

RESOLUTION No. 2021 - 9

A RESOLUTION OF THE VILLAGE OF LAZY LAKE, FLORIDA, PERTAINING TO THE SUBJECT OF GOVERNANCE; APPROVING MRS. TEDRA ALLEN AS AN INDEPENDENT CONTRACTOR TO PROVIDE THE SERVICES OF VILLAGE ADMINISTRATIVE ASSISTANT AND QUALIFYING AND ELECTION AGENT AND PROVIDING RELATED PROVISIONS AND AUTHORIZATIONS IN CONNECTION THERETO; PROVIDING FINDINGS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Village of Lazy Lake, Florida does not presently have a Village Clerk; and the former independent contractor Administrative Assistant has resigned; and,

WHEREAS, the Village of Lazy Lake previously contracted with Mrs. Tedra Allen to provide Village Qualifying and Election Agent services for the March 2020 municipal general election cycle and the Village will conduct municipal general election procedures in March of 2022 and may need other assistance in connection with Special Elections; and,

WHEREAS, the Village Council wishes to independently contract with Mrs. Tedra Allen for the services of Administrative Assistant and Village Qualifying and Election Agent services;

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

**SECTION 1:** The foregoing recitals are approved.

**SECTION 2:** Independent Contractor Retained – Terms.

- A. Mrs. Tedra Allen is retained as an independent contractor to perform the services of Village Administrative Assistant and Village Qualifying, and Election Agent as described in this Resolution.
- B. The Administrative Assistant scope of services shall include:
  - **Record and Transcribe Proceedings of Village Council Meetings and Other Official Meetings of the Village Government**
    - a) Attend Village Council Meetings, provided such Meetings are scheduled in coordination with the Contractor at times the Contractor is available.
    - b) Record and transcribe all Village meeting minutes in a timely and accurate manner.

- c) ensure that summary minutes are prepared for all official meetings and recordings are maintained in accordance with the Florida Statutes.
  - d) assist the Village in maintaining public records in accordance with applicable Statutes.
- **Ensure that all Village meetings of the Council and other official Boards are properly advertised and agendas prepared for each meeting**
    - a) Assist the Mayor in preparing an agenda for each Village meeting and distribute the agendas as per the requirements of the Village, at the direction of the Mayor.
    - b) assist the Mayor to ensure all official meetings of the Village are properly advertised and public notices meet all requirements of the Florida Statutes and Village requirements.
    - c) prepare agenda meeting packages for all Village Council meetings and distribute to the Council and residents on the Village e-mail list.
- Upload official documents and maintain Village website
  - Pay monthly invoices as approved by the Mayor and provide reporting of same to the Council monthly
  - Purchase supplies as needed for the Village office, subject to reimbursement by the Village
  - Provide information to the Village CPA Accounting Firm when requested by such Firm so that the Village Financial Statements and other financial documents can be prepared or revised.
  - Respond and/or forward emails directed to [clerk@lazylakefl.us](mailto:clerk@lazylakefl.us) as required at the direction of the Mayor
  - Upon specific request by the Mayor, the Administrative Assistant shall assist the Village Council in compliance with public records laws, specifically to:
    - a) keep and maintain public records that may come into the possession of the Administrative Assistant and remain in the possession of the Administrative Assistant in the manner required by the Village to perform the service.
    - b) provide the Village with a copy of the public records in the possession of the Administrative Assistant 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.
    - c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements in the possession of the Administrative Assistant are not disclosed, except as authorized by law, for the duration of

the contract term and following completion of the contract if the Administrative Assistant does not transfer the records to the Village's possession; and

- d) upon completion of the contract, transfer, at no cost to the Village all public records in possession of the Administrative Assistant or, if permitted by the Village, keep and maintain such public records at no cost. If the Administrative Assistant transfers all public records to the Village upon completion of the contract, the Administrative Assistant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Administrative Assistant keeps and maintains public records in the possession of the Administrative Assistant upon completion of the contract, the Administrative Assistant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's Mayor in a format that is compatible with the information technology systems of the Village.

**IT IS THE ULTIMATE RESPONSIBILITY OF THE VILLAGE TO ENSURE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING PUBLIC RECORDS.**

- C. The Village Qualifying and Election Agent scope of services shall include: (i) qualification of candidates, (ii) processing such documents as may be received from candidates, (iii) uploading candidate information to the Village Website, (iv) acting as the Village Liaison with the Office of the Broward County Supervisor of Elections for any general or special election, (v) acting as the Village resource for an election, and (vi) effecting such other election-related actions and communications as may be necessary or appropriate.
- D. Mrs. Allen shall be able to access and use the Village Website, access and use the e-mail address of [clerk@lazylakefl.us](mailto:clerk@lazylakefl.us), access and use the Village Office, communicate with legal counsel for the Village, and attest to the execution of Village documents (such as Ordinances and Resolutions and Agreements), and such elections matters as may be necessary.
- E. The Contractor shall not assign any rights to this independent contractor relationship, or delegate any of the Contractor's duties with respect thereto, without the express written approval of the Village, which approval will be within the Village's sole discretion.

- F. The Contractor shall not be an Officer or Official or employee of the Village of Lazy Lake, Florida (including, but not limited to the Village Charter Office of “the Village Clerk”).
- G. The Village shall defend, indemnify and hold harmless Mrs. Allen from any suits, claims, or liability from third parties concerning any act or omission within the scope of the foregoing duties which are taken in good faith, and which are not grossly negligent, reckless, or willfully in derogation of law. The Village’s liability to Mrs. Allen under the preceding sentence shall not include punitive damages, or interest for the period before judgment; additionally, the Village shall not be liable pursuant to the indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the Village arising out of the incident or occurrence, exceeds the sum of \$300,000.
- H. Termination Upon Notice. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
- I. Upon the termination of this Agreement, (a) the Village shall pay the Contractor in full for all services rendered through the date of the termination upon receipt of the Contractor’s invoice for such services (“Final Payment”); and (b) the Contractor will take all reasonable and necessary actions to transfer, within fifteen (15) days of receipt of Final Payment, in an orderly fashion to the Village or its designee, all of the Village’s financial records, including computer records, in the Contractor’s possession.
- J. The Contractor’s Compensation for the services provided herein shall be as set forth on Exhibit “A”
- K. If required by Mrs. Tedra Allen, the Mayor is authorized to execute an independent contract with Mrs. Allen consistent with the above terms; otherwise, this Resolution shall suffice as the contract.

**SECTION 3:** 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 4:** This Resolution shall become effective ten (10) days after passage by the Village Council and by signature by the Acting Mayor.

PASSED AND ADOPTED by the Village Council this 20<sup>th</sup> day of July, 2021.

Council Member

Voice Vote

Absent

Daniel Copher  
Patrick Kaufman  
Carlton Kirby  
Ray Nyhuis

Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	<input type="checkbox"/>
Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	<input type="checkbox"/>

SIGNED by the Acting Mayor this 24 day of July, 2021.

*Richard Willard*

Acting Mayor Richard Willard

ATTEST:

*Godhellen*  
VILLAGE ADMINISTRATIVE ASSISTANT

[4363807]018862-18001

**Exhibit "A"**

**Compensation**

Tedra Allen will provide the services listed in Section 2 of the resolution for the annual sum of Ten Thousand Two Hundred 00/100 (\$10,200) in twelve (2) equal month installments.

In the event any additional services\* are requested by the Village, services would be at an hourly rate of \$45.00 plus any expenses (i.e. travel, postage, courier, and copies)

Supplies for the Village purchased by Administrative Assistant shall be reimbursed by the Village upon being provided a written receipt for said purchases.

(\*Administrative Assistant may not incur such additional costs with express written or verbal authority from the Mayor and/or Council. "Additional services" may include, but are limited to, travel time for delivery services, time for accumulation, copying, and/or scanning of excessive documentation to respond to public records; computer software installation and/or training; meeting with officials, the Village attorney, Village accountant, and/or other persons at the request of the Mayor; and such other services as deemed necessary at the discretion and authorization of the Mayor).