062

Town Attorney:
Donald J Doody
3099 East Commercial Blvd. Suite 200
Fort Lauderdale, FL 33308

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this

Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Municipality unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Municipality's officers.

**SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

Municipality may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against

an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Municipality hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Municipality Council.

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Municipality warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, which requires, in part, that no later than January 1, 2021, Municipality shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Municipality's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

26.02 County shall terminate this Agreement if it has a good faith belief that Municipality has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

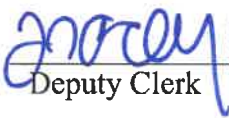
R2021 0419

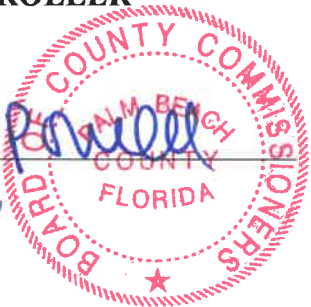
ATTEST:

APR 06 2021

JOSEPH ABRUZZO
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: 
Deputy Clerk

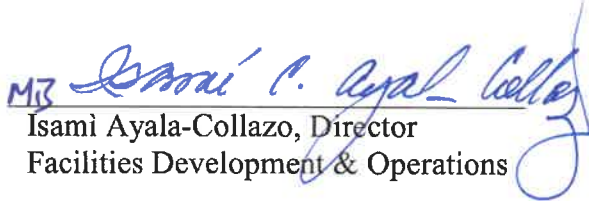


By: 
Dave Kerner, Mayor


APPROVED AS TO LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
County Attorney

By: M3 
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

By: 
Sherry D. Henderson, Town Clerk

MUNICIPALITY: Town of Hillsboro Beach, a municipal corporation of the State of Florida

By: 
Deborah L. Tarrant, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Donald J. Doody, Attorney



ATTACHMENT I

**PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES**

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan

Sherry D. Henderson

Subject: FW: Radio Agreement - Town of Hillsboro Beach - First Renewal Amendment
Attachments: Renewal Amendment - Hillsboro Beach.pdf; R2021-0419 Hillsboro Beach.pdf

From: Reyaz Ali D. <RDAl@pbc.gov>
Sent: Friday, December 12, 2025 9:16 AM
To: Robert O'Neill <roneill@townofhillsborobeach.com>
Cc: Mac Serda <mserda@townofhillsborobeach.com>; shenderson@townofhillsborobeach.com; ddoody@cityatty.com; jpuigliese@townofhillsborobeach.com; Melicia Wilson S. <MSWilson@pbc.gov>
Subject: RE: Radio Agreement - Town of Hillsboro Beach - First Renewal Amendment

Good morning Chief Robert,

Attached for your review and execution is the renewal amendment to the radio agreement between Palm Beach County and the Town of Hillsboro Beach. This amendment extends the term of the agreement, modifies Section 20 (Non-Discrimination) and Section 26, E-Verify – Employment Eligibility.

For your reference, I have also included a copy of the current agreement, which was executed in 2021 and is set to expire on April 5, 2026.

Kindly return the partially executed document by **Monday, January 12, 2026**.

You may return the signed agreement using either of the following methods:

1. **By Mail:** Print and execute **two (2) single-sided originals in blue ink**, then mail them to my attention at:
Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411
2. **By Email:** Either **execute the amendment electronically** or **sign a printed copy in blue ink, scan it, and return it via email**. If choosing this option, please note that you will receive only an electronic copy of the fully executed agreement.

Please **do not date the amendment**, as it will be dated upon execution by the **Palm Beach County Board of County Commissioners**.

If you have any questions or require further clarification, please feel free to reach out.

Thank you for your time and attention.

Reyaz Ali
Contract Management Specialist | Business Operations Division
Palm Beach County, Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411
Phone: 561-233-2544



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

**Agenda Item: Resolution No. 2025-53 Deerfield Beach ILA for Fire & Emergency Rescue Services
Resolution of the Town Commission of the Town of Hillsboro Beach, Florida
Approving and Authorizing the Appropriate Town Officials to Execute the
Interlocal Agreement with the City of Deerfield Beach to Provide Fire and
Emergency Medical Services.**

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: January 6, 2026

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Resolution
2. Interlocal Agreement DFB & TOHB Fire & Emergency Rescue Svcs

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RESOLUTION NO. 2025-53

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT WITH THE CITY OF DEERFIELD BEACH TO PROVIDE FIRE AND EMERGENCY MEDICAL SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town Officials to execute the Interlocal Agreement with the City of Deerfield Beach to provide Fire and Emergency Medical Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and is hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town Officials to execute the Interlocal Agreement (ILA) with the City of Deerfield Beach to provide Fire and Emergency Medical Services. A copy of the ILA is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ___ day of _____ 2025.

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC

RESOLUTION NO. 2025-53
Deerfield Beach ILA for Fire & Emergency Rescue Services
Record of Vote | Hillsboro Beach Town Commission

	<u>YES</u>	<u>NO</u>
Mayor Dawn Miller	<input type="checkbox"/>	<input type="checkbox"/>
Vice Mayor David Ravanese	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Vinnie Andreano	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Jane Reiser	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heather Berman	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION NO. 2025/195

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF HILLSBORO BEACH FOR FIRE AND EMERGENCY MEDICAL SERVICES FOR A ONE YEAR TERM WITH FOUR, ONE YEAR RENEWAL OPTIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the Town of Hillsboro Beach (the “Town”) presently does not maintain a fire and emergency medical services department with firefighting and emergency medical equipment and personnel; and

WHEREAS, the City of Deerfield Beach (the “City”) currently receives fire and emergency medical services pursuant to the transition provisions of a contract with the Broward Sheriff’s Office (the “BSO Contract”); and

WHEREAS, Section 163.01, Florida Statutes, authorizes governmental entities to enter into interlocal agreements to provide for aid and assistance, such as for fire and emergency medical services; and

WHEREAS, for several years, the City has provided fire and emergency medical services (the “Services”) to the Town through an interlocal agreement; and

WHEREAS, the City currently, through the BSO Contract during the transition period or through a new BSO contract, has the capacity to service Hillsboro Beach; and

WHEREAS, the Town and the City desire to enter into an interlocal agreement, attached as Exhibit “1”, for a one year term, with four, one year renewal options, for the City to provide Services to the Town (the “Interlocal Agreement”); and

WHEREAS, recognizing that the facilities are owned by the City and that the Services to be provided to the Town are being paid for by the City, the Town has agreed to compensate the City for the Services to the Town in the amount of \$1,087,127.64 for Fiscal Year 2026; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Interlocal Agreement with the Town, attached as Exhibit “1”, for the provision of the Services to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Resolution 2025/195

Section 2. The City Commission hereby approves the Interlocal Agreement with the Town, attached as Exhibit "1", for the provision of the Services to the Town.

Section 3. The City Manager is hereby authorized to execute the Interlocal Agreement with the Town, attached as Exhibit "1", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

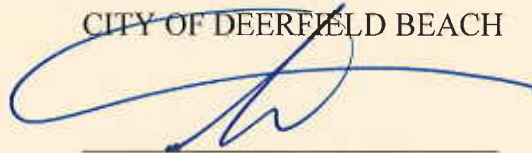
Section 4. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Resolution other than the part declared to be invalid.

Section 5. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 2ND DAY OF DECEMBER, 2025.

CITY OF DEERFIELD BEACH



TODD DROSKY, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK

**INTERLOCAL SERVICE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH AND
THE TOWN OF HILLSBORO BEACH**

THIS AGREEMENT (“Agreement”) is entered into as of the 1st day of October 2025, by and between the CITY OF DEERFIELD BEACH, FLORIDA, a Florida municipal corporation, (the “CITY”) and the TOWN OF HILLSBORO BEACH, FLORIDA, a Florida municipal corporation (the “TOWN”).

WITNESSETH

WHEREAS, the Town of Hillsboro Beach presently does not maintain a Fire and Emergency Medical Services Department with firefighting and emergency medical equipment and personnel; and

WHEREAS, for several years, the City of Deerfield Beach has provided Fire and Emergency Medical Services to the Town of Hillsboro Beach through interlocal agreement; and

WHEREAS, the City of Deerfield Beach currently receives Fire and Emergency Medical Services pursuant to the transition provisions of a contract with the Broward Sheriff's Office (“BSO”), which is attached as Exhibit A (the “BSO Contract”); and

WHEREAS, the Town of Hillsboro Beach acknowledges that BSO provided a notice of termination of the BSO Contract with an effective termination date of September 30, 2025, and, subject to Section 15 of the BSO Contract, in the event of termination of the BSO Contract and in the further event that the CITY is unable to provide the same level of service through its own fire rescue force at the time of such termination, the then pending term of the BSO Contract shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such Fire Rescue Services, whichever occurs sooner (the “Transition Period”); and

WHEREAS, during the Transition Period, the CITY is currently evaluating the CITY’s options regarding the provision of future Fire Rescue Services, including but not limited to negotiating a new contract with BSO for Fire Rescue Services (a “New BSO Contract”) or providing Fire Rescue Services through a CITY fire department or regional fire services provider to be created (either is a “City Fire Department”); and

WHEREAS, the parties agree that Deerfield Beach currently, through the BSO Contract during the Transition Period or through a New BSO Contract, has the capacity to service Hillsboro Beach; and

WHEREAS, Hillsboro Beach understands that, while the Transition Period of the BSO Contract is in effect or if a New BSO Contract is executed, BSO will provide the services described herein from the same facilities that are owned and operated by the City of Deerfield Beach, and through comparable equipment for which the City of Deerfield Beach is responsible to provide and to the same extent provided by the BSO Contract or New BSO Contract, as applicable; and

WHEREAS, the Town of Hillsboro Beach is prepared to compensate the City of Deerfield Beach for these services recognizing that the facilities are owned by the City of Deerfield Beach and that the services from BSO during the Transition Period are being paid for by the City of Deerfield Beach; and

WHEREAS, in order to protect the health, safety and welfare of all residents of the Town of Hillsboro Beach, it is deemed mutually advantageous to enter into this Agreement, providing for fire and emergency medical services within the municipal boundaries of the Town of Hillsboro Beach from City of Deerfield Beach facilities; and

WHEREAS, Section 163.01, Florida Statutes, authorizes execution of interlocal agreements to provide for such aid and assistance; and

WHEREAS, the Town of Hillsboro Beach acknowledges that it is familiar with the Transition Period, the services to be provided under the BSO Contract during the Transition Period and the CITY fire facilities to be used, and finds BSO to be capable of providing the necessary fire and emergency services to the Town of Hillsboro Beach during the Transition Period or during the term of a New BSO Contract.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto, as follows:

1. The above-referenced "Whereas" clauses are true and correct and made a part of this Agreement.

2. *Fire and Emergency Services.* The City of Deerfield Beach, through and to the extent provided by the BSO Contract during the Transition Period, or through and to the extent provided by BSO under an executed New BSO Contract, or through a City Fire Department, shall provide the following services to the Town of Hillsboro Beach (collectively, the "Fire Services"):

- A. Fire Suppression.
- B. Heavy Rescue and Associated Extrication.
- C. Basic and Advanced Life Support Pre-Hospital Emergency Medical Services, including transportation to medical facilities.
- D. Public Fire Safety Education.
- E. Fire Prevention and Life Safety Inspections in all occupancies other than one and two family residences.
- F. Fire Code and Life Safety plans examination and review for building permits for occupancies and structures other than one and two family dwellings.
- G. Initial Hazardous Materials Incident Response and Scene Control.

3. *Response to Emergency Calls.* During the Transition Period or the term of an executed New BSO Contract and in the event BSO is notified by the appropriate officials in the Town of Hillsboro Beach or by the public through the Broward County Consolidated Dispatch System of the existence of a fire or other emergency, including the need for emergency medical services, within the municipal boundaries of the Town of Hillsboro Beach, BSO shall supply such emergency equipment and personnel as are then reasonably available to the City of Deerfield Beach in the same manner as provided to the citizens of Deerfield Beach through the BSO Contract or New BSO Contract, as applicable. The final and ultimate determination as to whether a particular notification gives rise to a life threatening or emergency situation shall solely be the policy determination of the BSO personnel operating the fire and emergency facilities in the City of Deerfield Beach under the BSO Contract or New BSO Contract, as applicable.

During the Term of this Agreement in the event the CITY is providing the Fire Services through a City Fire Department and in the event the City Fire Department is notified by the appropriate officials in the Town of Hillsboro Beach or by the public through the Broward County Consolidated Dispatch System of the existence of a fire or other emergency, including the need for emergency medical services, within the municipal boundaries of the Town of Hillsboro Beach, the CITY shall supply such emergency equipment and personnel as are then reasonably available to the City of Deerfield Beach in the same manner as provided to the citizens of Deerfield Beach through the City Fire Department. The final and ultimate determination as to whether a particular notification gives rise to a life threatening or emergency situation shall solely be the policy determination of the City Fire Department personnel operating the fire and emergency facilities in the City of Deerfield Beach.

4. *Provision of Services.* This Agreement shall not be construed to impose any obligation, duty or responsibility whatsoever on the City of Deerfield Beach to provide any specific types, kinds or numbers of emergency personnel or apparatus at any fire station of the City of Deerfield Beach, or at any emergency scene with the Town of Hillsboro Beach within a specific time frame. BSO or the CITY, as applicable, will dispatch and assign the closest, appropriately staffed and available vehicle(s) to emergencies within the Town of Hillsboro Beach. It is acknowledged that during the Transition Period all services described herein will be provided by BSO pursuant to the BSO Contract and to the extent provided by the BSO Contract. It is acknowledged that in the event the CITY and BSO execute a New BSO Contract during the Term of this Agreement, all services described herein will be provided by BSO pursuant to the New BSO Contract and to the extent provided by the New BSO Contract. It is acknowledged that in the event the CITY creates a New Fire Department during the Term of this Agreement that is capable of providing the Fire Services to the Town, all services described herein will be provided by the City Fire Department pursuant to the City Fire Department's emergency response procedures and protocols.

5. *Fire Safety Standards and Inspections.* The Town of Hillsboro Beach acknowledges its responsibility under Section 633.025, Florida Statutes, as amended, concerning minimum Fire Safety Standards. The City of Deerfield Beach, either through the BSO Contract during the Transition Period, through an executed New BSO Contract, or through the City Fire Department, will conduct all necessary or mandatory fire safety inspections and inform the Town Management of the Town of Hillsboro Beach of any fire safety matters that require correction. The Town of

Hillsboro Beach shall enforce all applicable fire safety standards in a timely manner and shall report the abatement and disposition of the reported violations to the City of Deerfield Beach. The City of Deerfield Beach, either through the BSO Contract during the Transition Period, through an executed New BSO Contract, or through the City Fire Department, will provide all necessary technical assistance to the Town of Hillsboro Beach in order to facilitate this process.

6. *Fire Chief.* During the Transition Period or in the event that the CITY and BSO execute a New BSO Contract, the BSO Fire Chief of the City of the Deerfield Beach Fire District (the "BSO Fire Chief") shall have full and complete authority through the normal chain of command over the operation of BSO Fire personnel, vehicles and equipment while in the Town of Hillsboro Beach. In the event the City creates a City Fire Department that is capable of providing Fire Services to the TOWN, the Fire Chief of the City of Deerfield Beach ("City Fire Chief") shall have full and complete authority through the normal chain of command over the operation of City Fire personnel, vehicles and equipment while in the Town of Hillsboro Beach.

7. *No Interference.* The Town of Hillsboro Beach officials, employees and citizens and residents shall not interfere with the direction, management and deployment of the BSO Fire Department or the City Fire Department (if created), or their personnel or equipment at any time during firefighting or other emergency situations.

8. *Complaints and Disputes.* All suggestions or complaints concerning services provided under this Agreement shall be directed in writing to the attention of the BSO Fire Chief or City Fire Chief, as applicable, with a copy to the City of Deerfield Beach City Manager for proper administrative remedy and/or response, as the case may be. In the event the Town of Hillsboro Beach has a dispute with respect to the City of Deerfield Beach's performance hereunder, the Town of Hillsboro Beach, by its governing body, Mayor, Manager or other appropriate municipal official shall forward a summary of the disputed matter to the BSO Fire Chief or City Fire Chief, as applicable, and the Deerfield Beach City Manager. The parties agree to work cooperatively to resolve all disputes arising from this Agreement.

9. *Simultaneous Calls and Emergencies.* The parties further understand and agree that a possibility exists that the BSO district fire personnel or equipment at the Deerfield Beach BSO District (or, if Fire Services are provided by a City Fire Department, the City Fire Department personnel or equipment at the CITY Fire Department) may receive simultaneous calls for separate accidents, fires and other public safety problems. In the event of a simultaneous occurrence of emergencies in the City of Deerfield Beach, and the Town of Hillsboro Beach, the judgment of the BSO District Fire Chief of the City of Deerfield Beach (or, if Fire Services are provided by a City Fire Department, the City Fire Chief), or the senior Fire Department Officer on duty at the time, as to which call should receive first priority response, shall be binding upon the parties hereto and shall control actions of both parties hereto. If BSO (or, if Fire Services are provided by a City Fire Department, the City) cannot respond to a call for assistance from the Town of Hillsboro Beach due to multiple calls and/or alarms in progress the caller from the Town of Hillsboro Beach will be so advised and all reasonable efforts will then be made by BSO (or, if Fire Services are provided by a City Fire Department, the City) to arrange for a suitable response from another agency or jurisdiction cooperating with the City of Deerfield Beach through various mutual aid agreements in effect at the time. The City and the Town shall cooperate in good faith with one another and BSO in the coordination of emergency operations.

10. *Fire Hydrants.* The Town of Hillsboro Beach shall inspect annually all fire hydrants within its corporate limits to verify their satisfactory operation and function and agrees to repair or cause to be repaired all hydrants, branch valves, and sectional valves within the municipal water distribution system that could affect fire suppression operations. It is further understood that all fire hydrant threads shall conform with those used by the City of Deerfield Beach, and non-conforming threads, if any, shall be changed without delay at the expense of the Town of Hillsboro Beach. Inoperative fire hydrants, valves, etc. within the municipal distribution system shall be repaired without delay, but in no case later than thirty (30) days following discovery of any deficiency. Fire hydrants which are placed out of service shall be immediately reported to BSO Fire or the City Fire Department, as applicable, at the City of Deerfield Beach. Immediate notice shall also be given to BSO Fire or the City Fire Department, as applicable, when said fire hydrants are returned to service.

11. *Road Closures.* The Town of Hillsboro Beach shall report all street and road closures and openings immediately to the BSO Fire Chief or City Fire Chief, as applicable, or their respective designees.

12. *Exemptions and Benefits.* All exemptions from ordinance and rules, and all pension, insurance, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents or employees of BSO or the City of Deerfield Beach, when performing their respective functions within the territorial limits of the City of Deerfield Beach, Florida, shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties within the Town of Hillsboro Beach.

13. *Hazardous Materials Incident Control Costs.* In the event certain supplies and consumables, such as chemical absorbents, hazardous materials vapor suppressants, chemical testing agents and hazardous materials recovery containers, are used by BSO or the CITY in the performance of emergency duties pertaining to hazardous materials incident control in the corporate limits of the Town of Hillsboro Beach, and only if BSO or the CITY is unable to recover the cost of such expenses and the City of Deerfield Beach is charged with such expenses, the Town of Hillsboro Beach shall reimburse the City for such expenses within 30 days of receipt of the supporting documentation.

14. *Chapter 175 Proceeds.* The Town of Hillsboro Beach hereby assigns any and all Chapter 175 insurance proceeds for the Fire Pension Plan to the City of Deerfield Beach and recognizes and agrees that said funds should be due and payable to the City for providing these services to the Town of Hillsboro Beach.

15. *Term.* The initial term of this Agreement is from October 1, 2025 to September 30, 2026 (the "Term"). The Term of this Agreement may be extended by mutual written agreement of the parties for four successive one year terms thereafter. The Town may terminate this Agreement upon six months prior written notice to the City, except as otherwise provided in Section 21. The City may terminate this Agreement upon six months prior written notice to the Town.

16. *Annual Service Fee; Annual Service Fee Adjustments.*

16.1 *Annual Service Fee.* During the Term of this Agreement, the Town of Hillsboro Beach agrees to pay an Annual Service Fee to the City of Deerfield Beach for the service provided for in this Agreement. The Town of Hillsboro Beach shall pay to the City of Deerfield Beach a base Annual Service Fee of **\$1,087,127.64** for the fiscal year that runs from October 1, 2025 to September 30, 2026 (“Fiscal Year 2026”). The first quarterly payment of the Annual Service Fee shall be made fifteen (15) business days after the Agreement has been executed by both parties. Successive payments shall be made to the City quarterly on the first business day of each quarter thereafter (January 1st, April 1st, July 1st, and October 1st).

16.2 The Annual Service Fee for Fiscal Year 2026 is based on the fee the City of Deerfield Beach pays to BSO for the provision of fire prevention, fire suppression, emergency medical services and related services as provided in the BSO Fire Rescue annual consideration. The payment of the Annual Service Fee in accordance with this Agreement entitles the Town of Hillsboro Beach and its residents access to the fire department services and programs provided for under this Agreement. Extraordinary events or unusual demands for services requiring personnel and/or equipment to be stationed within the corporate limits of the Town of Hillsboro Beach shall be billed separately by the City of Deerfield Beach to the Town of Hillsboro Beach based on the actual costs to provide these services. It is understood that the Town of Hillsboro Beach residents shall be billed (and the City of Deerfield Beach shall retain the proceeds) for emergency medical services rendered in the Town of Hillsboro Beach in the same manner and at the same rates as City of Deerfield Beach residents.

16.3 *Annual Service Fee Adjustments.*

16.3.1 BSO Provided Services. In the event that the Transition Period is still in effect as of October 1, 2026 or the City and BSO execute a New BSO Contract effective prior to or as of October 1, 2026, commencing on October 1, 2026 (the second year of this Agreement), and for each year thereafter if a New BSO Contract is executed, the Annual Service Fee shall be increased by an amount equal to the annual percentage increase of the BSO Contract price, or New BSO Contract price, as applicable, paid by the City of Deerfield Beach to BSO. For example, if the BSO Contract price during the Transition Period, or the New BSO Contract price, increases by 5% from the prior year price, then the Annual Service Fee due from Hillsboro Beach shall be increased by 5% from the prior year Annual Service Fee. The City shall provide the Town of Hillsboro Beach with notice of the Annual Service Fee Adjustment no later than the July 1st prior to the commencement of the next contract year.

16.3.2 City Fire Department. In the event that the CITY creates a City Fire Department and the TOWN does not terminate this Agreement as provided for in Section 21, commencing on October 1 of the year that the CITY commences providing the Fire Services to Hillsboro Beach through a City Fire Department, and for each year thereafter, the Annual Service Fee shall be an amount equal to 2.75% of the CITY’s total budgeted cost of providing Fire Rescue Services. The City shall provide the Town of Hillsboro Beach with notice of the Annual Service Fee Adjustment no later than the July 1st prior to the commencement of the next contract year.

17. *Notices.* All notifications of claims shall be provided in writing to the respective Town Manager and City Manager of the parties hereto. This does not apply to notifications of necessity for supplying of emergency services that are the subject of this Agreement.

19. *Entire Agreement.* This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may only be amended or modified in writing and executed by all parties to this Agreement.

20. *Indemnification/Sovereign Immunity.* To the extent permitted by law, the Town of Hillsboro Beach and the City of Deerfield Beach do hereby agree to defend, indemnify and hold the other harmless for any and all causes of action, liability, judgment, or other costs imposed pursuant to a claim or court proceeding, related to the performance by either party under this Agreement. Nothing herein shall serve to waive either party's sovereign immunity.

21. *Transition Period/Transition to City Fire Department.* The CITY agrees to provide written notice to the TOWN as soon as practicable regarding the occurrence of any of the following events: termination or expiration of the Transition Period, any New BSO Contract executed between the CITY and BSO, and the establishment of a City Fire Department. In the event a City Fire Department is established that is capable of providing the Fire Services to the TOWN, the CITY shall provide written notice to the TOWN (the "City Fire Department Notice") of the date when the CITY is able to provide Fire Services to the TOWN through the City Fire Department (the "Commencement Date"), and this Agreement shall continue with the understanding that the City Fire Department will provide the Fire Services to the TOWN under this Agreement beginning with the Commencement Date, unless the TOWN provides written notice of termination of this Agreement within 30 days of the TOWN's receipt of the City Fire Department Notice, in which case this Agreement shall terminate upon the termination or expiration of the Transition Period.

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INTERLOCAL SERVICE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE TOWN OF HILLSBORO BEACH FOR FIRE PROTECTION, PREVENTION AND EMERGENCY MEDICAL SERVICES

IN WITNESS WHEREOF, the parties hereto caused these presents to be signed by their duly authorized officers on this 2nd day of December, 2025.

CITY OF DEERFIELD BEACH



By: _____
TODD DROSKY, MAYOR

ATTEST:

Signed by:


5E72EBB3A1E04DD
HEATHER MONTEMAYOR, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF DEERFIELD BEACH, ONLY:

Signed by:


5CAAD437D59A4C4
ANTHONY SOROKA, CITY ATTORNEY

TOWN OF HILLSBORO BEACH

By: _____
DAWN MILLER, MAYOR

ATTEST:

By: _____
SHERRY D. HENDERSON, TOWN CLERK

APPROVED AS TO FORM:

D.J. DOODY, TOWN ATTORNEY

EXHIBIT "A"
BSO CONTRACT

RESOLUTION NO. 2021/035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR FIRE RESCUE AND EMERGENCY MEDICAL SERVICES FOR A FIVE-YEAR TERM; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City entered into an agreement with the Broward Sherriff's Office ("BSO"), dated October 1, 2015, for BSO to provide a high level of professional fire rescue and emergency medical services to the City for the benefit of the citizens of Deerfield Beach (the "Agreement"); and

WHEREAS, the City is desirous of maintaining a high level of competent professional fire rescue and emergency services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the initial five-year term of the Agreement was set to expire on September 30, 2020; and

WHEREAS, on September 14, 2020, the City and BSO entered into an Amendment to the Agreement to extend the term of the Agreement for six months through March 31, 2021 while the parties negotiate a new agreement for fire rescue and emergency medical services; and

WHEREAS, the City and BSO have negotiated a new agreement for fire rescue and emergency medical services, attached as Exhibit "1" (the "Fire Services Agreement"), for a five-year term commencing on April 1, 2021 and continuing through March 31, 2026, with one, five year renewal option.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Fire Services Agreement with BSO, attached as Exhibit "1," for a five-year term commencing on April 1, 2021 and continuing through March 31, 2026.

Section 3. The Mayor and City Manager are hereby authorized to execute the Fire Services Agreement, attached as Exhibit "1", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES, dated the 1st day of April, 2021, is made by and between the City of Deerfield Beach, (hereinafter referred to as the “CITY”) and the Broward Sheriff’s Office (hereinafter referred to as “BSO”).

WITNESSETH:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional fire and emergency medical services for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining a high level of competent professional services in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional fire and emergency medical services, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, the General Terms and Conditions that are set forth in Exhibit B which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

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CITY OF DEERFIELD BEACH, FLORIDA

Witnesses:

 - TRACY BRITTEN

Print Name:

 Jocelyn McLean

Print Name:

By: 
BILL GANZ, MAYOR

Date: 3.16.21

ATTESTED:


SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM:


ANTHONY SOROKA, CITY ATTORNEY

	<p>Shift Personnel</p> <table border="0"> <tr> <td>Captains</td> <td>22</td> </tr> <tr> <td>Lieutenants</td> <td>26</td> </tr> <tr> <td>Driver Engineers</td> <td>21</td> </tr> <tr> <td>Firefighter/Paramedics</td> <td>62</td> </tr> <tr> <td>Clerical Support Staff</td> <td>1</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Total</td> <td>144</td> </tr> </table> <p>* To be assigned within BSO's organizational structure</p>	Captains	22	Lieutenants	26	Driver Engineers	21	Firefighter/Paramedics	62	Clerical Support Staff	1	<hr/>		Total	144
Captains	22														
Lieutenants	26														
Driver Engineers	21														
Firefighter/Paramedics	62														
Clerical Support Staff	1														
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Total	144														
<p>VEHICLE AND STAFFING STRUCTURE:</p>	<p><u>Fire Apparatus/ALS Engine or ALS Ladder*</u>:</p> <p>One (1) company officer (Captain) Firefighter Paramedic</p> <p>One (1) Driver Engineer Firefighter Paramedic</p> <p>One (1) Firefighter Paramedic</p> <p><u>ALS Rescue Transport*</u>:</p> <p>One (1) company officer (Lieutenant) Firefighter Paramedic</p> <p>Two (2) FireFighter/Paramedic</p> <p>*Existing FF/EMT may be utilized for staffing</p>														
<p>NOTICE CITY ADDRESS:</p>	<p>Office of the City Manager City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, FL 33441</p> <p>Copy to: City Attorney City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, FL 33441</p>														
<p>CONSIDERATION Monthly Consideration for all General and City Specific Services</p>	<p>\$2,414,614.33 (FY 2021)</p>														

Officer will have at least the rank of the lowest ranked Chief Officer not in a bargaining unit.

- j. District Fire Employees. “District Fire Employees” shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide emergency medical, fire protection or fire prevention and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide Fire Rescue Services to the CITY.
- k. Effective Date. “Effective Date” shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities. “Facilities” shall mean CITY-owned Fire/Rescue Stations, the CITY-owned Fire Prevention Offices and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide Fire Rescue Services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire Rescue Services. “Fire Rescue Services” shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. Lien. “Lien” shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. Renewal Option. “Renewal Option” shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- p. Term. “Term” shall mean the length of this Agreement and any extensions thereto, which are set forth in Exhibit A, Special Terms and Conditions of this Agreement.
- q. Transitioned Employees – “Transitioned Employees” shall mean each of the District Fire Employees who provided fire/rescue related services for the CITY or provided services for the CITY under the City’s Fire/Rescue Department and were retained by BSO after October 1, 2011.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

shall not use District Facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement or approved in writing by the City Manager. Notwithstanding the foregoing, the City recognizes that BSO currently uses a portion of station 102 for regional training activities. BSO may continue to use such portion of station 102 during the term of this Agreement, provided that BSO shall be responsible for the maintenance costs attributed to that portion used by BSO for regional activities.

- f. **Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO or the CITY believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and this Agreement shall be modified through an amendment to this Agreement executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and the compensation will be adjusted accordingly.

In addition to the annual review, the Chief Officer shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the Chief Officer and City Manager shall meet and discuss the need for such adjustment. The City Manager shall also have the right to request a staffing adjustment at any time during the year. Upon making such a request to the Chief Officer, the City Manager and the Chief Officer shall meet and discuss the need for such adjustment. If the City Manager and Chief Officer agree upon the need for the staffing adjustment, a formal amendment will be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

- g. **Transfers – BSO's Rights.** Except for the Chief Officer, which is governed by Section 10 of this Agreement, BSO shall have the right to transfer or reassign any BSO personnel out of the District. BSO will provide the City Manager with written notice of the transfer and indicate whether the transfer is voluntary or involuntary.
- h. **Transfers – City Rights.** Except for the Chief Officer, which is covered in Section 10 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the District, which shall not be arbitrary or capricious. The request must be sent to the Chief Officer in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY

extent permitted by law, the powers necessary to implement and carry forth such Fire Rescue Services in accordance with this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

4. REPORTS

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly calls for service based on units responding
- Monthly encumbered times for units by day of week and time of day, by unit.
- Monthly fire prevention activities (past month and planned current month)

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). The City Manager shall have the right to reasonably request other reports as the City Manager deems necessary.

BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the Chief Officer shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the City with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the Chief Officer. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which will include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report.

5. RESPONSE TIMES

The Chief Officer will monitor response time reports and provide copies to the City Manager. For emergency medical and fire protection calls, BSO shall make every reasonable effort to respond within established Commission on Fire Accreditation International ("CFAI") agency accreditation and National Fire Protection Association ("NFPA") 1221, and 1710 standards for response guidelines as they exist now or may be amended from time to time.

Revisions to the response standards determined by CFAI and NFPA will be applied as they occur for BSO to remain current with established industry standards and accreditation requirements. The BSO District Fire Chief will provide the City Manager with response time metrics annually or more often as needed or required as the nationally established guidelines, accreditation standards and metrics are modified or revised. Response time shall be calculated from the time of intake until the appropriate unit arrives on the scene of the incident as recorded in BSO's CAD system.

6. CONSIDERATION

- e. BSO and the CITY shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that a final resolution must be reached on or before August 15. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- f. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any non-shift vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a BSO District Fire Employee administrative or non-shift staff is absent from work and such absence results in a salary savings to BSO. The CITY's credit shall be calculated using the average budgeted cost of District Fire Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the City Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

- g. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, and its office, industrial, commercial and residential composition. The CITY shall be entitled to a vacancy credit for any BSO District personnel vacancy in any of the positions specified in paragraph 6(f) above, unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings.
- h. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- i. In the event that BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for emergency medical, fire protection or fire prevention services (an "Eligible Agreement"), BSO shall Post the Agreement on BSO's website. If the CITY reasonably determines that the Eligible Agreement overall includes material terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities, or (ii) the terms, services or equipment under the Eligible Agreement, at the City's sole

pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of fire and emergency medical activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.

- f. The CITY shall retain any Chapter 175 premium tax monies for CITY pension plans.

8. VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY

- a. The Fire Rescue apparatus and vehicles, attached as Attachment 1 (collectively, the "Vehicles") shall be used solely within the DISTRICT, except in the event of a declared state of emergency, mutual aid incident or automatic aid incident, in which the automatic aid agreement was entered into pursuant to this Agreement. Fire Rescue Vehicles requested for use outside of Broward County for a declared emergency, mutual aid incident or automatic aid incident as described herein shall require the consent of the City Manager. Except for a declared emergency, mutual aid incident or automatic aid incident as described herein, the Fire Rescue Vehicles shall not be used to service any other municipalities or the unincorporated areas of Broward County unless otherwise permitted pursuant to this Agreement. In the event of termination or upon the expiration of the contractual relationship between the SHERIFF and the CITY for Fire Rescue Services, BSO shall return all Vehicles in the same condition as upon delivery, normal wear and tear excepted, with the title to the Fire Rescue vehicles free of all liens and encumbrances.

BSO shall ensure that the operation of all vehicles shall be operated by certified and property trained operators. In the event that an operator is not certified and properly trained CITY shall have no liability.

The title to any vehicles leased or purchased by the CITY and transferred or used by BSO or lease-purchased by the City and utilized by BSO for the provision of services under this Agreement shall be titled in the name of BSO or the City, as applicable, unless the provisions of the CITY's lease purchase agreement provide otherwise.

Any vehicles which are no longer serviceable shall be returned to the City for appropriate disposal.

- b. Upon termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY all of the Vehicles or leased property in a like kind condition, normal wear and tear excepted, or a replacement which must be of a like quality, design and condition as the vehicle or leased property or other property purchased by the CITY. Any disagreement between the CITY and BSO as to the value or condition of the Vehicles or leased Property or any replacement property shall be settled by an outside appraisal company agreeable to both parties. With respect to any CITY owned property destroyed and replaced by insurance required herein, the replacement

- h. BSO shall be responsible for equipping such Vehicles with regard to all necessary equipment, as determined by BSO, for emergency medical services and fire protection services, including communication devices, and shall be responsible for the maintenance of such equipment. BSO shall have the flexibility to move equipment between the Vehicles provided that all of the in-service Vehicles within the CITY are fully equipped with equipment that is in good working order. Once the equipment has reached the end of its useful life, BSO shall replace such equipment as agreed upon by both parties and such cost shall be added to the annual consideration paid by the CITY.

9. FACILITIES

- a. BSO shall operate from a Fire Headquarters provided by the CITY and such other city facilities for the purpose of providing the services pursuant to this agreement, notwithstanding anything set forth herein to the contrary. City shall retain all dominion and control of the Facilities and BSO shall obtain no possessory interest in the Facilities by virtue of this contract. BSO's only activities on or in the Facilities shall be those related to fulfilling its contractual obligations as set forth herein. It is understood and agreed that the City shall continue to use the facilities for municipal purposes to the extent those activities do not materially interfere with the provision of services to the City within the City for the benefit of the CITY. BSO shall occupy the Facilities and use the equipment and furnishings contained in the Facilities in connection with performing the Services within the District (except as otherwise permitted herein), at no additional cost to BSO but only for the term of this Agreement.
- b. BSO shall properly equip each fire station with furnishings, cabling, security systems, communications systems, alert devices/systems and all other facility related equipment necessary to provide fire and emergency medical services to the CITY and to house the District Fire Employees. BSO shall be responsible for the maintenance and capital replacement of all such furnishings, cabling, security systems, communications systems, alert devices/systems and facility related equipment. Funding for such shall be included in the annual consideration paid by CITY.
- c. The CITY 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 facility and property). BSO shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.
- d. Except as provided in the preceding paragraph and in paragraph 2(e), maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY 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,

as liaison between BSO and the CITY. BSO's Chief Officer shall also function as a member of the CITY's staff with regard to fire rescue issues and report to the City Manager in that capacity.

The Chief Officer shall be responsible for all emergency medical and fire protection related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY. The CITY and BSO understand and acknowledge that the Chief Officer is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the Chief Officer's responsibilities as the CITY's Fire Chief.

- b. The CITY currently has an assigned Chief Officer. In the event the position of Chief Officer becomes vacant, the selection of a Chief Officer shall be the absolute discretion of CITY's City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of Chief Officer. BSO agrees to make such selections in good faith and in the best interest of CITY. BSO shall provide CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the Chief Officer or within 15 days of the BSO's knowledge that the Chief Officer position will become vacant, whichever occurs first. Within fifteen (15) days after CITY's receipt of such notice, representatives from both BSO and CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the Chief Officer. The CITY shall have the opportunity to interview each of the candidates. The Chief Officer position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.
- c. The Chief Officer shall meet and confer with the City Manager or designee as needed and directed by the City Manager, for the purpose of maintaining the viability and vitality of this Agreement. The Chief Officer shall serve on a full-time basis, until such time as the City Manager concurs in the transfer or change of duty of him/her according to the terms of this Agreement.
- d. The Chief Officer shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the CITY and BSO.
- e. BSO shall provide an administrative assistant to the Chief Officer who shall be assigned to the Chief Officer's office during regularly scheduled business hours during a forty (40) hour work week. BSO shall also provide, pursuant to this Agreement, an appropriate motor vehicle for use by the Chief Officer.
- f. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the Chief Officer.

provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self- insurance program.

3. The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and BSO in the event of claims related to the Facilities or damage/destruction of the Facilities utilized by the BSO under this Agreement.
 4. In the event BSO's required insurance coverage is modified during the Term of this Agreement, BSO shall provide the CITY with at least thirty (30) days prior written notice.
 5. The City shall have the option to insure any and/or all of the BSO non-leased fire rescue vehicles and equipment through BSO on an annual basis with the cost of any such insurance to be included in the consideration payable by the CITY to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 1. If the City elected to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the CITY in addition to the consideration set forth herein.
 2. If the City did not elect to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, the City shall be responsible for the cost of the repair and/or replacement. The cost will be paid by the CITY in addition to the consideration set forth herein, however, CITY has final approval on budgeting and purchase of the vehicles.
- b. Vehicles and/or equipment subject to lease-purchase agreements.
1. Insurance for vehicles and/or equipment subject to lease-purchase agreements shall be obtained by BSO or CITY in accordance with the provisions of the applicable lease purchase agreement in the amounts required by the applicable lease-purchase agreement.
 2. If the insurance is purchased by BSO, the cost of any such insurance shall be included in the consideration payable by the CITY to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 3. BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the CITY in addition to the consideration set forth herein.

expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the leakage of fuel from the underground piping, underground storage tank(s), and any and all other components of the fueling system, unless caused by the negligence or willful misconduct of BSO, its employees, agents, or servants. Without limiting the generality of the foregoing, CITY's indemnification shall apply to any and all liabilities resulting from or arising out of (i) any investigation, cleanup, removal, or restoration of the grounds required by any federal, state or local agency or political subdivision, and any personal injuries (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates or percolates into onto or under the Police Headquarters grounds.

f. If the CITY determines that the fuel site must be closed, either temporarily or permanently, the CITY will provide BSO with no less than ninety (90) calendar days prior written notice in order to allow BSO to find another suitable location for fueling its vehicles, unless exigent circumstances require immediate closure and in such case, CITY will notify BSO as soon as practicable. CITY will provide BSO with an alternate fueling site.

14. DEFAULT

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure; or
 2. Performance of Services. Failure of BSO to perform the Emergency Medical, Fire Protection or Fire Prevention Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Emergency Medical, Fire Protection or Fire Prevention Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 15 shall commence.

b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of the receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection C of this Section. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local and federal laws, the BSO policies and procedures, or other terms and conditions of this Agreement.

c. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.

d. Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the CITY until such time as the CITY and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment, as applicable, from BSO to the CITY at the time the CITY takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment owned by BSO pursuant to this Section, and payment by the CITY, BSO shall convey all of its rights, title and interest, thereto, including fire rescue vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

e. Should this agreement, or any part thereof, be declared void or otherwise unenforceable by a court of law, the parties recognize that there will be costs in complying with any such order of the court. In such case, each party shall bear its own costs and said order of the court shall be deemed a notice of termination and the parties will implement the order in a manner consistent with the methodology set forth above for termination without cause, unless otherwise required by court order.

16. **INDEMNIFICATION**

CITY and BSO shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

19. REPRESENTATIONS AND WARRANTIES OF CITY

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violates or conflicts with any charter or other document governing the actions of CITY, or (d) requires CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

20. REPRESENTATIONS AND WARRANTIES OF BSO

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

22. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

23. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

24. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

25. NOTICE

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:

See Special Terms and Conditions

BSO:

BSO
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

32. WAIVER

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

33. ATTORNEYS' FEES

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and reasonable attorneys' fees (both trial and appellate) incurred in connection therewith.

34. DESCRIPTION OF SERVICES

BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal fire departments or BSO, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO will negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of services referenced in this Agreement unless first approved by the CITY in its sole and absolute discretion.

BSO fire rescue services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Fire Employees.
- b. Indirect Services – are those BSO-provided Non-District Fire Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).

1. BSO shall provide fire protection services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the CITY shall provide the apparatus, for fire protection services in the manner set forth in Exhibit "A".
2. Training and certification of BSO's firefighters shall be the responsibility of BSO.
3. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire. CITY shall pay for hydrant markers and supplies.
4. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the CITY for the purpose of maintain continuity in care, communications and mitigation of hazards.
5. BSO shall make its best efforts to maintain an Insurance Service Organization (ISO) Class One rating for the CITY's fire protection services throughout the term of this Agreement.

d. Fire Prevention Services

1. BSO shall provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction and fire plan inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. BSO shall provide Fire Prevention Services to the CITY on a forty hour (40) five (5) days per week full-time basis and for Inspector call-out during the term of the Agreement, with the personnel specifically described in Exhibit A, Special Terms and Conditions.
2. BSO shall provide, as funded by the CITY, all vehicles, equipment and personnel to perform Fire Prevention Services, and shall provide personnel for full time use of the City for Fire Prevention Services in the manner set forth in Exhibit "A".
3. BSO shall perform all annual inspections of multifamily residential and commercial properties required to be inspected in accordance with the Florida Fire Prevention Code and the Broward County Local Fire Code amendment. BSO shall achieve an annual inspection rate of 100% for all structures required to be inspected pursuant to Chapter 633, Fla. Stat. The CITY shall be responsible for the billing and collection of such services.

e. Other Direct Services

1. BSO shall provide public education programs, subject to funding, through personnel assigned to the CITY, designed to reduce the risk of property damage, injury, or loss of life from fire.

The cost of indirect services are allocated to this Agreement and included in the consideration set forth in Exhibit "A".

SPECIAL DETAIL SERVICES FOR CITY EVENTS

1. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within CITY.

2. BSO will provide special detail services for CITY sponsored events; however the Chief Officer, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the Chief Officer's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the Chief Officer determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the CITY will be charged at BSO's special detail rates at the time of the event. BSO will provide the required level of services at no cost to the city for up to three (3) City-sponsored events per fiscal year. Any CITY sponsored events in excess of the three (3) aforementioned events will be charged to CITY at BSO's cost.

3. Any and all special details requested by the CITY in excess of the above referenced three (3) City-sponsored events shall be paid based upon the terms and conditions of the CITY's permit.

4. Special details for which fire rescue personnel must be dedicated or assigned to an event shall be worked out between BSO and the non-City sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the CITY.

5. Special Detail Costs – CITY shall reimburse BSO only for the cost of additional labor if the equipment and fuel used are those covered by this Agreement.

6. All special details that require fire/EMS in the CITY shall be provided by BSO.

COUNTYWIDE SERVICES

In addition to the foregoing emergency medical, fire protection and fire prevention services, BSO shall provide the following specialized services, consistent with service levels BSO concurrently renders to other agencies and municipalities that request such services, at no additional cost to the CITY (for any such ancillary service, that incurs cost, BSO has the right to bill any and all 3rd party groups such as insurance companies for cost recovery and BSO shall retain all funds recovered.

- a. BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.

ATTACHMENT 1

VEHICLES

93041	1994 FREIGHTLINER Wheeled Coach	1FV3GFBCXRL579789	40580	88722	144,739
93042	1994 FREIGHTLINER FL-60	1FV3GFBC8RL579788	42238	88722	132,777
93070	2002 HAULMARK TRAILER	4X5GB20232G044691	220812	88722	0
93079	2002 TRAILER TRAILER	4XSCB10123G046031	1	88722	0
93128	2004 TRAILER TRAILER	1S9EO18234T303710	51933	88722	0
93143	2012 GMC 3-Series	1GDJK79669E111548	49177	88722	63,568
93144	1997 TRAILER UTILITY	0611SM019T6290154	51093	88722	0
93158	2009 HMDE TRAILER	NOVIN200788710	1	88722	0



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

Hillsboro Beach, FL, Town of
 Attn: Accounts, Payable
 1210 Hillsboro Mile
 Hillsboro, FL 33062
 inframarkcms@payableslockbox.com

Invoice

Invoice Number: 3015515
Invoice Date: 11/30/2025
Terms: Net 30 Days
Due Date: 12/30/2025
Customer #: AJ-0005085
Customer PO #:

Description	Amount
Percent of fee total	\$29,780.30

Please remit to:
P.O BOX 919903
Orlando, FL 32891-9903

444 N. Cleveland Ave, Ste 444 / Loveland, CO 80537 / Phone: (866) 977-4111 / Fax: (877) 203-2704 / www.SAFEbuilt.com

Net Invoice:	\$29,780.30
Freight:	\$0.00
Sales Tax:	\$0.00
Invoice Total:	\$29,780.30

Tue 12/2/2025 2:18 PM

Good afternoon, Sherry, Corissa,

Happy Holidays ! I hope this email finds you well.

Please see attached invoice for November 2025 and reports.

Hillsboro Beach November 2025 Fees	
Total Permit Fees	\$ 34,800.35
Town Rev - 15%	\$ 5,220.05
CGA Rev - 85%	\$ 29,580.30
➤ CGA Admin Fees	\$ 200.00
CGA TOTAL	\$ 29,780.30

Invoices :

BDS - 3015515
 Planning - 2871456
 Cost recovery - 2870013
 Code Enforcement - 2863477

Kind Regards

Alex Meggison
Revenue Accounting Manager



**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 11/1/2025
End Date: 11/30/2025**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$34,800.35	\$5,220.05	\$600.00	\$600.00	\$200.00	\$29,580.30	\$621.16	\$320.34	\$473.25
YTD	\$129,298.57	\$19,394.79	\$1,500.00	\$5,250.00	\$1,125.00	109,903.78	\$2,343.96	\$1,217.29	\$1,788.63



The Town of Hillsboro Beach
All Fees Collected

Start Date: 11/01/2025
End Date: 11/30/2025

Transaction #	Application #	Fee Description	Quantity	Amount	Date
625205	39236494	Government Fees FL DBPR Surcharge	228.89	\$ 2.28	11/3/2025
625205	39236494	Government Fees FL BCAIF Surcharge	228.89	\$ 3.43	11/3/2025
625205	39236494	BRA - Board of Rules & Appeals Fee	8637.36	\$ 4.68	11/3/2025
625205	39236494	Building Permit Fee	8637.36	\$ 228.89	11/3/2025
625264	39236566	Government Fees FL DBPR Surcharge	186.69	\$ 2.00	11/3/2025
625264	39236566	Government Fees FL BCAIF Surcharge	186.69	\$ 2.80	11/3/2025
625264	39236566	BRA - Board of Rules & Appeals Fee	7045	\$ 4.16	11/3/2025
625264	39236566	Building Permit Fee	7045	\$ 186.69	11/3/2025
625265	39236564	Government Fees FL DBPR Surcharge	218.89	\$ 2.18	11/3/2025
625265	39236564	Government Fees FL BCAIF Surcharge	218.89	\$ 3.28	11/3/2025
625265	39236564	BRA - Board of Rules & Appeals Fee	8260	\$ 4.68	11/3/2025
625265	39236564	Building Permit Fee	8260	\$ 218.89	11/3/2025
625298	39236284	Government Fees FL BCAIF Surcharge	125	\$ 2.00	11/4/2025
625298	39236284	Government Fees FL DBPR Surcharge	125	\$ 2.00	11/4/2025
625298	39236284	BRA - Board of Rules & Appeals Fee	3300	\$ 2.08	11/4/2025
625298	39236284	Building Permit Fee	3300	\$ 125.00	11/4/2025
625341	39186437	Building Administrative Fee	1	\$ 25.00	11/4/2025
625341	39186437	Fire Plan Review	1	\$ 150.00	11/4/2025
625341	39186437	Plan Review Fee	4	\$ 380.00	11/4/2025
625350	39191865	Permit Card Replacement; CO/CC	1	\$ 25.00	11/4/2025
625427	39211291	Government Fees FL DBPR Surcharge	2252.5	\$ 22.52	11/5/2025
625427	39211291	Building Administrative Fee	1	\$ 25.00	11/5/2025
625427	39211291	Building Administrative Fee	1	\$ 25.00	11/5/2025
625427	39211291	Building Administrative Fee	1	\$ 25.00	11/5/2025
625427	39211291	Government Fees FL DBPR Surcharge	2915	\$ 29.15	11/5/2025
625427	39211291	Government Fees FL BCAIF Surcharge	2252.5	\$ 33.78	11/5/2025
625427	39211291	Government Fees FL BCAIF Surcharge	2915	\$ 43.72	11/5/2025
625427	39211291	BRA - Board of Rules & Appeals Fee	85000	\$ 44.20	11/5/2025
625427	39211291	BRA - Board of Rules & Appeals Fee	110000	\$ 57.20	11/5/2025
625427	39211291	Building Administrative Fee	3	\$ 75.00	11/5/2025
625427	39211291	Plan Review Fee	1	\$ 95.00	11/5/2025
625427	39211291	Zoning Inspection Fee	1	\$ 150.00	11/5/2025
625427	39211291	Fire Plan Review	1	\$ 150.00	11/5/2025
625427	39211291	Fire Inspection	1	\$ 150.00	11/5/2025
625427	39211291	Plan Review Fee	2	\$ 190.00	11/5/2025
625427	39211291	Zoning Plan Review	3	\$ 450.00	11/5/2025
625427	39211291	Building Permit Fee	85000	\$ 2,252.50	11/5/2025
625427	39211291	Building Permit Fee	110000	\$ 2,915.00	11/5/2025
625471	39231768	Re-Inspection Fee	1	\$ 95.00	11/6/2025
625507	39237224	Government Fees FL DBPR Surcharge	190.8	\$ 2.00	11/7/2025
625507	39237224	Government Fees FL BCAIF Surcharge	190.8	\$ 2.86	11/7/2025
625507	39237224	BRA - Board of Rules & Appeals Fee	7200	\$ 4.16	11/7/2025



The Town of Hillsboro Beach
All Fees Collected

Start Date: 11/01/2025
End Date: 11/30/2025

625507	39237224	Building Permit Fee	7200	\$	190.80	11/7/2025
625525	658188	Re-Inspection Fee	1	\$	95.00	11/7/2025
625549	39216847	Government Fees FL DBPR Surcharge	5379.5	\$	53.79	11/7/2025
625549	39216847	Government Fees FL BCAIF Surcharge	5379.5	\$	80.69	11/7/2025
625549	39216847	Plan Review Fee	1	\$	95.00	11/7/2025
625549	39216847	BRA - Board of Rules & Appeals Fee	203000	\$	105.56	11/7/2025
625549	39216847	Building Permit Fee	203000	\$	5,379.50	11/7/2025
625550	39216858	Government Fees FL DBPR Surcharge	3816	\$	38.16	11/7/2025
625550	39216858	Government Fees FL BCAIF Surcharge	3816	\$	57.24	11/7/2025
625550	39216858	BRA - Board of Rules & Appeals Fee	144000	\$	74.88	11/7/2025
625550	39216858	Plan Review Fee	1	\$	95.00	11/7/2025
625550	39216858	Building Permit Fee	144000	\$	3,816.00	11/7/2025
625563	39177130	Re-Inspection Fee	1	\$	95.00	11/10/2025
625673	39237436	BRA - Board of Rules & Appeals Fee	1920	\$	2.00	11/12/2025
625673	39237436	Government Fees FL BCAIF Surcharge	125	\$	2.00	11/12/2025
625673	39237436	Government Fees FL DBPR Surcharge	125	\$	2.00	11/12/2025
625673	39237436	Building Permit Fee	1920	\$	125.00	11/12/2025
625774	1021024	Re-Inspection Fee	1	\$	95.00	11/13/2025
625844	39213592	Building Administrative Fee	1	\$	25.00	11/14/2025
625844	39213592	Plan Review Fee	1	\$	95.00	11/14/2025
625844	39213592	Fire Plan Review	1	\$	150.00	11/14/2025
625904	39191865	Re-Inspection Fee	1	\$	95.00	11/14/2025
626085	39238578	Government Fees FL DBPR Surcharge	145.06	\$	2.00	11/18/2025
626085	39238578	Government Fees FL BCAIF Surcharge	145.06	\$	2.17	11/18/2025
626085	39238578	BRA - Board of Rules & Appeals Fee	5474	\$	3.12	11/18/2025
626085	39238578	Building Permit Fee	5474	\$	145.06	11/18/2025
626217	39220549	Plan Review Fee	1	\$	95.00	11/19/2025
626257	39238722	BRA - Board of Rules & Appeals Fee	1200	\$	2.00	11/19/2025
626257	39238722	Government Fees FL BCAIF Surcharge	125	\$	2.00	11/19/2025
626257	39238722	Government Fees FL DBPR Surcharge	125	\$	2.00	11/19/2025
626257	39238722	Building Permit Fee	1200	\$	125.00	11/19/2025
626271	39216865	Government Fees FL DBPR Surcharge	358.46	\$	3.58	11/19/2025
626271	39216865	Government Fees FL BCAIF Surcharge	358.46	\$	5.37	11/19/2025
626271	39216865	BRA - Board of Rules & Appeals Fee	13527	\$	7.28	11/19/2025
626271	39216865	Plan Review Fee	1	\$	95.00	11/19/2025
626271	39216865	Building Permit Fee	13527	\$	358.46	11/19/2025
626272	39216760	Government Fees FL DBPR Surcharge	634.2	\$	6.34	11/19/2025
626272	39216760	Government Fees FL BCAIF Surcharge	634.2	\$	9.51	11/19/2025
626272	39216760	BRA - Board of Rules & Appeals Fee	23932.1	\$	12.48	11/19/2025
626272	39216760	Plan Review Fee	1	\$	95.00	11/19/2025
626272	39216760	Building Permit Fee	23932.1	\$	634.20	11/19/2025
626273	39216766	Government Fees FL DBPR Surcharge	556.5	\$	5.56	11/19/2025
626273	39216766	Government Fees FL BCAIF Surcharge	556.5	\$	8.34	11/19/2025



The Town of Hillsboro Beach
All Fees Collected

Start Date: 11/01/2025
End Date: 11/30/2025

626273	39216766	BRA - Board of Rules & Appeals Fee	21000	\$	10.92	11/19/2025
626273	39216766	Plan Review Fee	1	\$	95.00	11/19/2025
626273	39216766	Building Permit Fee	21000	\$	556.50	11/19/2025
626274	39216822	Government Fees FL DBPR Surcharge	477	\$	4.77	11/19/2025
626274	39216822	Government Fees FL BCAIF Surcharge	477	\$	7.15	11/19/2025
626274	39216822	BRA - Board of Rules & Appeals Fee	18000	\$	9.36	11/19/2025
626274	39216822	Plan Review Fee	1	\$	95.00	11/19/2025
626274	39216822	Building Permit Fee	18000	\$	477.00	11/19/2025
626275	39216839	Government Fees FL DBPR Surcharge	185.5	\$	2.00	11/19/2025
626275	39216839	Government Fees FL BCAIF Surcharge	185.5	\$	2.78	11/19/2025
626275	39216839	BRA - Board of Rules & Appeals Fee	7000	\$	3.64	11/19/2025
626275	39216839	Plan Review Fee	1	\$	95.00	11/19/2025
626275	39216839	Building Permit Fee	7000	\$	185.50	11/19/2025
626276	39216841	Government Fees FL DBPR Surcharge	198.75	\$	2.00	11/19/2025
626276	39216841	Government Fees FL BCAIF Surcharge	198.75	\$	2.98	11/19/2025
626276	39216841	BRA - Board of Rules & Appeals Fee	7500	\$	4.16	11/19/2025
626276	39216841	Plan Review Fee	1	\$	95.00	11/19/2025
626276	39216841	Building Permit Fee	7500	\$	198.75	11/19/2025
626277	39216852	Government Fees FL DBPR Surcharge	4637.5	\$	46.37	11/19/2025
626277	39216852	Government Fees FL BCAIF Surcharge	4637.5	\$	69.56	11/19/2025
626277	39216852	BRA - Board of Rules & Appeals Fee	175000	\$	91.00	11/19/2025
626277	39216852	Plan Review Fee	1	\$	95.00	11/19/2025
626277	39216852	Building Permit Fee	175000	\$	4,637.50	11/19/2025
626290	39239012	Government Fees FL DBPR Surcharge	190.8	\$	2.00	11/20/2025
626290	39239012	Government Fees FL BCAIF Surcharge	190.8	\$	2.86	11/20/2025
626290	39239012	BRA - Board of Rules & Appeals Fee	7200	\$	4.16	11/20/2025
626290	39239012	Building Permit Fee	7200	\$	190.80	11/20/2025
626313	39237738	BRA - Board of Rules & Appeals Fee	2692	\$	2.00	11/20/2025
626313	39237738	Government Fees FL BCAIF Surcharge	125	\$	2.00	11/20/2025
626313	39237738	Government Fees FL DBPR Surcharge	125	\$	2.00	11/20/2025
626313	39237738	Plan Review Fee	1	\$	95.00	11/20/2025
626313	39237738	Building Permit Fee	2692	\$	125.00	11/20/2025
626328	39239036	Government Fees FL DBPR Surcharge	285.68	\$	2.85	11/20/2025
626328	39239036	Government Fees FL BCAIF Surcharge	285.68	\$	4.28	11/20/2025
626328	39239036	BRA - Board of Rules & Appeals Fee	10780.63	\$	5.72	11/20/2025
626328	39239036	Building Permit Fee	10780.63	\$	285.68	11/20/2025
626422	472386	Expired Permit - Greater Than 180 Days	125	\$	125.00	11/21/2025
626448	39239001	Government Fees FL DBPR Surcharge	304.75	\$	3.04	11/21/2025
626448	39239001	Government Fees FL BCAIF Surcharge	304.75	\$	4.57	11/21/2025
626448	39239001	BRA - Board of Rules & Appeals Fee	11500	\$	6.24	11/21/2025
626448	39239001	Building Permit Fee	11500	\$	304.75	11/21/2025
626478	39194495	Plan Review Fee	1	\$	95.00	11/24/2025
626506	39239216	Government Fees FL DBPR Surcharge	204.02	\$	2.04	11/24/2025



The Town of Hillsboro Beach
All Fees Collected

Start Date: 11/01/2025
End Date: 11/30/2025

626506	39239216	Government Fees FL BCAIF Surcharge	204.02	\$	3.06	11/24/2025
626506	39239216	BRA - Board of Rules & Appeals Fee	7699	\$	4.16	11/24/2025
626506	39239216	Building Permit Fee	7699	\$	204.02	11/24/2025
626513	39238301	Government Fees FL DBPR Surcharge	282.35	\$	2.82	11/24/2025
626513	39238301	Government Fees FL BCAIF Surcharge	282.35	\$	4.23	11/24/2025
626513	39238301	BRA - Board of Rules & Appeals Fee	10655	\$	5.72	11/24/2025
626513	39238301	Building Permit Fee	10655	\$	282.35	11/24/2025
626558	39239165	Government Fees FL DBPR Surcharge	291.5	\$	2.91	11/25/2025
626558	39239165	Government Fees FL BCAIF Surcharge	291.5	\$	4.37	11/25/2025
626558	39239165	BRA - Board of Rules & Appeals Fee	11000	\$	5.72	11/25/2025
626558	39239165	Building Permit Fee	11000	\$	291.50	11/25/2025
626578	39238291	Government Fees FL DBPR Surcharge	742	\$	7.42	11/25/2025
626578	39238291	Government Fees FL BCAIF Surcharge	742	\$	11.13	11/25/2025
626578	39238291	BRA - Board of Rules & Appeals Fee	28000	\$	14.56	11/25/2025
626578	39238291	Plan Review Fee	1	\$	95.00	11/25/2025
626578	39238291	Building Permit Fee	28000	\$	742.00	11/25/2025
626621	39216860	Government Fees FL DBPR Surcharge	400.68	\$	4.00	11/25/2025
626621	39216860	Government Fees FL BCAIF Surcharge	400.68	\$	6.01	11/25/2025
626621	39216860	BRA - Board of Rules & Appeals Fee	15120	\$	8.32	11/25/2025
626621	39216860	Plan Review Fee	1	\$	95.00	11/25/2025
626621	39216860	Building Permit Fee	15120	\$	400.68	11/25/2025
626622	39216862	Government Fees FL DBPR Surcharge	371	\$	3.71	11/25/2025
626622	39216862	Government Fees FL BCAIF Surcharge	371	\$	5.56	11/25/2025
626622	39216862	BRA - Board of Rules & Appeals Fee	14000	\$	7.28	11/25/2025
626622	39216862	Plan Review Fee	1	\$	95.00	11/25/2025
626622	39216862	Building Permit Fee	14000	\$	371.00	11/25/2025
626650	39239610	Government Fees FL DBPR Surcharge	177.55	\$	2.00	11/26/2025
626650	39239610	Government Fees FL BCAIF Surcharge	177.55	\$	2.66	11/26/2025
626650	39239610	BRA - Board of Rules & Appeals Fee	6700	\$	3.64	11/26/2025
626650	39239610	Building Permit Fee	6700	\$	177.55	11/26/2025
626652	39216850	Government Fees FL DBPR Surcharge	2544	\$	25.44	11/26/2025
626652	39216850	Government Fees FL BCAIF Surcharge	2544	\$	38.16	11/26/2025
626652	39216850	BRA - Board of Rules & Appeals Fee	96000	\$	49.92	11/26/2025
626652	39216850	Plan Review Fee	1	\$	95.00	11/26/2025
626652	39216850	Building Permit Fee	96000	\$	2,544.00	11/26/2025
626653	39216834	Government Fees FL DBPR Surcharge	503.5	\$	5.03	11/26/2025
626653	39216834	Government Fees FL BCAIF Surcharge	503.5	\$	7.55	11/26/2025
626653	39216834	BRA - Board of Rules & Appeals Fee	19000	\$	9.88	11/26/2025
626653	39216834	Plan Review Fee	1	\$	95.00	11/26/2025
626653	39216834	Building Permit Fee	19000	\$	503.50	11/26/2025
626654	39216733	Government Fees FL DBPR Surcharge	212	\$	2.12	11/26/2025
626654	39216733	Government Fees FL BCAIF Surcharge	212	\$	3.18	11/26/2025
626654	39216733	BRA - Board of Rules & Appeals Fee	8000	\$	4.16	11/26/2025



**The Town of Hillsboro Beach
All Fees Collected**

Start Date: 11/01/2025
End Date: 11/30/2025

626654	39216733	Plan Review Fee	1	\$	95.00	11/26/2025
626654	39216733	Building Permit Fee	8000	\$	212.00	11/26/2025
626655	39216765	Government Fees FL BCAIF Surcharge	125	\$	2.00	11/26/2025
626655	39216765	Government Fees FL DBPR Surcharge	125	\$	2.00	11/26/2025
626655	39216765	BRA - Board of Rules & Appeals Fee	3400	\$	2.08	11/26/2025
626655	39216765	Plan Review Fee	1	\$	95.00	11/26/2025
626655	39216765	Building Permit Fee	3400	\$	125.00	11/26/2025
626656	39216756	Government Fees FL DBPR Surcharge	1113	\$	11.13	11/26/2025
626656	39216756	Government Fees FL BCAIF Surcharge	1113	\$	16.69	11/26/2025
626656	39216756	BRA - Board of Rules & Appeals Fee	42000	\$	21.84	11/26/2025
626656	39216756	Building Permit Fee	42000	\$	1,113.00	11/26/2025
626658	39216738	Government Fees FL DBPR Surcharge	492.9	\$	4.92	11/26/2025
626658	39216738	Government Fees FL BCAIF Surcharge	492.9	\$	7.39	11/26/2025
626658	39216738	BRA - Board of Rules & Appeals Fee	18600	\$	9.88	11/26/2025
626658	39216738	Plan Review Fee	1	\$	95.00	11/26/2025
626658	39216738	Building Permit Fee	18600	\$	492.90	11/26/2025
626691	39239541	Government Fees FL DBPR Surcharge	172.11	\$	2.00	11/28/2025
626691	39239541	Government Fees FL BCAIF Surcharge	172.11	\$	2.58	11/28/2025
626691	39239541	BRA - Board of Rules & Appeals Fee	6495	\$	3.64	11/28/2025
626691	39239541	Building Permit Fee	6495	\$	172.11	11/28/2025
626692	39239890	Government Fees FL DBPR Surcharge	221.27	\$	2.21	11/28/2025
626692	39239890	Government Fees FL BCAIF Surcharge	221.27	\$	3.31	11/28/2025
626692	39239890	BRA - Board of Rules & Appeals Fee	8350	\$	4.68	11/28/2025
626692	39239890	Building Permit Fee	8350	\$	221.27	11/28/2025
					\$37,615.10	

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-0606490
STATEMENT NO: 75241

Attn: Mac Serda, Town Manager

General Matters

			HOURS	
11/20/2025	SMS	Discussion and review related to Inter-Local Agreement with LHP.	0.40	
	DJD	Review of revisions to Agreement of Waste Pro.	1.30	
11/21/2025	DJD	Review Interlocal Agreement with Deerfield Beach regarding Fire services.	0.40	
11/25/2025	SMS	Correspondence regarding construction costs.	0.20	
	DJD	Review emails relative to lawsuit between residents; address Town Manager availability for trial.	0.70	
12/01/2025	DJD	Address response and compliance with Subpoena; telephone call with Attorneys regarding lawsuit; prepare for meeting; address Inter-Local Agreement with Lighthouse Point; telephone call with Attorney for resident.	3.30	
12/02/2025	DJD	Prepare for and attend Town Commission meeting; telephone call with attorney for residents.	3.80	
12/03/2025	SMS	Correspondence related to Florida Department of Environmental Protection grants.	0.20	
	DJD	Draft Development Orders for 987 Hillsboro Mile; address attendance at trial.	1.30	
12/04/2025	DJD	Address attendance at trial; review revisions to agreement with Waste Pro.	1.10	
12/05/2025	DJD	Review revisions to Agreement with Waste Pro.	0.50	
12/08/2025	SMS	Prepare for call with Florida Department of Environmental Protection.	0.30	
12/09/2025	SMS	Telephone conference call and discussion and correspondence with Florida Department of Environmental Protection.	0.70	
12/10/2025	SMS	Correspondence to Florida Department of Environmental Protection.	0.30	
	DJD	Additional revisions to proposed Ordinance regarding recovery residences.	1.30	
12/11/2025	DJD	Revise residence recovery ordinance.	1.30	
12/12/2025	DJD	Address status of court case.	0.40	
12/15/2025	SMS	Correspondence related to Florida Department of Environmental Protection.	0.20	
	DJD	Preparation of resolutions for the agenda.	0.50	
		FOR CURRENT SERVICES RENDERED	18.20	5,460.00

General Matters

	RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>		<u>TOTAL</u>
D.J. Doody	15.90	\$300.00		\$4,770.00
Sean M. Swartz	2.30	300.00		690.00

Photocopies 63.00

TOTAL OUT-OF-POCKET EXPENSES 63.00

TOTAL CURRENT WORK 5,523.00

BALANCE DUE \$5,523.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

Page: 1
 12/16/2025

TOWN OF HILLSBORO BEACH
 Town Clerk
 Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach FL 33062
 E: Sherry D. Henderson, CMC TOWN CLERK

ACCOUNT NO: 1182-1201006
 STATEMENT NO: 75242

Attn: Mac Serda, Town Manager

adv. Richard Crusco, Charles Doherty (ORD 2024-06)

			HOURS	
11/20/2025	DJD	Telephone conference with counsel for Property Owner regarding expert witness.	0.40	
11/21/2025	DJD	Address filing of expert witness disclosure by Hillsboro Mile Property Owners. FOR CURRENT SERVICES RENDERED	0.40 0.80	<u>240.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. Doody	0.80	\$300.00	\$240.00

Photocopies	42.00
TOTAL OUT-OF-POCKET EXPENSES	<u>42.00</u>
TOTAL CURRENT WORK	282.00
BALANCE DUE	<u>\$282.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

Page: 1
 12/16/2025
 ACCOUNT NO: 1182-1201007
 STATEMENT NO: 75243

TOWN OF HILLSBORO BEACH
 Town Clerk
 Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach FL 33062
 E: Sherry D. Henderson, CMC TOWN CLERK

Attn: Mac Serda, Town Manager

adv. Richard Crusco in Re-Zoning Change and Approval

			HOURS	
11/25/2025	DJD	Review Second Joint Status Report.	0.40	
11/26/2025	DJD	Review pleading regarding Second Joint Status Report.	0.40	
		FOR CURRENT SERVICES RENDERED	0.80	240.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. Doody	0.80	\$300.00	\$240.00

TOTAL CURRENT WORK 240.00

BALANCE DUE \$240.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

**Agenda Item: Police Department
Chief Rob O'Neill**

Submitting Dept: Police, Sherry Henderson, Town Clerk

Agenda Date: January 6, 2026

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Chief Monthly Nov-25.rmo



Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
 From: Police Chief, Robert O'Neill
 Subject: November 2025 Monthly Report

Patrol Snapshot:

Activity	Current Month	October 2025	November 2024
Contacts			
Motor Vehicle	277	261	224
Crosswalk	93	117	140
Marine Unit	79	65	145
Beach Unit	8	32	102
Cyclists	115	136	201
Arrests	4	1	0
Service			
Alarms	16	14	13
Assist Other Agency	3	4	4
Dogs on Beach/Animal	9	1	6
Vessel	10	6	6
Noise	1	0	3
Open Doors	4	5	4
Police Assists	100	110	92
Domestic/Disturbance	1	3	4
Sick/Injured	22	9	9
Crash	2	2	0
Trespassing	1	1	0
Security Checks	6017	5642	6174
Total Calls	247	242	249

Training:

Police Law Institute (Online): Racial Profiling, Implicit Bias, and Cultural Competency

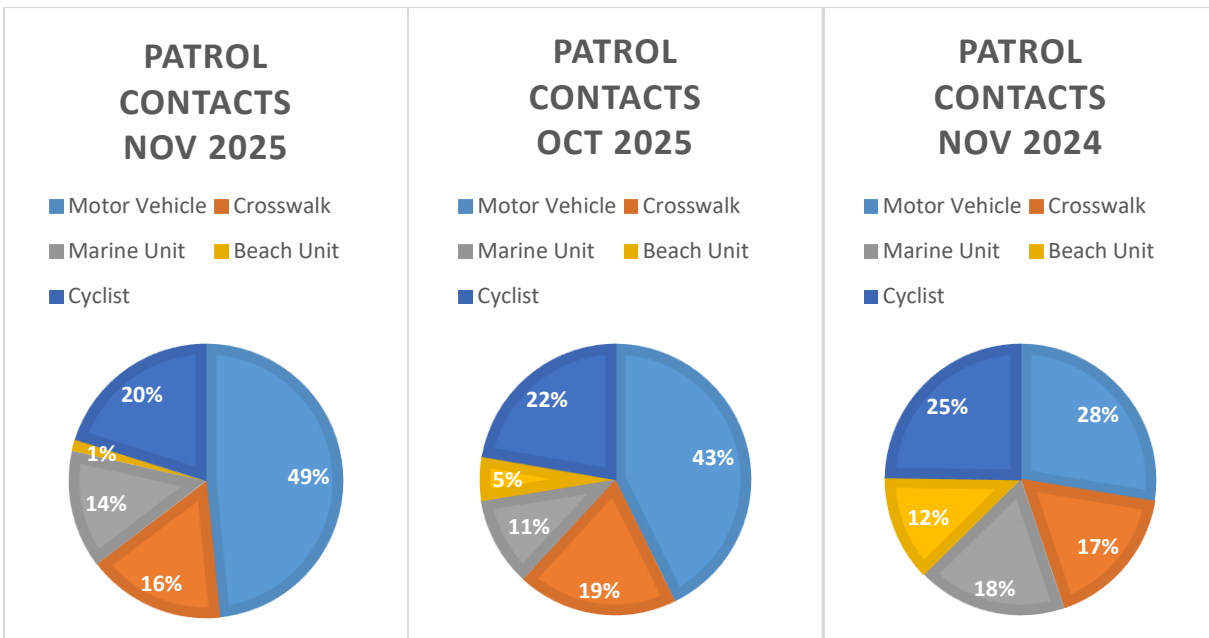
Power DMS Topics: Communications

Personnel News: Officer Collin Josey successfully completed his field training, and has been assigned to Patrol. Our CFA on-site was successful and we're recommended for re-accreditation with Excelsior Recognition.

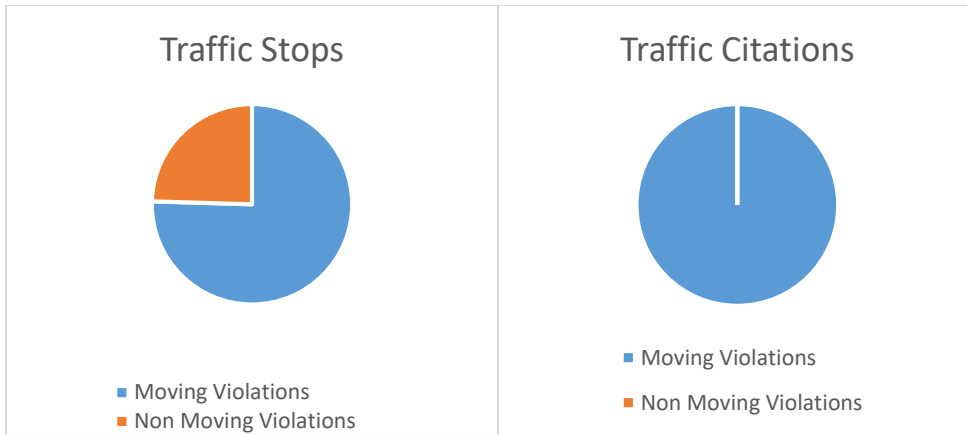
Investigations Snapshot:

November 2025 (new)	Actively Working	Inactivated/Cleared
Fraud (#253009)	Rental Listing Scam (#251674)	
Stolen License Plate (#253074)	Identity Theft/Fraud (#250681)	
	Scheme to Defraud (#251317)	
	Fraud (#250681)	
	Stolen Vehicle (#242556)	
	Burglary (#242927)	
	Found Property (#242931)	
	Identity Theft (#250392)	
	Grand Theft (#251924)	
	Stolen Vehicle (#250603)	
	Stalking (#251867)	
	Grand Theft/Forgery (#252565)	
	Stalking (#252630)	
	Grand Theft (#252715)	

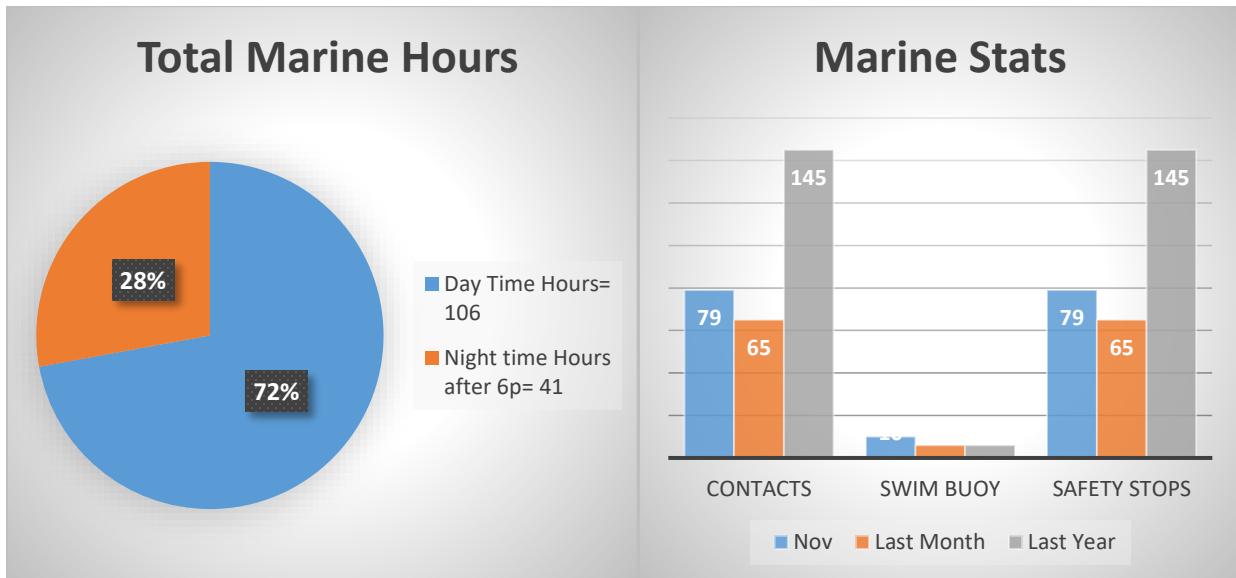
Patrol Services:



Traffic:



Marine/Beach Patrol:



November Notable Events:

On November 1st an HBPD Officer on patrol in the 1000 block of Hillsboro Mile, advised he observed a vehicle parked blocking the bike lane. Officers made contact with a driver who had a suspended license from Georgia. The driver was initially unresponsive, BSO Fire Rescue was therefore requested for a Medical Assessment. The driver who was apparently under the influence, attempted to bite one of the BSO Fire Rescue medics. He was taken into custody and transported to the Broward Sheriff's Office BAT facility for testing and evaluation. Driver was then transported to the Broward Sheriff's Office main jail and incarcerated for driving under the influence.

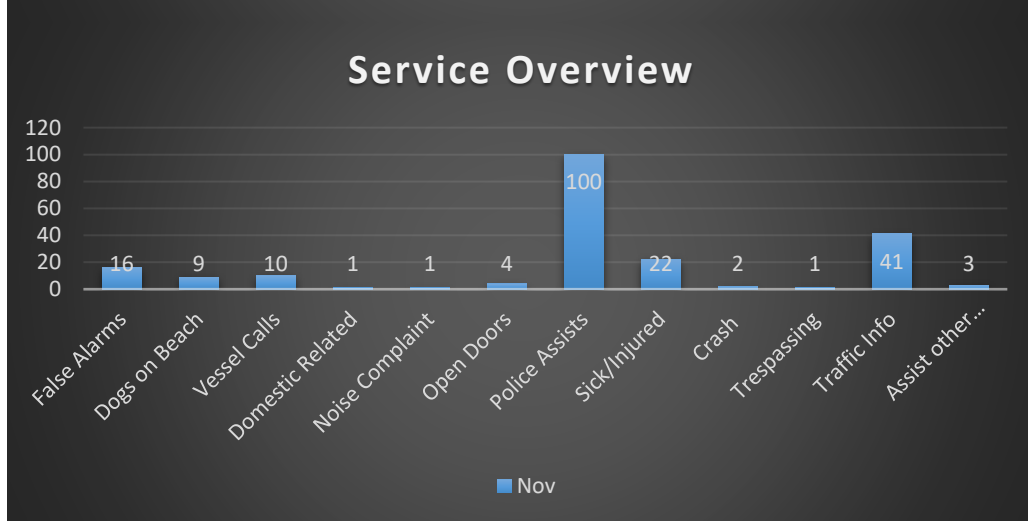
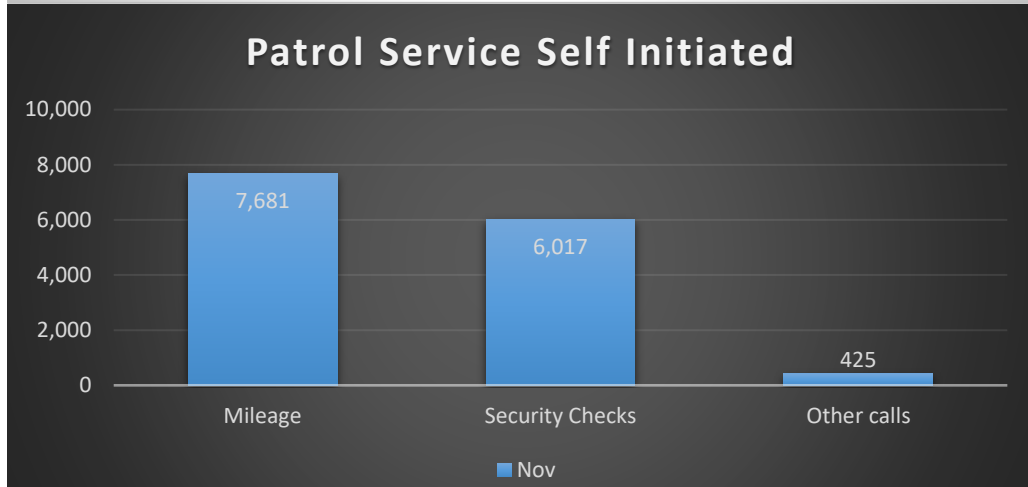
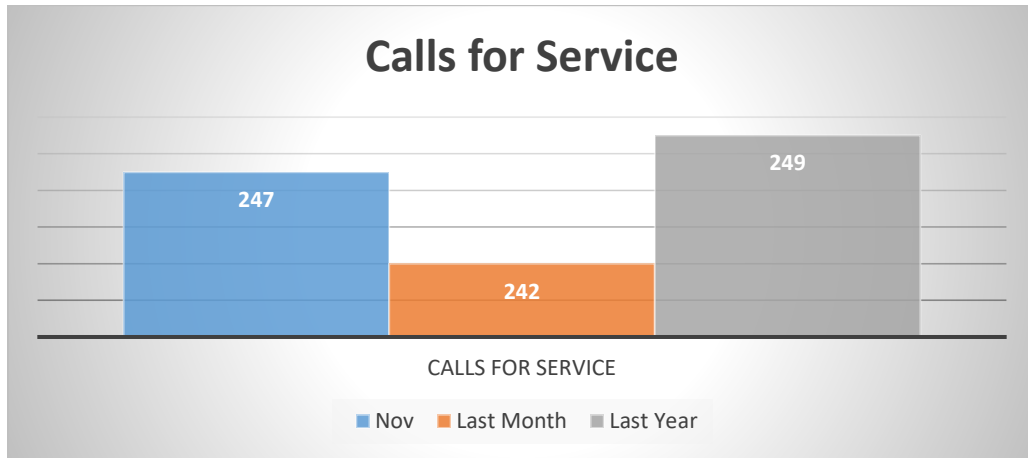
On November 11th an HBPD Officer on patrol observed on the beach, in the 1100 block of Hillsboro Mile, what appeared to be a fire on the beach. Officers made contact with a few individuals on the beach who had a small cook fire. The individuals advised they were not aware a permit was required. Officers educated them on the permit process and the dangers of having a fire with high winds present. The fire was then promptly extinguished, assistance rendered.

On November 16th HBPD received a walk-in complaint at the Police Department lobby in reference to a stolen license plate that occurred in the 1200 block of Hillsboro Mile. An Officer made contact with the complainant and collected the plate number and the registration number for entry into the FCIC/NCIC computer system. An offense incident report was initiated, assistance rendered.

On November 19th HBPD received a phone complaint in reference to a dog bite that occurred in the 1100 block of Hillsboro Mile. Our HBPD units responded and made contact with the complainant who refused medical assistance. Officers also made contact with the dog's owner and collected the required information for our report. We notified Broward County Animal Care and Control pursuant to their protocol, assistance rendered.

On November 25th HBPD received a 911/CAD alert regarding a traffic crash, unknown injuries in the 1000 block of Hillsboro Mile. Our HBPD units responded along with BSO Fire Rescue, it was determined the crash did not result in any injury. A vehicle traveling along Hillsboro Mile crashed into a stopped utility truck and was disabled. Westway towing responded for the vehicle, assistance rendered.

Overall Calls for Service:





TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Building Department

George Folles, Building Official, CG&A

Submitting Dept: Building Permits, Sherry Henderson, Town Clerk

Agenda Date: January 6, 2026

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. NOV 2025 Memo
 2. November 2025 Commission Report



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Dawn Miller and Commission

FROM: George Folles Building Official

DATE: January 2026 Commission Report

SUBJECT: Building Department Report

- The Related Group's Rosewood Project Parcel's A & B have been proceeding with Special Inspector and Town inspections. All large concrete pours are close to being completed.
- Rosewood's Dune Crossover construction has begun.
- Plan review and inspections are up to date.

Respectfully Submitted,

George Folles Building Official
Building Code Services | Town of Hillsboro Beach



Calvin, Giordano & Associates, Inc.

1210 Hillsboro Mile | Hillsboro Beach FL 33062

Office: 954.427.4011 | Fax: 954.427.4834 | Cell: 954.592.5057

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

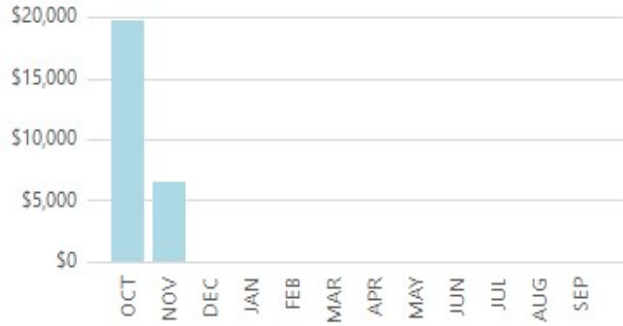


**Town of Hillsboro Beach
Building Department
Summary Report**

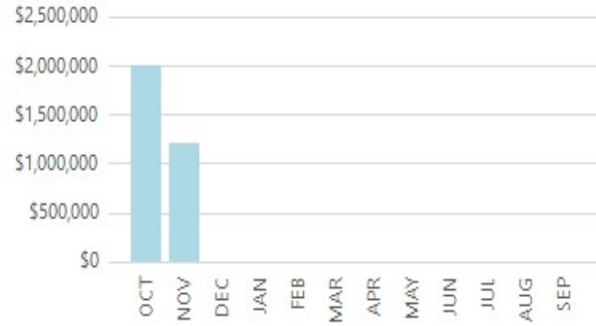
**Start Date: 11/1/2025
End Date: 11/30/2025**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Construction Value	\$2,003,852	\$1,213,342	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,217,194
Building Permit Fees	\$94,498	\$34,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$129,299
Fire & Zoning Fees	\$5,550	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,750
Total Revenue	\$100,048	\$36,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,049
CGA Expense	\$80,323	\$29,580	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109,904
Town Revenue	\$19,725	\$6,420	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,145

Net Revenue



Construction Value





**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 11/1/2025
End Date: 11/30/2025**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$34,800.35	\$5,220.05	\$600.00	\$600.00	\$200.00	\$29,580.30	\$621.16	\$320.34	\$473.25
YTD	\$129,298.57	\$19,394.79	\$1,500.00	\$5,250.00	\$1,125.00	109,903.78	\$2,343.96	\$1,217.29	\$1,788.63



**Town of Hillsboro Beach
Building Department
Permit Report**

**Start Date: 11/1/2025
End Date: 11/30/2025**

Permit Type	# Issued	Building Permit Fees
COMMERCIAL CONCRETE RESTORATION	6	5,465.40
COMMERCIAL ELECTRICAL MISCELLANEOUS	9	8,674.59
COMMERCIAL LP TANK	1	95.00
COMMERCIAL RE-ROOF	1	95.00
COMMERCIAL STRUCTURAL MISCELLANEOUS	3	9,480.50
COMMERCIAL WINDOWS/DOORS/SHUTTERS	1	380.00
RESIDENTIAL A/C CHANGE OUT	13	2,477.58
RESIDENTIAL ALTERATION	3	310.00
RESIDENTIAL DOCK	1	95.00
RESIDENTIAL SOLAR PANEL	1	5,452.50
RESIDENTIAL WATER HEATER	3	470.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	5	1,804.78
	47	\$34,800.35



**Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 11/1/2025
End Date: 11/30/2025**

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	123	46	14
Electrical	40	15	8
Plumbing	35	20	14
Mechanical	18	16	12
Fire	8	13	8
Zoning	0	11	6
Totals	224	123	62



**Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 11/1/2025
End Date: 11/30/2025**

Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
COMMERCIAL ALTERATION					
484329080010	25388522-0	11/7/2025	901 HILLSBORO MILE (CURTISS HOUSE ELEVATOR MACHINE ROOM)	HILLSBORO CLUB	\$9,900.00
484329080010	25388523-0	11/7/2025	901 HILLSBORO MILE (CLUB #2 KITCHEN AND ELEVATOR MACHINE ROOM)	HILLSBORO CLUB	\$9,900.00
484329080010	25388524-0	11/7/2025	901 HILLSBORO MILE (MALCOLM HOUSE ELEVATOR MACHINE ROOM)	HILLSBORO CLUB	\$9,900.00
Grand Total					\$29,700.00
RESIDENTIAL ALTERATION					
484308PP0170	25388361-0	11/3/2025	1212 HILLSBORO MILE (UNIT 18)	PALM HILL OCEAN CLUB CO-OP	\$20,300.00
Grand Total					\$20,300.00



**Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 11/1/2025
End Date: 11/30/2025**

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	114	3.77	17.25



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Code Compliance

Bernard Pita, Code Compliance Supv, CG&A

Submitting Dept: Code Enforcement , Sherry Henderson, Town Clerk

Agenda Date: January 6, 2026

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. November 2025 Code Case Action Report
 2. November 2025 Code Summary Report
 3. November 2025 Cases in Special Magistrate Process Report



Case Action Report*

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued	
				Date Issue	Type
10/27/2025	Nuisance	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	10/31/2025	Complaint Officer Assigned B. Pita
10/22/2025	Landscape Requirements	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	11/3/2025	Courtesy Notice Officer Assigned B. Pita
10/22/2025	Fire Inspection Violation	1160 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 605	Open	11/12/2025	Affidavit of Non-Compliance Complaint B. Pita
10/27/2025	Landscape Maintenance Violation	971 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	11/12/2025	Complaint Officer Assigned B. Pita
10/27/2025	Vehicle Parking / Storage	1069 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	11/13/2025	Courtesy Notice Officer Assigned B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 507	Open	11/18/2025	Complaint Officer Assigned B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 107	Open	11/24/2025	Courtesy Notice Officer Assigned B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued	
				Date Issue	Type
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 205	Open	11/18/2025	Complaint
					Officer Assigned
					B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 406	Open	11/24/2025	Courtesy Notice
					Officer Assigned
					B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 601	Open	11/18/2025	Complaint
					Officer Assigned
					B. Pita
11/18/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 509	Open	11/24/2025	Courtesy Notice
					Officer Assigned
					B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 202	Open	11/18/2025	Complaint
					Officer Assigned
					B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 305	Open	11/24/2025	Courtesy Notice
					Officer Assigned
					B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 608	Open	11/18/2025	Complaint
					Officer Assigned
					B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 704	Open	11/24/2025	Courtesy Notice
					Officer Assigned
					B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 205	Open	11/18/2025	Complaint
					Officer Assigned
					B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 704	Open	11/24/2025	Courtesy Notice
					Officer Assigned
					B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued	
				Date Issue	Type
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 306	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #Property Manager	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
				11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 402	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
				11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 206	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
				11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 108	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
				11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 706	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
				11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 501	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
				11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 105	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
				11/18/2025	Complaint
				11/24/2025	Courtesy Notice

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued	
				Date Issue	Type
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 210	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 506	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 505	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 207	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 309	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 109	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 502	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 409	Open	11/18/2025	Complaint
					Officer Assigned
				11/24/2025	Courtesy Notice

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Case Action Report*

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued	
				Date Issue	Type
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 503	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 610	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 310	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 408	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/18/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 604	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 605	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 401	Open	11/18/2025	Complaint
				11/24/2025	Courtesy Notice

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Case Action Report*

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 401	Open	11/24/2025 Courtesy Notice B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 405	Open	<u>Date Issue</u> <u>Type</u> 11/18/2025 Complaint B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 607	Open	11/24/2025 Courtesy Notice B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 301	Open	<u>Date Issue</u> <u>Type</u> 11/18/2025 Complaint B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 407	Open	11/24/2025 Courtesy Notice B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 701	Closed	<u>Date Issue</u> <u>Type</u> 11/18/2025 Complaint B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 203	Open	11/24/2025 Courtesy Notice B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 510	Open	<u>Date Issue</u> <u>Type</u> 11/18/2025 Complaint B. Pita
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 510	Open	11/24/2025 Courtesy Notice B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach, FL 33062

Case Action Report*

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
				Date Issue	Type	Officer Assigned
11/17/2025	Zoning Violation	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 104	Open	11/23/2025	Complaint	T. Bair
				11/24/2025	Courtesy Notice	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	99
Cases Opened During Period	153
Cases Opened as result of Complaint	153
Cases Closed During Period	2
Cases Closed due to compliance	2
Cases Open at End of Period	250
Inspections	146
Reinspections	72
Total	218
Special Magistrate Cases During Period	3

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	99	153	153	2	2	250
Total	99	153	153	2	2	250



Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 11/1/2025 To 11/30/2025 Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	144	72	216
S. Oliver	1	0	1
T. Bair	1	0	1
Total	146	72	218

Summary of Cases Opened by Incident Type

Incident Type	Number
Fire Inspection Violation	75
Zoning Violation	66
Construction Site Violation	12
Total	153

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$3,312,325.00	\$152,100.00	\$3,464,425.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$3,312,325.00		\$3,464,425.00

Code Cases in Special Magistrate Process - November 2025

Landscape Requirements	MEDZ LLC	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
Building Permit Requirement	ROZENBLUM, MICHAEL & KAREN, MICHAEL & KAREN ROZENBLUM REV TR	1160 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH #Penthouse
Landscape Maintenance Violation	1079 HILLSBORO MILE LLC	1079 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
Landscape Requirements	SEAGRAPE REV TR PRATT, DAVID TRSTEE	963 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
Construction Site Violation	MIRCHANDANI, KISHORE H/E MIRCHANDANI, ANJALI	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 10
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 8 # 33483
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 5
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 14
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 9 # 33483
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 12
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 16
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 7
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2 #
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 15
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 11
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 13
Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 4
Nuisance	MILLIONAIRE PORTFOLIO GROUP LLC	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Yoga at Town Hall — Sat, Jan. 31, 2025
Municipal Election — Tue, Mar 10, 2026

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: January 6, 2026

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. ChristaGBio (002)
2. Flyer - Important Dates 2026 Election



Christa Goulakos

YOGA TEACHER & PERSONAL TRAINER



- World Championship Competitor (Figure Skating)
- 200 HR- Yoga Alliance Approved Yoga Teacher
- CPR and First Aid Certified
- Serving South Florida
- Available for privates, groups, events, residential communities ect...

Growing up as a World level figure skater in Montreal Quebec, staying fit , healthy and motivated has always been a part of my life.

After coaching competitive athletes for the past decade, I have been able to pass on my knowledge and instill a sense of hard work and accomplishment in them.

Throughout my journey I discovered Yoga and it has transformed my body, mind and soul. It is for those very reasons that I have now decided to pass on the benefits that yoga/fitness can offer everyone .

Helping people, of all walks of life, getting both mentally and physically stronger, is my passion. I provide customized fitness and yoga instruction which caters to each individual's needs. I work with everyone from beginners, to athletes of all levels, groups, sports teams, special events, beach fitness...I work throughout the South Florida area as well as abroad (via Zoom)

It would be my pleasure to share my passion and knowledge in order for you to meet all of your goals and to live what is truly possible for your life.



HILLSBORO
BEACH *florida*

Hillsboro Beach Municipal Election

March 10, 2026

Municipal Election Date

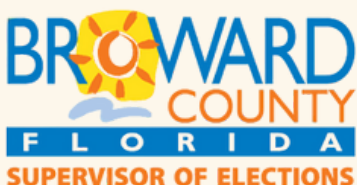


IMPORTANT DATES

- **Deadline to Register:**
Mon, February 9, 2026

- **Request VBM Ballot Deadline:**
5:00 PM on Thu, February 26, 2026

OFFICE OF THE TOWN CLERK
Sherry D. Henderson, CMC Town Clerk / Qualifying Officer
1210 Hillsboro Mile, Hillsboro Beach, FL 33062
TownClerk@TownofHillsboroBeach.com
954-427-4011 ext. 2



Supervisor of Elections Headquarters
4650 NW 21ST Ave.
Fort Lauderdale, FL 33309
954-357-VOTE (8683)
M-F 9am-5pm (Excluding Holidays)

www.BrowardVotes.gov