

VILLAGE OF LAZY LAKE
REGULAR MEETING AGENDA
SUNSERVE BUILDING CONFERENCE ROOM
2312 WILTON DRIVE, WILTON MANORS, FLORIDA
THURSDAY, SEPTEMBER 28, 2023
6:30 P.M.

TO PARTICIPATE VIA TELEPHONE

Dial-in: **1-443-489-6180**

Pin: **730 449 611#**

Persons who wish to speak will recognized
by the Mayor during open public comments
portion(s) of the meeting.

Village Council

Mayor Richard Willard
Council Member Ray Nyhuis
Council Member Carlton Kirby
Council Member Patrick Kaufman
Council Member Jeff Grenell
Council Member Robert Strusinski

1. Roll Call

2. Public Comments - (comments will be limited to three [3] minutes per person)

3. Public Hearing- Final Millage Rate / Budget for 2023-24 fiscal year

a. Resolution 2023-07

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF TAXATION; PROVIDING FINDINGS; ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2023-2024 FISCAL YEAR (I.E. THE FINAL MILLAGE RATE); PROVIDING DIRECTIONS TO THE MAYOR AND ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

b. Resolution 2023-08

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; PROVIDING FINDINGS; ADOPTING THE FINAL BUDGET FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2023-2024 FISCAL YEAR; PROVIDING DIRECTIONS TO THE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

4. Approval of Minutes

September 14, 2023, Village Council Meeting Minutes

5. New Business

a. Resolution 2023-09

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH THE CITY OF FORT LAUDERDALE FOR THE PROVISION OF FIRE PROTECTION AND FIRE RESCUE SERVICES BEGINNING OCTOBER 1, 2023 FOR A PERIOD OF FIVE (5) YEARS WITH AUTOMATIC RENEWALS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS TO EFFECTUATE THE INTENT OF THE RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

6. Village Attorney comments

7. Mayor and Council comments

8. Adjournment

NOTE: This Council Meeting will be held in the Conference Room of the SunServe Building located at the above address.

**AGENDA AND SUPPORTING DOCUMENTATION POSTED AT:
www.lazylakefl.us**

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, said person will need a record of the proceedings. For such purpose, a verbatim record of the proceeding will have to be made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requiring accommodation in order to participate should contact the Village Administrator at 954-756-3155 as soon as possible before the meeting (preferably at least five (5) business days prior to the meeting) to request such accommodations. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8700 (voice) or 1-800-955-8771 (TDD).

RESOLUTION NO. 2023-07

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF TAXATION; PROVIDING FINDINGS; ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2023-2024 FISCAL YEAR (I.E. THE FINAL MILLAGE RATE); PROVIDING DIRECTIONS TO THE MAYOR AND ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on July 19, 2023, the Village Council of the Village of Lazy Lake, Florida ("Village Council") approved a motion to advise the Broward County Property Appraiser of: (a) the Village's proposed millage rate of **6.5000 mils**, (b) the Village's "rolled back rate" of **6.0576 mils**, and (c) that a public hearing will be held by the Village Council on September 28, 2023, to consider: (i) the Village's tentative millage rate and (ii) the Village's tentative budget for the Village's next ensuing Fiscal Year (which budget commences October 1, 2023 and continues through September 30, 2024 [herein, the "2023-2024 Fiscal Year"]); and

WHEREAS, at the September 14, 2023 public hearing: (i) the proposed tentative millage rate was announced, (ii) the computed rolled back rate was announced, (iii) the first substantive issue discussed was the millage rate necessary to fund the tentative budget, and the specific purposes for which ad valorem taxes are proposed to be increased, (iv) the Village Council adopted Village Resolution No. 2023-04, approving the tentative millage rate of 6.5000 mils, and (v) the Village Council adopted Village Resolution No. 2023-05, approving the tentative budget for the 2023-2024 Fiscal Year; and

WHEREAS, the current year gross taxable value of real property within the Village of Lazy Lake for operating purposes which is not exempt from taxation has been certified by the Property Appraiser to be \$10,914,177; and

WHEREAS, the Village caused there to be advertised in the *South Florida Sun Sentinel* newspaper on September 23, 2023, a "Notice of Proposed Tax Increase" (which Notice advertised a public hearing on September 28, 2023, at 6:30 P.M., at which a final decision would be made on the tax increase and budget) and a "Budget Summary"; and

WHEREAS, the Village Council held its public hearing on September 28, 2023, for the purpose of considering the approval of a proposed final millage rate and a proposed final budget; and

WHEREAS, the Village Council reviewed the previously approved Tentative Budget for the Village’s 2023-2024 Fiscal Year and made such adjustments to same as it determined necessary at the public hearing of September 28, 2023, so that the same may be approved as the Final Budget; and

WHEREAS, the Village Council has computed a final millage rate which is necessary to fund the proposed Final Budget for the Village of Lazy Lake’s 2023-2024 Fiscal Year, other than the portion of such proposed Final Budget which is to be funded from sources other than ad valorem taxes, and further, has computed the percentage by which the computed tentative millage rate exceeds the rolled back rate.

NOW, THEREFOR, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, THAT:

Section 1: The foregoing recitals are approved as if set forth herein.

Section 2: There is hereby adopted a final millage rate of **6.5000 mils** for levying, imposition, and collection of ad valorem taxes necessary to fund the Village of Lazy Lake’s proposed 2023-2024 Fiscal Year Budget other than the portion of such proposed Final Budget which is to be funded from sources other than ad valorem taxes. Therefore, the levying of ad valorem taxes with such final millage rate is hereby also approved.

Section 3: The final millage rate approved and levied in Section 2 of **6.5000 mils** is greater than the Village of Lazy Lake’s rolled back rate of **6.0576 mils** by 7.30%.

Section 4: The Village of Lazy Lake has no voted debt service millage.

Section 5: The Village Administrative Assistant is directed to send a copy of this Resolution to the Broward County Property Appraiser’s Office and the Broward County Tax Collector within three (3) days of its effective date. The Village Administrative Assistant is also directed to post this Resolution on the Village of Lazy Lake’s website. The Mayor is also directed to update the Florida Department of Revenue electronic taxation forms as soon as possible.

Section 6: Should any section, paragraph, sentence, clause, phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 7: This Resolution shall become effective immediately after passage by the Village Council and by signature by the Mayor.

RESOLUTION NO. 2023-08

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; PROVIDING FINDINGS; ADOPTING THE FINAL BUDGET FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2023-2024 FISCAL YEAR; PROVIDING DIRECTIONS TO THE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on July 19, 2023, the Village Council of the Village of Lazy Lake, Florida ("Village Council") approved a motion to advise the Broward County Property Appraiser of: (a) the Village's proposed millage rate of **6.5000 mils**, (b) the Village's "rolled back rate" of **6.0576 mils**, and (c) that a public hearing will be held by the Village Council on September 28, 2023, to consider: (i) the Village's tentative millage rate and (ii) the Village's tentative budget for the Village's next ensuing Fiscal Year (which budget commences October 1, 2023 and continues through September 30, 2024 [herein, the "2023-2024 Fiscal Year"]); and

WHEREAS, at the September 14, 2023 public hearing: (i) the proposed tentative millage rate was announced, (ii) the computed rolled back rate was announced, (iii) the first substantive issue discussed was the millage rate necessary to fund the tentative budget, and the specific purposes for which ad valorem taxes are proposed to be increased, (iv) the Village Council adopted Village Resolution No. 2023-04, approving the tentative millage rate of 6.5000 mils, and (v) the Village Council adopted Village Resolution No. 2023-05, approving the tentative budget for the 2023-2024 Fiscal Year; and

WHEREAS, the current year gross taxable value of real property within the Village of Lazy Lake for operating purposes which is not exempt from taxation has been certified by the Property Appraiser to be \$10,914,177; and

WHEREAS, the Village caused there to be advertised in the *South Florida Sun Sentinel* newspaper on September 23, 2023, a "Notice of Proposed Tax Increase" (which Notice advertised a public hearing on September 28, 2023, at 6:30 P.M., at which a final decision would be made on the tax increase and budget) and a "Budget Summary"; and

WHEREAS, the Village Council held its public hearing on September 28, 2023, for the purpose of considering the approval of a proposed final millage rate and a proposed final budget; and

WHEREAS, the Village Council reviewed the previously approved Tentative Budget for the Village's 2023-2024 Fiscal Year and made such adjustments to same as it

determined necessary at the public hearing of September 28, 2023, so that same may be approved as the Final Budget; and

WHEREAS, the Village Council has computed a final millage rate which is necessary to fund the proposed Final Budget for the Village of Lazy Lake's 2023-2024 Fiscal Year, other than the portion of such proposed Final Budget which is to be funded from sources other than ad valorem taxes, and further, has computed the percentage by which the computed tentative millage rate exceeds the rolled back rate, and further has approved such final millage rate; and

WHEREAS, the proposed budget for the Village of Lazy Lake's 2022-2023 Fiscal Year has been prepared with assistance from the Accounting Firm, *Keefe McCullough*; and

WHEREAS, the proposed Final Budget sets forth the appropriations and revenue estimate for the Village's 2023-2024 Fiscal Year as being in the amount of 145,000, and the Village Council wishes to approve same.

NOW, THEREFOR, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, THAT:

Section 1: The foregoing recitals are approved as if set forth herein.

Section 2: There is hereby approved and adopted the Village of Lazy Lake's Final Budget for the 2023-2024 Fiscal Year. The Final Budget is attached hereto as **Exhibit "A."**

Section 3: The Village Administrative Assistant is directed to send a copy of this Resolution to the Broward County Property Appraiser's Office and the Broward County Tax Collector within three (3) days of its effective date. The Village Administrative Assistant is also directed to post this Resolution on the Village of Lazy Lake's website. The Mayor is requested to update the State's electronic Trim reporting data.

Section 4: Should any section, paragraph, sentence, clause, phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5: This Resolution shall become effective immediately after passage by the Village Council and by signature by the Mayor.

PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2023.

RICHARD WILLARD
Mayor

ATTEST:

TEDRA ALLEN, MMC
Administration Assistant

ROLL CALL

Mayor Willard _____
Councilman Nyhuis _____
Councilman Kaufman _____
Councilman Kirby _____
Councilman Grenell _____
Councilman Strusinski _____

APPROVED AS TO LEGAL FORM:

PAMALA H. RYAN, ESQ
Village Attorney

PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2023.

RICHARD WILLARD
Mayor

ATTEST:

TEDRA ALLEN, MMC
Administration Assistant

ROLL CALL

Mayor Willard _____
Councilman Nyhuis _____
Councilman Kaufman _____
Councilman Kirby _____
Councilman Grenell _____
Councilman Strusinski _____

APPROVED AS TO LEGAL FORM:

PAMALA H. RYAN, ESQ
Village Attorney

PROPOSED BUDGET SUMMARY
VILLAGE OF LAZY LAKE - FISCAL YEAR ENDING SEPTEMBER 30, 2024
THE PROPOSED OPERATING BUDGET OF THE VILLAGE OF LAZY LAKE IS 7.30%
HIGHER THAN LAST YEARS TOTAL OF OPERATING EXPENDITURES

PROPOSED MILLAGE RATE 6.5000

THE FINAL PUBLIC BUDGET HEARING SHALL BE ON SEPTEMBER 28, 2023 AT 6:30PM
THE MEETING WILL BE HELD AT THE SUNSERVE BUILDING
2312 WILTON DRIVE, WILTON MANORS, FLORIDA

| | GENERAL FUND | SPECIAL REVENUE FUND | DEBT SERVICE | CAPITAL PROJECTS FUND | PERMANENT FUND | ENTERPRISE FUND | INTERNAL SERVICE FUND | TOTAL ALL FUNDS |
|---|-----------------|----------------------------|--------------|-----------------------------|-------------------|--------------------|-----------------------------|--------------------|
| ESTIMATED REVENUES | | | | | | | | |
| Millage per \$1000 | | | | | | | | |
| Property Taxes: | | | | | | | | |
| Ad Valorem Taxes - Broward County | 71,000 | - | - | - | - | - | - | 71,000 |
| Local Option Gas Tax | - | - | - | - | - | - | - | - |
| FPL Franchise | 2,000 | - | - | - | - | - | - | 2,000 |
| State Revenue Sharing | 7,000 | - | - | - | - | - | - | 7,000 |
| Sales and Use Taxes | - | - | - | - | - | - | - | - |
| Interest Income - Tax Collector | - | - | - | - | - | - | - | - |
| Miscellaneous | - | - | - | - | - | - | - | - |
| TOTAL SOURCES | 80,000 | - | - | - | - | - | - | 80,000 |
| Transfers In | - | - | - | - | - | - | - | - |
| Use of Fund Balance Reserves | 65,000 | - | - | - | - | - | - | 65,000 |
| TOTAL REVENUES, TRANSFERS & BALANCES | 145,000 | - | - | - | - | - | - | 145,000 |
| TOTAL EXPENDITURES | | | | | | | | |
| Village Attorney | 18,000 | - | - | - | - | - | - | 18,000 |
| Village Administrative Services | 12,000 | - | - | - | - | - | - | 12,000 |
| Trash Collection Expenses | 6,000 | - | - | - | - | - | - | 6,000 |
| Office Rent | 4,000 | - | - | - | - | - | - | 4,000 |
| Accounting | 5,000 | - | - | - | - | - | - | 5,000 |
| Fire Protection & EMS Services | 5,000 | - | - | - | - | - | - | 5,000 |
| Repair and Maintenance | 8,000 | - | - | - | - | - | - | 8,000 |
| Code Enforcement | 3,000 | - | - | - | - | - | - | 3,000 |
| Insurance Costs | 4,000 | - | - | - | - | - | - | 4,000 |
| Newspaper Advertising - TRIM Notices | 3,000 | - | - | - | - | - | - | 3,000 |
| Solid Waste Recycling | 2,000 | - | - | - | - | - | - | 2,000 |
| Electric | 2,000 | - | - | - | - | - | - | 2,000 |
| Election Costs - State of Florida | - | - | - | - | - | - | - | - |
| Web Hosting Services | 2,000 | - | - | - | - | - | - | 2,000 |
| Office Supplies | 1,000 | - | - | - | - | - | - | 1,000 |
| TOTAL EXPENDITURES | 75,000 | - | - | - | - | - | - | 75,000 |
| Transfers Out | - | - | - | - | - | - | - | - |
| Fund Balances | 70,000 | - | - | - | - | - | - | 70,000 |
| TOTAL APPROPRIATED EXPENDITURES | 145,000 | - | - | - | - | - | - | 145,000 |
| TRANSFERS, RESERVES, & BALANCES | 145,000 | - | - | - | - | - | - | 145,000 |

The tentative, adopted, and/or final budgets will be on file in the office of the above referenced taxing authority as a public record

Village of Lazy Lake Minutes
September 14, 2023

VILLAGE OF LAZY LAKE
1st Public Budget Hearing
MEETING MINUTES
2312 Wilton Drive, Wilton Manor, Fl. 33305
Thursday, September 14, 2023
6:30pm

Village Council

Mayor Richard Willard
Council Member Ray Nyhuis
Council Member Carlton Kirby
Council Member Patrick Kaufman
Council Member Jeff Grenell
Council Member Robert Strusinski

In Attendance

Tedra Allen – Administrative Assistant

In Attendance by phone

Pamala Ryan Esq. – Village Attorney

1. Roll Call

Mayor Richard Willard called the meeting to order at 6:32 p.m. It was determined a quorum was present.

2. 1st Public Budget Hearing

a. Mayor's Presentation of the proposed new budget and millage rate

Mayor Willard presented the proposed FY 2023-24 budget and millage rate. The Administrative Assistant will contact the Supervisor of Elections office to receive a quote for the 2024 Municipal Election in March.

3. Public Comments

None

4. Resolutions

a. Resolution 2023-04

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF TAXATION; PROVIDING FINDINGS; ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGES'S 2023-2024 FISCAL YEAR (I.E. THE TENTATIVE MILLAGE RATE); ESTABLISHING THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2023-2024 FISCAL YEAR; PROVIDING DIRECTIONS TO THE VILLAGE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

Motion made by Council Member Grenell to adopt the tentative millage rate of 6.5000 mils for Villages 2023-24 Fiscal Year, seconded by Council Member Strusinski. In a voice vote, the motion passed unanimously 5-0.

b. Resolution 2023-05

A RESOLUTION OF THE VILLAGE LAZY LAKE, BROWARD COUNTY, FLORIDA PERTAINING TO THE SUBJECT OF PUBLIC FINANCE; PROVIDING FINDINGS; ADOPTING THE TENTATIVE BUDGET FOR THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA FOR THE VILLAGE'S 2023-2024 FISCAL YEAR; ESTABLISHING THE TIME, DATE, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE FINAL MILLAGE RATE AND THE VILLAGE'S FINAL BUDGET FOR THE VILLAGE'S 2023-2024 FISCAL YEAR; PROVIDING DIRECTIONS TO THE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Council Member Grenell to adopt the tentative budget setting forth the total revenue, transfers, and balances for the Village's 2023-2024 Fiscal Year, seconded by Council Member Nyhuis. In a voice vote, the motion passed unanimously 5-0.

5. Approval of Minutes

2.1 July 19, 2023, Council Meeting Minutes

Council Member Kirby requested that the Village Council meeting minutes be more detailed.

Motion made by Council Member Grenell to approve the July 19, 2023 Village Council meeting minutes, seconded by Council Member Kirby. In a voice vote, the motion passed unanimously 5-0.

6. Consent Agenda

3.1 Ratification of payments made electronically from July 19, 2023, to present.

Council Member Nyhuis requested that the Village Attorney's billing be consolidated to make reviewing details practical.

Motion made by Council Member Grenell to approve the ratification of payments made electronically from July 19, 2023, to the present, seconded by Council Member Kaufman. In a voice vote, the motion passed unanimously 5-0.

7. New Business

a. Resolution 2023-06

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE PARTICIPATION AGREEMENT AND REGIONAL INTERLOCAL AGREEMENT FOR E-911 COMMUNICATION SYSTEM BETWEEN BROWARD COUNTY AND THE VILLAGE OF LAZY LAKE TO EXTEND THE TERM OF THE SYSTEM AGREEMENTS FOR CONSECUTIVE TERMS OF FIVE (5) YEARS BEGINNING ON OCTOBER 1, 2023; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Council Member Grenell to approve and authorize the execution of the Second Amendment to the Participation Agreement and Regional Inter-local Agreement for E-911 Communication System extending the term for consecutive terms of five (5) years beginning on October 1, 2023, seconded by Council Member Kirby. In a voice vote, the motion passed unanimously 5-0.

8. Village Attorney Comments

9. Mayor and Council comments

The Village Council had a discussion regarding the tree trimming issues around the Lake. The Council has concerns regarding whose responsibility it is regarding the maintenance of the lakes and the health of the lake. The duty of the residents concerning tree maintenance is unclear, and the possibility of hiring a contractor to cut the trees was discussed.

The possibility of drafting an ordinance enforcing if the tree originates from a resident's property; it is the responsibility of the resident to cut back the tree off the lake.

10. Adjournment - 7:36 pm

Tedra Allen, MMC Date

Mayor Richard Willard Date

RESOLUTION NO. 2023-09

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, BROWARD COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH THE CITY OF FORT LAUDERDALE FOR THE PROVISION OF FIRE PROTECTION AND FIRE RESCUE SERVICES BEGINNING OCTOBER 1, 2023 FOR A PERIOD OF FIVE (5) YEARS WITH AUTOMATIC RENEWALS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS TO EFFECTUATE THE INTENT OF THE RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Village of Lazy Lake (“Lazy Lake”) does not maintain a department for fire protection and fire rescue services with firefighting and emergency medical equipment and personnel; and

WHEREAS, the City of Fort Lauderdale (“Fort Lauderdale”) does maintain a Fire Rescue Department with fire protection and fire rescue services with firefighting and emergency medical equipment and personnel; and

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

WHEREAS, Fort Lauderdale and Lazy Lake have been parties to a preceding Interlocal Agreement for the delivery of emergency medical and fire protection services by Fort Lauderdale within the boundaries of Lazy Lake since April 2, 2001; and

WHEREAS, Fort Lauderdale and Lazy Lake desire to continue the positive working relationship engendered by the preceding Interlocal Agreement; and

WHEREAS, Fort Lauderdale and Lazy Lake desire to enter into this Interlocal Agreement to provide for the delivery of emergency medical and fire protection services by Fort Lauderdale within the municipal boundaries of Lazy Lake and to set forth how such emergency medical and fire protection services will be provided and at what costs; and

WHEREAS, the Interlocal Agreement shall commence on October 1, 2023, for a period of five (5) years, with automatic renewals occurring every five (5) years, unless terminated by either of the parties; and

WHEREAS, Fort Lauderdale and Lazy Lake have determined it is mutually beneficial and in the best interest of the public to enter this Interlocal Agreement; and

WHEREAS, Fort Lauderdale approved the Interlocal Agreement at its August 22, 2023 City Commission meeting.

NOW, THEREFOR, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF LAZY LAKE, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. The Interlocal Agreement with the City of Fort Lauderdale, Florida, for the provision of fire protection and fire rescue services is hereby approved in substantially the form attached hereto as **Exhibit “A”**; said Interlocal Agreement to be effective beginning October 1, 2023, for a period of five (5) years, with automatic renewals occurring every five (5) years, unless terminated by either of the parties.

Section 3. The Mayor is authorized to execute the Interlocal Agreement and all other necessary documents needed to effectuate the intent of this Resolution.

Section 4. Should any section, paragraph, sentence, clause, phrase, or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. This Resolution shall become effective immediately after passage by the Village Council and by signature by the Mayor.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL THIS 28TH DAY OF SEPTEMBER, 2023.

| <u>Council Member</u> | <u>Voice Vote</u> | <u>Absent</u> |
|-----------------------|-------------------|---------------|
| Patrick Kaufman | Yea ___ Nay ___ | ___ |
| Carlton Kirby | Yea ___ Nay ___ | ___ |
| Ray Nyhuis | Yea ___ Nay ___ | ___ |
| Jeff Grenell | Yea ___ Nay ___ | ___ |
| Robert Strusinski | Yea ___ Nay ___ | ___ |

SIGNED BY THE MAYOR this _____ day of _____, 2023.

Mayor Richard Willard

ATTEST:

APPROVED AS TO FORM:

Tedra Allen, MMC
Village Administrative Assistant

Pamala H. Ryan
Village Attorney

INTERLOCAL AGREEMENT

THIS IS AN INTERLOCAL AGREEMENT, entered on this _____ day of _____, 2023, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as “FORT LAUDERDALE.”

and

VILLAGE OF LAZY LAKE, a municipal corporation of the State of Florida, hereinafter referred to as “LAZY LAKE.”

WHEREAS, pursuant to a Motion passed at its meeting of _____, 2023, the City Commission of FORT LAUDERDALE authorized its proper officials to enter this Interlocal Agreement; and

WHEREAS, pursuant to a Motion passed at its meeting of _____, 2023, the Village Council of LAZY LAKE authorized its proper officials to enter this Interlocal Agreement; and

WHEREAS, LAZY LAKE presently does not maintain a department for fire protection and fire rescue services with firefighting and emergency medical equipment and personnel, and desires FORT LAUDERDALE to provide fire and rescue services to LAZY LAKE; and

WHEREAS, FORT LAUDERDALE does presently maintain a Fire Rescue Department and desires to provide fire and rescue services to LAZY LAKE; and

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

WHEREAS, FORT LAUDERDALE and LAZY LAKE have been parties to a preceding INTERLOCAL AGREEMENT for the delivery of emergency medical and fire protection services by FORT LAUDERDALE within the boundaries of LAZY LAKE since April 2, 2001; and

WHEREAS, FORT LAUDERDALE AND LAZY LAKE desire to continue the positive working relationship engendered by the preceding INTERLOCAL AGREEMENT; and

WHEREAS, FORT LAUDERDALE AND LAZY LAKE desire to enter into this Interlocal Agreement to provide for the delivery of emergency medical and fire protection services by FORT LAUDERDALE within the municipal boundaries of LAZY LAKE and to set forth how such emergency medical and fire protection services will be provided; and

WHEREAS, FORT LAUDERDALE and LAZY LAKE have determined it is mutually beneficial and in the best interest of the public to enter this Interlocal Agreement.

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

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT

1.1 The above recitals are true and correct and are incorporated herein by this reference.

1.2 It is the purpose and intent of this Interlocal Agreement for FORT LAUDERDALE and LAZY LAKE to provide a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.

1.3 The respective elective bodies of FORT LAUDERDALE and LAZY LAKE find the method of delivery of emergency medical and fire protection services set forth in this Interlocal Agreement is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2
GENERAL TERMS AND CONDITIONS

2.1 FORT LAUDERDALE's Advanced Life Safety (ALS) rescue/transport units, fire suppression apparatus and personnel shall provide comprehensive emergency medical and fire suppression services to residents and visitors within the municipal boundaries of LAZY LAKE as shown in Exhibit "1," attached hereto, twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The rendition of these services, standards of performance for these services, discipline of personnel and other matters related to the performance of such services and control of personnel shall remain with FORT LAUDERDALE.

2.2 FORT LAUDERDALE and LAZY LAKE shall abide by and perform all their respective obligations as set forth herein.

2.3 FORT LAUDERDALE and LAZY LAKE hereby recognize that FORT LAUDERDALE through its Fire Rescue Department, provides fire rescue services throughout FORT LAUDERDALE and those services, at FORT LAUDERDALE's discretion, may be provided from facilities and with personnel and apparatus located throughout Fort Lauderdale or outside the municipal boundaries of FORT LAUDERDALE.

2.4 FORT LAUDERDALE shall respond to each incident in LAZY LAKE with resources equal to a similar response in FORT LAUDERDALE.

2.4.1 The target response time for first paramedic on site for ALS calls is six (6) minutes zero (0) seconds 90% of the time.

2.4.2 The target response time for the first Engine Company on site for a fire call is six (6) minutes twenty (20) seconds 90% of the time.

2.4.3 Response time shall be calculated from the time the call is dispatched from the Broward County Regional Communication Center until the first unit arrives at the incident, as recorded in the Broward County Regional computer aided dispatch system (“CAD”).

ARTICLE 3
PROVISION OF EMERGENCY MEDICAL SERVICES

3.1 FORT LAUDERDALE shall possess and maintain throughout the term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity (“CON”) and an appropriate State of Florida license enabling FORT LAUDERDALE, through this Interlocal Agreement, to provide advanced life support services, as well as basic life support services, to individuals upon arrival at emergency scenes within LAZY LAKE.

3.2 LAZY LAKE shall possess and maintain throughout the term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity (“CON”) to provide advanced and basic life support as required by state and local laws.

3.3 FORT LAUDERDALE shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. FORT LAUDERDALE shall not utilize a third party provider for the provision of ambulance transport services referenced in this article unless approved by LAZY LAKE; provided, however, FORT LAUDERDALE may utilize the services of a third party without LAZY LAKE’s approval in instances of mass casualties where, in FORT LAUDERDALE’s sole determination, the circumstances are such that the services required are beyond the capacity of FORT LAUDERDALE and in accordance with the Broward County Mutual Aid Agreement.

ARTICLE 4
SPECIAL PROVISIONS

4.1 The Contract Administrators as defined in Article 15.5 of this Agreement shall hold meetings as often as they deem necessary to address, at a minimum, any contract issues and the services being provided by FORT LAUDERDALE.

4.2 The Contract Administrators may jointly establish policies and procedures related to day-to-day technical, administrative and operational issues necessary to implement this Agreement without the requirement for approval by the respective governing bodies.

ARTICLE 5
ADDITIONAL SERVICES

5.1 In addition to the foregoing emergency medical and fire protection services, FORT LAUDERDALE shall provide the following specialized services, consistent with service levels FORT LAUDERDALE renders to its own citizens.

5.1.1 Dispatch services for all Fire-Rescue related emergency and service calls. All calls for fire-rescue services received from LAZY LAKE which require a response by FORT LAUDERDALE's Fire-Rescue Department shall be forwarded to FORT LAUDERDALE's designated Fire-Rescue Communication Center for operational dispatch.

5.1.2 FORT LAUDERDALE shall provide, as needed, hazardous material response services personnel equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or products.

5.1.3 FORT LAUDERDALE shall provide technical rescue services, with specially equipped and trained personnel, for above grade/high angle, below grade rescues and water rescues.

5.1.4 FORT LAUDERDALE, in conjunction with the LAZY LAKE Fire Prevention Division, shall provide public education programs designed to reduce the risk of property damage, injury or loss of life from fire.

5.1.5 FORT LAUDERDALE shall provide LAZY LAKE, upon request of LAZY LAKE's Mayor, and the availability of resources, such additional service as may from time to time be agreed upon in writing by the Parties. The cost of such services shall be borne by LAZY LAKE and shall be payable in such amounts and in such a manner as may be determined by mutual agreement of the Parties.

5.2 The Parties agree that fire prevention services including inspection and fire plan reviews are included under the scope of this Interlocal Agreement. In addition, FORT LAUDERDALE agrees to provide Fire Investigation services as required. Technical assistance for arson investigations shall be available upon request at no additional cost.

5.3 In the event any property within LAZY LAKE is zoned or used for other than single-family homes, at the option of FORT LAUDERDALE the terms of this Agreement may be renegotiated.

5.4 FORT LAUDERDALE and LAZY LAKE each agree to identify persons who shall act as emergency management liaisons.

ARTICLE 6
MEDICAL DIRECTION

6.1 FORT LAUDERDALE presently has and shall maintain throughout the term of this Interlocal Agreement a Medical Director as required by Chapter 401, Florida Statutes, and shall utilize the medical treatment protocols of FORT LAUDERDALE's Medical Director.

ARTICLE 7
INCIDENT COMMAND

7.1 For each single alarm incident in LAZY LAKE involving multiple patients, hazardous materials or any other incident deemed appropriate by FORT LAUDERDALE, FORT LAUDERDALE shall have one (1) Battalion Chief assigned to respond who is responsible for the supervision of fire rescue units deployed to protect LAZY LAKE. On incidents categorized as two (2) alarms or greater, an additional officer of higher rank shall be dispatched to the scene.

ARTICLE 8
REPORTING

8.1 A report indicating all calls for service within LAZY LAKE shall be maintained and available daily to LAZY LAKE's Contract Administrator. The report shall contain, at a minimum, the following: time call received by the Broward County Regional Communications Center, time of dispatch, identification of units dispatched, classification of call, time en route and time of arrival.

ARTICLE 9
CONSIDERATION

9.1 LAZY LAKE shall pay to FORT LAUDERDALE a base annual fee of \$5,055.00 payable in four (4) equal payments of \$1,263.75 on June 10, September 10, December 10 and March 10 via electronic federal funds wire transfer on or before the 10th of each month, commencing on October 1, 2023. At LAZY LAKE's discretion, and with advance notification to FORT LAUDERDALE's City Finance Director, payments due FORT LAUDERDALE may be made by check made payable to the "City of Fort Lauderdale" providing the payment is received by FORT LAUDERDALE on or before the due date. Late payments shall bear interest at the rate of one percent (1%) per month on the unpaid balance. FORT LAUDERDALE shall retain all EMS Transport fees.

9.2 Beginning October 1, 2023, the base fee of \$5,055.00 shall be adjusted annually by an amount that is equal to the residential dwelling fire assessment rate established for the City of Fort Lauderdale for each fiscal year for the total number of residential dwellings located within the Village of Lazy Lakes subject to the procedure established in this subsection.

9.3 Fees and Revenues:

9.3.1 The Parties acknowledge and agree that FORT LAUDERDALE may invoice, collect and retain all revenues from companies or persons directly receiving hazardous materials mitigation services.

9.3.2 The Parties acknowledge and agree that FORT LAUDERDALE may invoice, collect and retain fees from persons receiving emergency medical ALS/BLS transportation services.

9.4 LAZY LAKE agrees to take all action reasonably necessary to ensure that FORT LAUDERDALE may invoice and collect the fees and revenues provided in Article 9.3.

9.5 LAZY LAKE agrees to pay for the services provided under this Interlocal Agreement. If, during any year of this Interlocal Agreement, LAZY LAKE determines that ad valorem tax revenues or special assessments are not available to fund the services provided by FORT LAUDERDALE, LAZY LAKE shall be obligated to pay for the services from any or all other revenue sources available to it or which may be made available to it.

9.6 The consideration to be paid by LAZY LAKE to FORT LAUDERDALE shall be payable in equal quarterly installments payable on the tenth day of the month commencing October 1, 2023. FORT LAUDERDALE may invoice LAZY LAKE but said payment shall be made without the necessity of an invoice from FORT LAUDERDALE.

9.7 At the request of LAZY LAKE and with reasonable notice, FORT LAUDERDALE will make its books and records available for audit.

ARTICLE 10
TERM OF AGREEMENT

10.1 This Interlocal Agreement shall commence on October 1, 2023, and shall continue for a period of five (5) years ending on September 30, 2028, unless terminated earlier as provided for herein. This Interlocal Agreement shall automatically renew with the same terms and conditions for an additional period of five (5) years without further action of the Parties, unless either Party notifies the other in writing on or before October 1st of 2027, that it does not intend to renew.

ARTICLE 11
TERMINATION

11.1 This Interlocal Agreement may be terminated by either Party upon providing the other Party with eighteen (18) months written notice as provided for herein.

11.2 This Interlocal Agreement shall be deemed automatically terminated and of no further force and effect if LAZY LAKE has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent. In such event, LAZY LAKE consents and acknowledges that FORT LAUDERDALE shall have the right to provide such level of fire protection and emergency medical service to LAZY LAKE as FORT LAUDERDALE deems appropriate and shall be entitled to recover the reasonable costs of providing such service

through the application of FORT LAUDERDALE's Fire Rescue Special Assessment Fee or such other means necessary to recover FORT LAUDERDALE's costs of providing the service.

11.3 This Interlocal Agreement provides in Article 12, "Default" for the judicial remedy of specific performance to cause either Party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either Party was in default in the performance of its obligations pursuant to this Interlocal Agreement and that specific performance was not any adequate remedy to cause the other Party to perform its obligations herein, in addition to all other remedies available to the parties, the Parties shall be entitled to request a judicial order seeking rescission of this Interlocal Agreement.

11.4 In the event of termination or expiration of this Interlocal Agreement, FORT LAUDERDALE and LAZY LAKE shall cooperate in good faith in order to effectuate a smooth and harmonious transition from FORT LAUDERDALE to the LAZY LAKE Fire Rescue service provider and to maintain during such period of transition the same high quality of fire-rescue services as contemplated by this Interlocal Agreement.

ARTICLE 12
DEFAULT

12.1 Notwithstanding a Party's right to terminate this Interlocal Agreement as set forth in Article 11 above, this Interlocal Agreement may be terminated for cause by either Party if the breach is material and the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the other Party identifying the breach.

12.1.1 FORT LAUDERDALE shall be deemed in material breach of this Interlocal Agreement if FORT LAUDERDALE:

- (a) Ceases to possess all necessary licenses for the provision of services under this Interlocal Agreement; and
- (b) Fails to possess a Class - 1 ALS Certificate of Public Convenience and Necessity.

12.1.2 LAZY LAKE shall be deemed in material breach of this Interlocal Agreement if LAZY LAKE:

- (a) Fails to make any required payment under this Interlocal Agreement; and
- (b) Fails to possess a Class - 1 ALS Certificate of Public Convenience and Necessity.

12.2 The Party giving notice of default may be entitled, but is not required, to seek specific performance of this Interlocal Agreement on an expedited basis, as the performance of the material terms and conditions contained herein related to the health, safety and welfare of the

residents subject to this Interlocal Agreement. The Parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the Party giving notice is entitled to obtain an order requiring specific performance by the other Party. Failure of either Party to exercise its rights in the event of any breach by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein. This Article shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

ARTICLE 13
INSURANCE

13.1 FORT LAUDERDALE shall maintain a qualified self-insurance program in the limits specified in Section 768.28, Florida Statutes. FORT LAUDERDALE's self-insurance program provides general and automobile and Workers Compensation and Employers Liability coverage. FORT LAUDERDALE agrees to provide LAZY LAKE with evidence of said program. In the event the program is modified during the term of this Interlocal Agreement, FORT LAUDERDALE shall provide LAZY LAKE with at least thirty (30) days prior written notice.

13.2 LAZY LAKE shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund providing general and automobile and workers' compensation and employees liability coverage for the term of this Interlocal agreement in the amount determined by LAZY LAKE to adequately insure LAZY LAKE liability assumed herein, but in no event shall such coverage be less than the statutory waiver of sovereign immunity. In the event such coverage is modified, in any regard, before the expiration date of this Interlocal Agreement LAZY LAKE will provide at least thirty (30) days prior written notice to FORT LAUDERDALE.

ARTICLE 14
LIABILITY

14.1 To the extent provided by law, and excluding the negligence of FORT LAUDERDALE, LAZY LAKE agrees to indemnify and hold harmless FORT LAUDERDALE for all costs, losses and expenses, including, but not limited to, damages to persons or property, and including, but not limited to, judgments and attorneys' fees, arising out of and in connection with this Interlocal Agreement. If called upon by FORT LAUDERDALE, LAZY LAKE shall assume and defend not only itself but also FORT LAUDERDALE in connection with any suit or cause of action, and such defense shall be at no cost or expense whatsoever to FORT LAUDERDALE. Nothing in the foregoing is intended to waive the sovereign immunity of the parties pursuant to Section 768.28, Florida Statutes.

14.2 To the extent provided by law, and excluding the negligence of LAZY LAKE, FORT LAUDERDALE agrees to indemnify and hold harmless LAZY LAKE for all costs, losses and expenses, including, but not limited to, damages to persons or property, and including, but not limited to, judgments and attorneys' fees, arising out of and in connection with this Interlocal

Agreement. If called upon by LAZY LAKE, FORT LAUDERDALE shall assume and defend not only itself but also LAZY LAKE in connection with any suit or cause of action, and such defense shall be at no cost or expense whatsoever to LAZY LAKE. Nothing in the foregoing is intended to waive the sovereign immunity of the parties pursuant to Section 768.28, Florida Statutes.

ARTICLE 15
MISCELLANEOUS

15.1 Joint Preparation. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

15.2 Merger. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement.

15.3 Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part.

15.4 Records. LAZY LAKE and FORT LAUDERDALE shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements set forth in Florida Statutes.

15.5 Contract Administrators. The Contract Administrators for this Interlocal Agreement are the FORT LAUDERDALE Fire Rescue Department Director (Fire Chief) or his/her designee for FORT LAUDERDALE, and LAZY LAKE's Mayor or his/her designee for LAZY LAKE. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the respective Contract Administrators.

15.6 Recordation/Filing. The City Clerk of FORT LAUDERDALE is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of LAZY LAKE and FORT LAUDERDALE and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to file this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

15.7 Governing Law and Venue. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If

or consideration of the fact or perception of race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identification, gender, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability, or association with members of classes protected under this paragraph or in retaliation for opposition to any practices forbidden under this paragraph, or any other factor which cannot be lawfully or appropriately be used as a basis for service delivery.

15.11 Third Party Beneficiaries. Neither LAZY LAKE nor FORT LAUDERDALE intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Interlocal Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.

15.12 Performance. LAZY LAKE and FORT LAUDERDALE represent that all persons delivering the services required under this Interlocal Agreement have the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the duties, obligations and services set forth herein in a skillful and respectable manner.

15.13 Conflicts. Neither Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that Party's loyal and conscientious exercise of judgment related to its performance under this Interlocal Agreement.

15.14 Waiver of Breach and Materiality. Failure by either Party to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Interlocal Agreement.

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

15.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document of events referred to herein or any document incorporated into this Interlocal Agreement by reference and a term, statement, requirement or provision of this Interlocal Agreement, the term, statement, requirement or provision contained in Articles 1 through 15 of this Interlocal Agreement shall prevail and be given effect.

15.17 Multiple Originals. This Interlocal Agreement may be fully executed in two (2) copies by both Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

15.18 List of Exhibits.

Exhibit 1: Municipal boundaries map.

15.19 Public Records

IF LAZY LAKE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO LAZY LAKE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

LAZY LAKE shall:

1. Keep and maintain public records required by FORT LAUDERDALE in order to perform the service.
2. Upon request from the FORT LAUDERDALE's custodian of public records, provide FORT LAUDERDALE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if LAZY LAKE does not transfer the records to FORT LAUDERDALE.
4. Upon completion of the Agreement, transfer, at no cost to FORT LAUDERDALE, all public records in possession of LAZY LAKE or keep and maintain public records required by FORT LAUDERDALE to perform the service. If LAZY LAKE transfers all public records to FORT LAUDERDALE upon completion of this Agreement, LAZY LAKE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LAZY LAKE keeps and maintains public records upon completion of this Agreement, LAZY LAKE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FORT LAUDERDALE, upon request from FORT LAUDERDALE's custodian of public records, in a format that is compatible with the information technology systems of FORT LAUDERDALE.

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

CITY OF FORT LAUDERDALE

ATTEST:

CITY OF FORT LAUDERDALE

David R. Soloman
City Clerk

By: _____
Greg Chavarria
City Manager

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:
D'WAYNE M. SPENCE, Interim City Attorney

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

LAZY LAKE

ATTEST:

VILLAGE OF LAZY LAKE

Tedra Allen, Village Clerk

By: _____
Richard Willard, Mayor

APPROVED AS TO FORM:

Pamala H. Ryan, Village Attorney

EXHIBIT "1"

