

4.1

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

for

**OPTIONAL COUNTY SERVICES FOR KEEP BROWARD BEAUTIFUL,
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS, AND BULK TRASH AND YARD WASTE
DROP-OFF PROGRAMS**

This is an Interlocal Agreement ("Agreement") made and entered into by and between: Broward County, a political subdivision of the State of Florida ("County"),

and

_____, established under the laws of the State of Florida ("Municipality"), (collectively, the "Parties").

Recitals

A. County's Keep Broward Beautiful Program provides assistance with various litter prevention, educational, and clean-up efforts.

B. County's Household Hazardous Waste and Electronics Program provides disposal services and electronics processing at permanent collection sites and at Remote Collection Events.

C. County's Bulk Trash and Yard Waste Drop-Off Program provides service to residential customers at permanent drop-off locations.

D. County is offering Municipality the option to participate in any or all of these programs under the terms and conditions set forth in this Agreement.

E. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, as may be amended from time to time, and prior to its effectiveness shall be filed as required by Section 163.01(11), Florida Statutes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Adopt-a-Street**: A collaboration between County, participating municipalities, and volunteer groups, in which residents volunteer to remove litter from an adopted street in their municipality.
- 1.2 **Agreement**: Articles 1 through 9 and the exhibits and documents expressly incorporated herein by reference.
- 1.3 **Board**: The Board of County Commissioners of Broward County, Florida.
- 1.4 **Bulk Trash**: Large items such as sofas, chairs, mattresses, appliances, and carpeting, including "White Goods" as defined under Section 403.703, Florida Statutes, as well as woody waste such as fencing and lumber.
- 1.5 **County Administrator**: The administrative head of County appointed by the Board.
- 1.6 **County Attorney**: The chief legal counsel for County appointed by the Board.
- 1.7 **County Contract Administrator**: The Director of Broward County Solid Waste and Recycling Services.
- 1.8 **Electronic Waste or "E-Waste"**: End-of-life electronic devices such as computers, computer monitors, televisions, printers, fax machines, and copiers.
- 1.9 **Household Hazardous Waste**: Waste defined as hazardous in Chapter 62-730 of the Florida Administrative Code, provided it is designated as acceptable materials as part of County's Household Hazardous Waste and Electronics Program.
- 1.10 **Keep Broward Beautiful Program**: A set of programs that focuses on the organization, education, and coordination of volunteers for the removal of litter, including Adopt-a-Street, waterway cleanups, and municipal events.
- 1.11 **Municipal Contract Administrator**: _____
- 1.12 **Recycled Paint Program**: A program in which multiple colors of latex paint that have been collected are blended, recycled into new colors, and provided to a participating municipality to dispense to their residents free of charge.
- 1.13 **Remote Collection Events**: Periodic events hosted by participating municipalities within

Broward County in cooperation with County staff for the purpose of providing residents with opportunities to properly dispose of their Household Hazardous Waste and unwanted electronics, including Electronic Waste.

1.14 **Yard Waste**: Vegetative matter defined as "Yard Trash" under Section 403. 703, Florida Statutes.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 This Agreement is effective, and the term of this Agreement shall begin, on the date it is fully executed by the Parties ("Effective Date"). The term of this Agreement shall terminate at 11:59 p.m. on September 30, 2020; provided, however, that said term is subject to early termination as provided in Article 7, and, if the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. The term shall be extended automatically for four (4) additional one-year terms, provided that if either party desires not to extend, it shall provide the other party with written notice of same at least one hundred eighty (180) days prior to the end of the then current term.

2.2 The primary responsibilities of the County Contract Administrator under this Agreement are to coordinate and communicate with Municipality, through the Municipal Contract Administrator, and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein.

2.3 The primary responsibilities of the Municipal Contract Administrator are to coordinate and communicate with County, through the County Contract Administrator, and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein.

2.4 In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the County Contract Administrator.

ARTICLE 3

SCOPE OF SERVICES

3.1 Municipality shall elect to participate in the following optional services by marking the box(es) and initialing below as appropriate:

- KEEP BROWARD BEAUTIFUL PROGRAM, as described in Exhibit "A" attached hereto and made a part hereof.
- HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS PROGRAM, as described in Exhibit "B" attached hereto and made a part hereof.
- BULK TRASH AND YARD WASTE DROP-OFF PROGRAM, as described in Exhibit "C" attached hereto and made a part hereof.

3.2 Prior to March 1 of any year, either the Municipal Contract Administrator or the County Contract Administrator may, with or without cause, add or delete the optional services referenced in Section 3.1 above for the following fiscal year.

3.3 The Parties shall perform all work identified in this Agreement and, as applicable, the optional services described in Exhibits "A," "B," and "C" ("Scope of Services"). The Parties agree that the Scope of Services is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by both Municipality and County impractical, illogical, or unconscionable.

3.4 Except as provided in Section 3.2 above, neither the County Contract Administrator nor the Municipal Contract Administrator has authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 4 PAYMENT

4.1 County shall invoice Municipality quarterly and payment shall be due within thirty (30) days of the invoice date. During the fiscal year beginning October 1, 2019, the quarterly payment shall be as shown on Exhibit "D" (ANNUAL COSTS OF COUNTY PROGRAMS, BY MUNICIPALITY) attached hereto and made a part hereof and shall be prorated based on the Effective Date of this Agreement as provided for in Section 2.1. Thereafter, the County has the right to increase the quarterly payment by an amount not to exceed three percent (3%) annually during the term of this Agreement. The annual escalation amount shall be determined by the County Contract Administrator based on County's increase in costs, if any, of operations to provide services to Municipality.

4.2 All payments to County shall be made at:

Broward County Board of County Commissioners
Solid Waste and Recycling Services
One North University Drive, Suite 400
Plantation, Florida 33324

ARTICLE 5 INDEMNIFICATION

5.1 Municipality and County are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the acts and omissions of their own agents or employees, who are acting within the scope of their employment and to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity

by any party nor will anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

5.2 Municipality shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees (collectively or individually, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, Municipality, its employees, agents, servants, or officers, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against any Indemnified Party by reason of any such claim, cause of action or demand, Municipality shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party(ies). The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent the County Administrator and the County Attorney, in their reasonable discretion, determine it is required, any sums due Municipality under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

5.3 If Municipality contracts with a third party to provide any of the services set forth herein, any contract with such third party must include the following provision:

5.3.1 Indemnification: Municipality's contractor will indemnify and hold harmless County, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Municipality's contractor and other persons employed or utilized by Municipality's contractor in the performance of this Agreement. These indemnifications will survive the term of this Agreement. If any action or proceeding is brought against County by reason of any such claim or demand, Municipality's contractor must, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County.

5.4 The provisions of this Article will survive the termination of this Agreement.

ARTICLE 6 INSURANCE

6.1 Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes:

6.2 Upon request by County, Municipality must provide County with written verification of

liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

6.4 In the event Municipality contracts with a third-party to provide any of the services set forth herein, Municipality shall require that each third-party procure and maintain insurance coverage that adequately covers each third-party's exposure based on the services provided by that third-party. Municipality must ensure that all such third-party contractors name "Broward County" as an additional insured and certificate holder under applicable insurance policies. Municipality shall not permit any third-party to provide services until the insurance requirements of the contractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such third-parties.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7 TERMINATION

7.1 This Agreement may be terminated for cause at any time by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall not be less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Municipality's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to timely pay for services, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement, and the Parties shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. Failure by Municipality to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

8.2 Municipality shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the non-breaching party deems appropriate.

8.3 The Parties shall not unlawfully discriminate against any person in their respective operations and activities or in their use or expenditure of funds in fulfilling their respective obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of fulfilling their obligations under this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to prevent discrimination in employment against disabled persons.

8.4 By execution of this Agreement, Municipality represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement.

ARTICLE 9
MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created the same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS. Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Municipality and County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Municipality and County shall preserve and, upon request, make available at reasonable times for examination and audit by the other party all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Municipality shall ensure that the requirements of this Section are included in all agreements with its subcontractor(s).

9.3 INDEPENDENT CONTRACTOR. Municipality and County are independent contractors under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of that party. In providing such Services, each party and its respective officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of the other party. No partnership, joint venture, or other joint relationship is created hereby. Neither party extends to the other party or its respective agents any authority of any kind to bind it in any respect whatsoever.

9.4 THIRD PARTY BENEFICIARIES. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.5 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. For the present, the Parties designate the following:

FOR COUNTY:

County Administrator
Governmental Center
Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:
Director, Solid Waste and Recycling Services
One North University Drive
Suite 400
Plantation, Florida 33324

FOR MUNICIPALITY:

With a copy to:

9.6 **ASSIGNMENT AND PERFORMANCE.** Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of Contract Administrator of the other party. Notwithstanding the Termination provisions of this Agreement under Article 7, County may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance by Municipality of this Agreement or any right or interest herein without the County Contract Administrator's written consent.

9.7 **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 and care related to its performance under this Agreement.

Neither party nor its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other party in any legal or administrative proceeding in which he, she, or the party is not a party, unless compelled by court process. Further, such persons

shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude either party from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Municipality is permitted pursuant to this Agreement to use subcontractors to perform any services required by this Agreement, Municipality agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Municipality.

9.8 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term of this Agreement. Municipality or County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of that party.

9.9 COMPLIANCE WITH LAWS. Municipality and County will comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations under this Agreement.

9.10 SEVERANCE. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

9.11 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties, and must not be construed more strictly against either party.

9.12 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.13 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which

either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Municipality or others delegated authority to or otherwise authorized to execute same on their behalf.

9.15 **PRIOR AGREEMENTS.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.16 **INCORPORATION BY REFERENCE.** The truth and accuracy of each Recital set forth above is acknowledged by the Parties and the attached Exhibits "A," "B," "C," and "D" are incorporated into and made a part of this Agreement.

9.17 **REPRESENTATION OF AUTHORITY.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.18 **MULTIPLE ORIGINALS.** Multiple copies of this Agreement may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document. This Agreement may be executed by the Parties in counterparts which, when taken together, shall have the force and effect of an original binding document.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____ and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioner

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By _____
Mayor
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements approved by
Broward County Risk Management Division

By _____
Signature (Date)

By _____
Keoki Baron (Date)
Assistant County Attorney

Print Name and Title above

By _____
Michael J. Kerr (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR
OPTIONAL COUNTY SERVICES FOR KEEP BROWARD BEAUTIFUL, HOUSEHOLD HAZARDOUS
WASTE AND ELECTRONICS, AND BULK TRASH AND YARD WASTE DROP-OFF PROGRAMS.

MUNICIPALITY

ATTEST:

City Clerk

By _____

, Mayor

(Print or Type Name)

(Print or Type Name)

(SEAL)

APPROVED AS TO LEGAL FORM:

, City Attorney

EXHIBIT "A"
KEEP BROWARD BEAUTIFUL PROGRAM

County is responsible for the following:

- Contact interested groups and provide information on Keep Broward Beautiful programs.
- Provide Adopt-a-Street support services, including but not limited to: obtaining group and street approval from the appropriate participating municipality; obtaining letters of agreement from interested groups; providing signage that recognizes the appropriate participating municipality and group(s); conducting safety meetings; monitoring group events; and releasing non-performing groups.
- Provide the following Adopt-a-Street materials: signs, gloves, safety vests, first-aid kits, and road barricades.
- Coordinate Keep Broward Beautiful-related litter prevention events and activities, such as America Recycles Day, clean up events, and annual Litter Index review, subject to the availability of resources.
- Maintain event statistics for groups within each participating municipality and Countywide.
- Supply the participating municipalities with event reports.

Each participating municipality is responsible for the following:

- Provide timely payments to County.
- Designate a coordinator who will be responsible for: distributing information on Keep Broward Beautiful programs; forwarding information on interested groups; approving streets for adoption; supplying the participating municipality's logo(s) for artwork on signs and manuals; attending meetings as scheduled; assisting with municipal event permitting; and coordinating sign installation and maintenance.
- Approve participating groups such as homeowners' associations, schools, businesses, local residents groups, and other civic groups.
- Remove and dispose of trash and trash bags when necessary.

EXHIBIT "B"
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS PROGRAM

County is responsible for the following:

- Maintain and staff permanent service locations for residential drop-off of Household Hazardous Waste and Electronic Waste, including electronics processing, with each location open to all residents of the participating municipalities at least one (1) day per week.
- Conduct Remote Collection Events upon request from a participating municipality, with each such Remote Collection Event to be located within participating municipalities that do not contain a permanent service location as described above.
- Determine the Remote Collection Event dates and locations based on criteria, including but not limited to municipal boundaries, historical event data, competing obligations, and availability of operational resources.
- Obtain cost-effective contract disposal and recycling services through competitive procurements for materials accepted at permanent service locations and Remote Collection Events.
- Provide regulatory oversight and compliance for permanent service locations and Remote Collection Events.
- Provide outreach and promotional activities including regional advertising and signage.
- Administer the "Paint it Broward" recycled paint program, which converts latex paint collected through the County's Household Hazardous Waste and Electronics Program into a high-quality exterior latex paint and distributes the converted paint at no charge to participating municipalities for use by their residents.
- Provide small businesses located within participating municipalities with the opportunity to use the Household Hazardous Waste and Electronics Program contracts.
- Collect and maintain data on resident usage and waste disposal.
- Provide quarterly reports to the participating municipalities on program activities, citizen usage, and associated costs.

Each participating municipality is responsible for the following:

- Provide timely payments to County.
- Provide a liaison for outreach and promotional activities, the Remote Collection Events, and the "Paint it Broward" recycled paint program, as applicable.
- Conduct municipal-based outreach and promotion for Household Hazardous Waste and Electronics Program services and events, such as inclusion in municipal newsletters and utility bills and promotion on municipal websites.
- Provide a municipal-based distribution outlet for recycled paint (if the participating municipality chooses to participate in the "Paint it Broward" recycled paint program).
- Provide a location and staff for any Remote Collection Event requested by the participating municipality, including sufficient staff for traffic control, customer surveys, and incident follow-up. The participating municipality shall be host to no more than one (1) Remote Collection Event annually unless sufficient resources are available to County.
- Abide by any applicable County code of conduct.

EXHIBIT "C"
BULK TRASH AND YARD WASTE DROP-OFF PROGRAM

County is responsible for the following:

- Administer and operate bulk trash, yard debris, and scrap metal drop-off services for the participating municipalities.
- Maintain and staff permanent service locations for residential yard waste and bulk trash drop-off, with each location open to all residents of the participating municipalities at least one (1) day per week.
- Collect and maintain data on resident usage and waste disposal.
- Provide quarterly reports to the participating municipalities on program activities, citizen usage, and associated costs.

Each participating municipality is responsible for the following:

- Provide timely payments to County.
- Provide a liaison for program-related assistance, and local outreach and promotional activities.
- Conduct municipal-based outreach and promotion for Bulk Trash and Yard Waste Drop-Off Program services and events, such as inclusion in municipal newsletters and utility bills and promotion on municipal websites.
- Abide by any applicable County code of conduct.
- Abide by any applicable County rules and regulations related to vehicles or vehicle specifications, such as: gross vehicle weight (e.g., 9,500 lbs. limit for vans; 14,000 lbs. limit for trucks); larger than full-size (1 ton) pickups; truck beds longer than eight feet (8'); truck beds wider than six feet (6'); commercial vehicles; all modified truck beds; open trailers longer than eight feet (8'); and enclosed trailers longer than eight feet (8').

EXHIBIT "D"
ANNUAL COSTS OF COUNTY PROGRAMS, BY MUNICIPALITY

Municipality	2010 Census Population*	Household Hazardous Waste Program	Bulk Trash and Yard Waste Drop Off Program	Keep Broward Beautiful Program
		@ \$2.42 /capita	@ \$1.31 /capita	@ \$0.37 /capita
Broward Municipal Services District	16,357	\$ 39,584	\$ 21,428	\$ 6,052
Coconut Creek	52,909	\$ 128,040	\$ 69,311	\$ 19,576
Cooper City	28,547	\$ 69,084	\$ 37,397	\$ 10,562
Coral Springs	121,096	\$ 293,052	\$ 158,636	\$ 44,806
Dania Beach	29,639	\$ 71,726	\$ 38,827	\$ 10,966
Davie	91,992	\$ 222,621	\$ 120,510	\$ 34,037
Deerfield Beach	75,018	\$ 181,544	\$ 98,274	\$ 27,757
Ft. Lauderdale	165,521	\$ 400,561	\$ 216,833	\$ 61,243
Hallandale Beach	37,113	\$ 89,813	\$ 48,618	\$ 13,732
Hillsboro Beach	1,875	\$ 4,538	\$ 2,456	\$ 694
Hollywood	140,768	\$ 340,659	\$ 184,406	\$ 52,084
Lauderdale by the Sea	6,056	\$ 14,656	\$ 7,933	\$ 2,241
Lauderdale Lakes	32,593	\$ 78,875	\$ 42,697	\$ 12,059
Lauderhill	66,887	\$ 161,867	\$ 87,622	\$ 24,748
Lazy Lake Village	24	\$ 58	\$ 31	\$ 9
Lighthouse Point	10,344	\$ 25,032	\$ 13,551	\$ 3,827
Margate	53,284	\$ 128,947	\$ 69,802	\$ 19,715
Miramar	122,041	\$ 295,339	\$ 159,874	\$ 45,155
North Lauderdale	41,023	\$ 99,276	\$ 53,740	\$ 15,179
Oakland Park	41,363	\$ 100,098	\$ 54,186	\$ 15,304
Parkland	23,962	\$ 57,988	\$ 31,390	\$ 8,866
Pembroke Park	6,102	\$ 14,767	\$ 7,994	\$ 2,258
Pembroke Pines	154,750	\$ 374,495	\$ 202,723	\$ 57,258
Plantation	84,955	\$ 205,591	\$ 111,291	\$ 31,433
Pompano Beach	99,845	\$ 241,625	\$ 130,797	\$ 36,943
Sea Ranch Lakes	670	\$ 1,621	\$ 878	\$ 248
Southwest Ranches	7,345	\$ 17,775	\$ 9,622	\$ 2,718
Sunrise	84,439	\$ 204,342	\$ 110,615	\$ 31,242
Tamarac	60,427	\$ 146,233	\$ 79,159	\$ 22,358
West Park	14,156	\$ 34,258	\$ 18,544	\$ 5,238
Weston	65,333	\$ 158,106	\$ 85,586	\$ 24,173
Wilton Manors	11,632	\$ 28,149	\$ 15,238	\$ 4,304

* Population figures are from the Office of Economic and Demographic Research (EDR) generated on March 17, 2011 (<http://edr.state.fl.us/content/population-demographics/data/index.cfm>).

RESOLUTION NO. 2019- (A)

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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 2019-2020 FISCAL YEAR (I.E. THE FINAL MILLAGE RATE); PROVIDING DIRECTIONS TO THE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; PROVIDING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on July 30, 2019, the Village Council of Lazy Lake, Florida adopted Village Resolution 2019-5 to advise the Broward County Property Appraiser of: (a) the Village’s proposed millage rate of 4.7940 mils, (b) the Village’s “rolled back rate” of 4.5833 mils, and (c) that a public hearing will be held by the Village Council on September 6, 2019 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, 2019 and continues through September 30, 2020 [herein, the “2019-2020 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 \$7,528,358; and,

WHEREAS, at the September 6, 2019 public hearing, the first substantive issue discussed was the percentage increase in millage necessary to fund the budget, if any, and the specific purposes for which ad valorem taxes are proposed to be increased; and,

WHEREAS, the Village Council reviewed a draft tentative budget for the Village of Lazy Lake’s 2019-2020 Fiscal Year, and made such adjustment to same as it determined necessary at the public hearing of September 6, 2019; and,

WHEREAS, the Village Council computed a tentative millage rate which was necessary to fund the proposed portion of the tentative budget for the Village of Lazy Lake’s 2019-2020 Fiscal Year 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,

WHEREAS, at the September 6, 2019 public hearing, the Village Council adopted Village Resolution No. 2019-6 (approving a tentative millage rate of 4.7940 mils), and adopted Village Resolution No. 2019-7 (approving a tentative budget for the 2019 – 2020 Fiscal Year); and,

DRAFT

49 **WHEREAS**, the Village caused there to be advertised in the *South Florida Sun*
50 *Sentinel* newspaper on September 21, 2019 a “Notice of Proposed Tax Increase” (which
51 Notice advertised a public hearing on September 26, 2019 at which a final decision would
52 be made on the tax increase and budget) and a “Budget Summary”; and

53
54 **WHEREAS**, Village Resolution No.’s 2019-6 and 2019-7 initially contained a scrivener’s
55 error in the date of the final public hearing, but such error was corrected to properly reflect
56 such public hearing date as being September 26, 2019, and the corrected Resolutions have
57 been signed by the Mayor and a copy of same has been sent to the Broward County
58 Property Appraiser’s Office and the Broward County Tax Collector; and,

59
60 **WHEREAS**, at the September 26, 2019 public hearing, the first substantive issue
61 discussed was the percentage increase in millage necessary to fund the final budget, if any,
62 and the specific purposes for which ad valorem taxes are proposed to be increased; and,

63
64 **WHEREAS**, the Village Council reviewed a draft final budget for the Village of
65 Lazy Lake’s 2019-2020 Fiscal Year, and made such adjustment to same as it determined
66 necessary at the public hearing of September 26, 2019; and,

67
68 **WHEREAS**, the Village Council has computed a final millage rate which is
69 necessary to fund the proposed portion of the final budget for the Village of Lazy Lake’s
70 2019-2020 Fiscal Year which is to be funded from sources other than ad valorem taxes,
71 and further, has computed the percentage by which the computed final millage rate exceeds
72 the rolled back rate;

73
74 **NOW, THEREFOR, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE**
75 **VILLAGE OF LAZY LAKE, FLORIDA, THAT:**

76
77 **Section 1:** The foregoing recitals are approved as if set forth herein.

78
79 **Section 2:** There is hereby adopted a final millage rate for the imposition of millage
80 necessary to fund the proposed portion of the Village of Lazy Lake’s final 2019-2020
81 Fiscal Year Budget to be funded from sources other than Ad Valorem Taxes of **4.7940**
82 **mils**. Therefore, the final levying of ad valorem taxes with such final millage rate is
83 hereby also approved.

84
85 **Section 3:** The final millage rate approved and levied in Section 1 of **4.7940 mils** is
86 greater than the Village’s rolled back rate of **4.5833 mils** by 4.49%.

87
88 **Section 4:** The Village has no voted debt service millage.

89
90 **Section 5:** The Village Administrative Assistant is directed to send a copy of this
91 Resolution to the Broward County Property Appraiser’s Office and the Broward County
92 Tax Collector within three (3) days of its effective date.

DRAFT

94 **Section 6:** All prior Resolutions or parts of Resolutions in conflict herewith are
95 superseded to the extent of such conflict.

96
97 **Section 7.** Should any section, paragraph, sentence, clause, phrase or other part of this
98 Resolution be declared by a court of competent jurisdiction to be invalid, such decision
99 shall not affect the validity of this Resolution as a whole or any portion or part thereof,
100 other than the part so declared to be invalid.

101
102 **Section 7:** This Resolution shall become effective immediately after passage by the
103 Village Council and by signature by the Mayor.

104
105
106

107 **PASSED AND ADOPTED BY THE VILLAGE COUNCIL** this 26th day of
108 September, 2019.

109

Council Member	Voice Vote	Absent
John Boisseau	Yea ___ Nay ___	___
Sally Boisseau	Yea ___ Nay ___	___
Patrick Kaufman	Yea ___ Nay ___	___
Carlton Kirby	Yea ___ Nay ___	___
Ray Nyhuis	Yea ___ Nay ___	___

117

118 **SIGNED BY THE MAYOR** this _____ day of September, 2019.

119

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122

123

MAYOR EVAN ANTHONY

124

ATTEST:

125

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128

VILLAGE ADMINISTRATIVE ASSISTANT

129

130

APPROVED

DATE

131

132

REQUESTED BY: _____

133

134

ATTY. OK: _____

135

AS TO FORM ONLY

136

RECORD ENTRY:

137

138

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Village
139 Administrative Assistant and entered into the Public Record this _____ day of September, 2019.

140

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DRAFT

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018862-18001[3551930]

Village Administrative Assistant, Lisa Tayar

4.5

DRAFT

RESOLUTION NO. 2019- (B)

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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 2019-2020 FISCAL YEAR; PROVIDING DIRECTIONS TO THE ADMINISTRATIVE ASSISTANT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on July 30, 2019, the Village Council of Lazy Lake, Florida adopted Village Resolution 2019-5 to advise the Broward County Property Appraiser of: (a) the Village's proposed millage rate of 4.7940 mils, (b) the Village's "rolled back rate" of 4.5833 mils, and (c) that a public hearing will be held by the Village Council on September 6, 2019 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, 2019 and continues through September 30, 2020 [herein, the "2019-2020 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 \$7,528,358; and,

WHEREAS, at the September 6, 2019 public hearing, the first substantive issue discussed was the percentage increase in millage necessary to fund the budget, if any, and the specific purposes for which ad valorem taxes are proposed to be increased; and,

WHEREAS, the Village Council reviewed a draft, tentative budget for the Village of Lazy Lake's 2019-2020 Fiscal Year (which was prepared by the Accounting Firm *Keefe McCullough* and presented to the Village Council), and made such adjustments to same as it determined necessary at the public hearing of September 6, 2019 (and with such adjustments as may have been made, such tentative budget shall be referenced herein as the "tentative budget"); and,

WHEREAS, the tentative budget set forth the appropriations and revenue estimate for the Village's 2019-2020 Fiscal Year as being in the amount of \$143,789; and,

WHEREAS, the Village Council computed a tentative millage rate which was necessary to fund the proposed portion of the tentative budget for the Village of Lazy Lake's 2019-2020 Fiscal Year which is to be funded from sources other than ad valorem taxes, and further, computed the percentage by which the computed tentative millage rate exceeds the rolled back rate; and,

DRAFT

49 **WHEREAS**, at the September 6, 2019 public hearing, the Village Council adopted
50 Village Resolution No. 2019-6 (approving a tentative millage rate of 4.7940 mils), and
51 adopted Village Resolution No. 2019-7 (approving a tentative budget for the 2019 – 2020
52 Fiscal Year); and,

53
54 **WHEREAS**, the Village caused there to be advertised in the *South Florida Sun*
55 *Sentinel* newspaper on September 21, 2019 a “*Notice of Proposed Tax Increase*” (which
56 Notice advertised a public hearing on September 26, 2019 at which a final decision would
57 be made on the tax increase and budget) and a “*Budget Summary*”; and

58
59 **WHEREAS**, Village Resolution No.’s 2019-6 and 2019-7 initially contained a
60 scrivener’s error in the date of the final public hearing, but such error was corrected to
61 properly reflect the public hearing date as being September 26, 2019, and the corrected
62 Resolutions have been signed by the Mayor, and a copy of same has been sent to the
63 Broward County Property Appraiser’s Office and the Broward County Tax Collector; and,

64
65 **WHEREAS**, at the September 26, 2019 public hearing, the first substantive issue
66 discussed was the percentage increase in millage necessary to fund the final budget, if any,
67 and the specific purposes for which ad valorem taxes are proposed to be increased; and,

68
69 **WHEREAS**, at the September 26, 2019 public hearing, the Village Council
70 reviewed a draft final budget for the Village of Lazy Lake’s 2019-2020 Fiscal Year, and
71 made such adjustment to same as it determined necessary; and,

72
73 **WHEREAS**, at the September 26, 2019 public hearing, the Village Council
74 computed a final millage rate which is necessary to fund the proposed portion of the final
75 budget for the Village of Lazy Lake’s 2019-2020 Fiscal Year which is to be funded from
76 sources other than ad valorem taxes, and further, has computed the percentage by which
77 the computed final millage rate exceeds the rolled back rate;

78
79 **NOW, THEREFOR, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE**
80 **VILLAGE OF LAZY LAKE, FLORIDA, THAT:**

81
82 **Section 1:** The foregoing recitals are approved as if set forth herein.

83
84 **Section 2:** There is hereby approved and adopted the Village of Lazy Lake’s final
85 budget for the 2019-2020 Fiscal Year. For reference, the final budget is attached hereto as
86 Exhibit “A.”

87
88 **Section 3:** The Village Administrative Assistant is directed to send a copy of this
89 Resolution to the Broward County Property Appraiser’s Office and the Broward County
90 Tax Collector within three (3) days of its effective date.

91
92 **Section 4:** All prior Resolutions or parts of Resolutions in conflict herewith are
93 superseded to the extent of such conflict.

DRAFT

Section 5: 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 26th day of September, 2019.

Council Member	Voice Vote	Absent
John Boisseau	Yea ___ Nay ___	___
Sally Boisseau	Yea ___ Nay ___	___
Patrick Kaufman	Yea ___ Nay ___	___
Carlton Kirby	Yea ___ Nay ___	___
Ray Nyhuis	Yea ___ Nay ___	___

SIGNED BY THE MAYOR this ____ day of September, 2019.

MAYOR EVAN ANTHONY

ATTEST:

VILLAGE ADMINISTRATIVE ASSISTANT

APPROVED DATE

REQUESTED BY: _____

ATTY. OK: _____

AS TO FORM ONLY

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Village Administrative Assistant and entered into the Public Record this ____ day of September, 2019.

Village Administrative Assistant, Lisa Tayar

DRAFT

FINAL BUDGET
VILLAGE OF LAZY LAKE - FISCAL YEAR ENDING SEPTEMBER 30, 2020
THE PROPOSED OPERATING BUDGET OF THE VILLAGE OF LAZY LAKE IS .7% MORE
THAN LAST YEARS TOTAL OF OPERATING EXPENDITURES

ESTIMATED REVENUES	Millage per \$1000									
	GENERAL FUND	SPECIAL REVENUE FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	PERMANENT FUND	ENTERPRISE FUND	INTERNAL SERVICE FUND	TOTAL ALL FUNDS		
General Fund	4,7940									
Property Taxes: Ad Valorem Taxes - Broward County 36,091 Local Option Gas Tax 500 FPL Franchise 2,824 State Revenue Sharing 3,500 Sales and Use Taxes 1,800 Interest Income - Tax Collector 74 Miscellaneous TOTAL SOURCES 44,289										
Transfers in 500 Use of Fund Balance Reserves 99,000 TOTAL REVENUES, TRANSFERS & BALANCES 143,289										
TOTAL EXPENDITURES Village Attorney 18,000 Prototype Administrative Services 10,000 Repair And Maintenance 7,000 Office Rent 5,400 Accounting 5,000 Trash Collection Expenses 4,500 Fire Protection & Ems Services 3,700 Electric 3,500 Insurance Costs 2,400 Code Enforcement 2,000 Repair And Maintenance 1,000 Office Supplies 1,000 Election Costs - State Of Florida 500 TOTAL EXPENDITURES 64,000										
Transfers Out 79,289 Fund Balances TOTAL APPROPRIATED EXPENDITURES 143,289										
TRANSFERS, RESERVES & BALANCES 500 143,789										

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

EXHIBIT "A"