



# Southwest Ranches Town Council

**REGULAR MEETING**  
Agenda of March 22, 2018

Southwest Ranches Council Chambers  
**7:00 PM Thursday**

13400 Griffin Road  
Southwest Ranches, FL 33330

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<b><u>Mayor</u></b> Doug McKay	<b><u>Town Council</u></b> Steve Breitkreuz Gary Jablonski	<b><u>Town Administrator</u></b> Andrew D. Berns	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D.
<b><u>Vice Mayor</u></b> Freddy Fisikelli	Denise Schroeder	<b><u>Town Financial Administrator</u></b> Martin Sherwood, CPA CGFO	<b><u>Assistant Town Administrator/Town Clerk</u></b> Russell C. Muniz, MMC

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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

**1. Call to Order/Roll Call**

**2. Pledge of Allegiance**

**3. Public Comment**

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

**4. Board Reports**

**5. Council Member Comments**

**6. Legal Comments**

**7. Administration Comments**

**Resolutions**

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE USE OF FUNDS FROM A NEW EMERGENCY LINE OF CREDIT TO BE USED TO REIMBURSE THE TOWN FOR COSTS INCURRED IN CONNECTION WITH HURRICANE IRMA FOR DEBRIS REMOVAL AND RELATED EXPENSES (THE "PROJECT"); DECLARING ITS OFFICIAL INTENTION TO FINANCE THE COSTS OF THE PROJECT THROUGH ISSUANCE OF A NOTE FOR A NEW EMERGENCY LINE OF CREDIT; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA FOR THE USE OF**

**TEMPORARY DEBRIS MANAGEMENT SITES FOLLOWING A NATURAL OR MAN-MADE DISASTER; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE ORIGINAL GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**11. Approval of Minutes**

- a. February 8, 2018 Regular Meeting**

**12. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

Town Council  
Doug McKay, *Mayor*  
Steve Breitkreuz, *Vice Mayor*  
Freddy Fisikelli, *Council Member*  
Gary Jablonski, *Council Member*  
Denise Schroeder, *Council Member*

Andrew D. Berns, *Town Administrator*  
Keith M. Poliakoff, *JD, Town Attorney*  
Russell Muniz, *Assistant Town Administrator/Town Clerk*  
Martin D. Sherwood, *CPA, CGMA, CGFO, Town Financial Administrator*

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Carol Capri Kalliche, Deputy Town Attorney, Martin D. Sherwood, Town Financial Administrator  
**DATE:** 3/22/2018  
**SUBJECT:** Emergency LOC

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### Recommendation

It is recommended that the Town Council adopt the attached resolution so that a new Emergency Line of Credit Facility may be used to reimburse the Town for emergency disaster expenses incurred in connection with Hurricane Irma.

### Strategic Priorities

A. Sound Governance

### Background

The Town has disbursed total FEMA and State expenses in the amount of \$2,709,199, as of February 28, 2018, in connection with Hurricane Irma debris collection, removal, monitoring and other expenses related thereto (the "Project") most of which is eligible for reimbursement. The Town's existing Emergency Line of Credit ("ELOC") with Centennial Bank matures on June 30, 2018 and the Town is currently reviewing options for a new and more favorable ELOC to replace the existing ELOC. A municipality is permitted to pay for a portion of the costs of the Project before issuing a Note for an ELOC in anticipation of the reimbursement of such expenditures from proceeds of the new ELOC. Section 1.150-2 of the Federal income tax regulations requires an issuer to officially declare its intent to use proceeds of a tax-exempt borrowing to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes. The attached

Resolution would declare the Town's reasonable official intention to finance the costs of the Project through the issuance of the Note for a new ELOC by the Town in an amount, at a minimum, that is necessary to finance the costs of the Project, up to a maximum principal amount to be determined by Town Council.

**Fiscal Impact/Analysis**

Without this Resolution, the Town would not be permitted to reimburse itself from the proceeds of the Note for any costs of the Project paid by the Town more than 60 days prior to the issue date of the new Note. This Resolution changes the 60-day look-back period from the issue date of the new Note to the date of adoption of this Resolution. The approval for this Resolution will enable to Town to be reimbursed under the new, forthcoming ELOC from costs expended from January 21, 2018 which, as of February 28, 2018, has amounted to \$1,172,819 and is anticipated to be deemed qualified and eligible for FEMA/STATE disbursements.

**Staff Contact:**

Carol Capri Kalliche, Deputy Town Attorney  
Martin D. Sherwood, Town Financial Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
Emergency LOC for Hurricane Irma Expenditures - TA Approved	3/15/2018	Resolution

**RESOLUTION NO. 2018 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE USE OF FUNDS FROM A NEW EMERGENCY LINE OF CREDIT TO BE USED TO REIMBURSE THE TOWN FOR COSTS INCURRED IN CONNECTION WITH HURRICANE IRMA FOR DEBRIS REMOVAL AND RELATED EXPENSES (THE "PROJECT"); DECLARING ITS OFFICIAL INTENTION TO FINANCE THE COSTS OF THE PROJECT THROUGH ISSUANCE OF A NOTE FOR A NEW EMERGENCY LINE OF CREDIT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town has an existing Emergency Line of Credit ("ELOC") with Centennial Bank which matures on June 30, 2018; and

**WHEREAS**, the Town is currently reviewing options for issuing a tax-exempt Note for a new ELOC to replace the existing ELOC, on or before June 30, 2018; and

**WHEREAS**, the Town has incurred costs and expenditures in connection with debris removal and other expenses due to damage caused by Hurricane Irma (the "Project"); and

**WHEREAS**, the Town intends to use the proceeds of the new ELOC for reimbursement of the costs of the Project; and

**WHEREAS**, Section 1.150-2 of the Federal Income Tax regulations requires an issuer of a Note to declare its intent to use proceeds of a tax exempt borrowing to reimburse expenditures paid prior to issuance of the Note as a prerequisite to the proceeds of the Note being treated as used for reimbursement purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**SECTION 1. ADOPTION OF RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by reference.

**SECTION 2.** To the extent the Town has not previously done so, the Town hereby declares its reasonable official intention to finance the costs of the Project through the issuance of a Note for an ELOC in an amount, at a minimum, that is necessary to finance the costs of the Project, up to a maximum principal amount of \$10,000,000.00.

**SECTION 3.** The Town may continue to pay for a portion of the costs of the Project before it issues the Note for the new ELOC, in anticipation of the reimbursement of such expenditures from proceeds of the Note.

**SECTION 4.** The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to prepare any and all documents as may be required in connection with effecting the foregoing resolutions.

**SECTION 5. SAVINGS CLAUSE.** If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

**SECTION 6. CONFLICTS.** All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_ day of March, 2018, on a motion by

\_\_\_\_\_, seconded by \_\_\_\_\_.

McKay	_____	Ayes	_____
Fisikelli	_____	Nays	_____
Breitkreuz	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Schroeder	_____		

ATTEST: \_\_\_\_\_  
Doug McKay, Mayor

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

\_\_\_\_\_  
Keith M. Poliakoff, Esq., Town Attorney



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
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**Town Council**  
**Doug McKay, Mayor**  
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**Gary Jablonski, Council Member**  
**Denise Schroeder, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andy Berns  
**FROM:** Sandy Luongo  
**DATE:** 3/5/2018  
**SUBJECT:** Temp Debris Mgmt Site ILA

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### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

### **Background**

Hurricane Irma caused significant damage to vegetation and structures throughout the Town in 2017. As a result, more than 300,000 cubic yards of storm related vegetative debris and 50,000 cubic yards of non-vegetative debris has been collected in the Town.

In order to expedite emergency debris pick up and disposal during the aftermath of Hurricane Irma, the Town entered into a Temporary Debris Management Site Interlocal Agreement (ILA) with Broward County on October 26, 2017, Resolution 2018-005, (exhibit A) as the County maintains a site located at Stirling Road and US 27. This ILA expired on November 30, 2017.

The County wanted to continue to assist municipalities in the aftermath of a natural or man-made disaster for debris generated during such disaster by offering the use of a Temporary Debris Management Sites owned by the county through a new ILA (exhibit B). This ILA would be effective upon execution by both parties and will expire on November 30, 2022. The ILA may be renewed for two (2) additional five (5) year terms.

**Fiscal Impact/Analysis**

The Town will be responsible for the costs associated with disposal at the debris management site. The total costs will vary depending on tonnage collected. These fees are reimbursable by FEMA based on the cost share determined by FEMA and the State of Florida.

**Staff Contact:**

Sandy Luongo, General Services Manager

**ATTACHMENTS:**

Description	Upload Date	Type
Temporary Debris ILA - TA Approved	3/16/2018	Resolution
Exhibit A	3/14/2018	Exhibit
Exhibit B	3/14/2018	Exhibit



**RESOLUTION NO. 2018-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA FOR THE USE OF TEMPORARY DEBRIS MANAGEMENT SITES FOLLOWING A NATURAL OR MAN-MADE DISASTER; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Hurricane Irma caused significant damage to vegetation and structures throughout the Town; and

**WHEREAS**, more than 300,000 cubic yards of storm related vegetative debris was collected in the Town; and

**WHEREAS**, more than 50,000 cubic yards of non-vegetative storm related debris such as damaged fences and other housing materials were collected by the Town; and

**WHEREAS**, currently non-vegetative debris must be brought to Pompano Beach for sorting and final disposal, despite the fact that the County maintains a site located at Stirling Road and US 27; and

**WHEREAS**, delivering to the Pompano Beach substantially delays the collection efforts due to hauling turnaround times and it makes it incredibly difficult to find vendors willing to haul that distance; and

**WHEREAS**, to resolve this issue during the Hurricane Irma recovery effort the Town entered into an Interlocal Agreement for Temporary Debris Management Sites (ILA) with the County, on October 26, 2017, pursuant to Resolution 2018-005, which allowed the Town to dispose of its non-vegetative storm debris at its Stirling Road facility; and

**WHEREAS**, the previously approved ILA expired on November 30, 2017; and

**WHEREAS**, the County is willing to allow the Town to enter into a long term ILA to dispose of vegetative and other storm related debris at its Temporary Debris Management Site, designated by the County Contract Administrator, effective upon execution of the agreement no later than March 31, 2018 for a five (5) year term,

to expire on November 30, 2022 with two (2) additional five (5) year options to renew.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE**

**TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Approval.** That the Town Council of the Town of Southwest Ranches, Florida hereby approves the ILA with Broward County for the use of temporary debris management sites following a natural or man-made disaster, as attached hereto as Exhibit "A", and incorporated herein by reference.

**Section 3. Authorization.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 22nd day of March, 2018 on a motion by \_\_\_\_\_

and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Doug McKay, Mayor

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
114776515.1

**RESOLUTION NO. 2018-005**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA FOR THE USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEAREAS**, Hurricane Irma caused significant damage to vegetation and structures throughout the Town; and

**WHEREAS**, more than 200,000 cubic yards of storm related vegetative debris has already been collected in the Town; and

**WHEREAS**, the Town seeks to embark on additional passes to begin cleanup of non-vegetative storm related debris such as damaged fences and other housing materials; and

**WHEREAS**, currently, non-vegetative debris must be brought to Pompano Beach for sorting and final disposal, despite the fact that the County maintains a site located at Stirling Road and US 27; and

**WHEREAS**, delivering to the Pompano Beach substantially delays the collection efforts due to hauling turnaround times and it makes it incredibly difficult to find vendors willing to haul that distance; and

**WHEREAS**, to resolve this issue, the County is willing to allow the Town to dispose of its non-vegetative storm debris at its Stirling Road facility provided that the Town enters an Interlocal Agreement with Broward County (ILA) in substantially the same form as that attached hereto as Exhibit "A";

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Approval.** That the Town Council of the Town of Southwest Ranches hereby approves the ILA with Broward County, attached hereto as Exhibit "A", and incorporated herein by reference.

**Section 3. Effectuation.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 26<sup>th</sup> day of October, 2017 on a motion by V/m Breithaupt and seconded by C/m Fisikelli.

McKay ap  
Breitkreuz ap  
Fisikelli ap  
Jablonski ap  
Schroeder ap

Ayes 5  
Nays 0  
Absent 0  
Abstaining 0

ATTEST:  
Russell Muñiz  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Doug McKay  
Doug McKay, Mayor

Approved as to Form and Correctness:  
Keith Poliakoff  
Keith Poliakoff, J.D., Town Attorney

114492882.1

INTERLOCAL AGREEMENT

BETWEEN

BROWARD COUNTY

AND

Town of Southwest Ranches

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FOR

USE OF TEMPORARY DEBRIS MANAGEMENT SITES  
AND OTHER RELATED SERVICES

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

Town of Southwest Ranches, hereinafter referred to as "GOVERNMENT ENTITY."

WHEREAS, COUNTY may offer the use of Temporary Debris Management Sites ("TDMS") owned by the COUNTY and other related services (the use of TDMS and other services shall hereinafter collectively be referred to as, "Services") to GOVERNMENT ENTITY for debris generated in Broward County in the aftermath of a natural or man-made disaster; and

WHEREAS, GOVERNMENT ENTITY desires to use the TDMS and Services in the aftermath of a natural or man-made disaster; and

WHEREAS, 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 provided by Section 163.01(11), Florida Statutes ; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments contained herein, 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 **Agreement** - means this document, Articles 1 through 7, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Government Entity Contract Administrator** – Russell Muniz, Asst. Town Admin./Town Clerk  
The primary responsibilities of the Government Entity Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Government Entity Contract Administrator.
- 1.4 **County Contract Administrator** - The Director of the Broward County Solid Waste and Recycling Services. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with GOVERNMENT ENTITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator.
- 1.5 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

**ARTICLE 2**  
**SCOPE OF SERVICES, PARTY RESPONSIBILITIES,**  
**FUNDING, AND METHOD OF PAYMENT**

2.1 COUNTY Responsibilities

2.1.1 COUNTY agrees to provide the Services to the GOVERNMENT ENTITY, subject to COUNTY's sole discretion and availability, pursuant to the terms and conditions set forth in this Agreement and Appendix I, attached hereto and made a part hereof. The judgment of the COUNTY, acting through the County Contract Administrator, shall be final as to availability. All TDMS offered to the GOVERNMENT ENTITY by the COUNTY shall be at sites that have been previously approved or are currently in the approval process by all applicable local, state and federal agencies.

2.1.2 The COUNTY, through the County Contract Administrator, retains the right to withdraw any and all Services upon fourteen (14) days advance written notice.

2.1.3 The purpose of these recitals is to ensure that the COUNTY is reimbursed for all costs and Services provided, and there are no additional liabilities as a result of this Agreement. COUNTY shall not be liable, for its failure or refusal to render or provide Services pursuant to this Agreement. The County Contract Administrator shall, at his/her sole discretion, determine the manner in which any and all such Services shall be provided.

2.1.4 The COUNTY shall create and maintain procedures for implanting this Agreement, and shall distribute such procedures to the GOVERNMENT ENTITY annually during the term of this Agreement.

## 2.2 GOVERNMENT ENTITY Responsibilities, Funding and Method of Payment

2.2.1 The GOVERNMENT ENTITY acknowledges and agrees that COUNTY has entered into an agreement with multiple contractors for disaster debris management services and the compensation under each agreement varies depending upon the particular contractor. Pursuant to the terms and conditions of these agreements, COUNTY has the right to assign work to any of the contractors, at its sole discretion. GOVERNMENTAL ENTITY agrees to compensate COUNTY in accordance with the prices of whichever contractor COUNTY has assigned work to, at COUNTY's sole discretion. Costs may be assessed based on the proportional use by the GOVERNMENTAL ENTITY.

2.2.2 GOVERNMENT ENTITY acknowledges its responsibility in seeking reimbursement from state and federal agencies for payments submitted to the COUNTY as provided in this Agreement, and acknowledges that all costs may not be deemed reimbursable by such agencies. Regardless of whether such costs are deemed reimbursable by such agencies, GOVERNMENT ENTITY is responsible for making all payments to COUNTY as provided in this Agreement.

2.2.3 The GOVERNMENT ENTITY shall submit payment to COUNTY for use of the TDMS and/or Services within thirty (30) calendar days of receipt of invoice from the COUNTY. The payment shall be made to COUNTY at:

Broward County Solid Waste and Recycling Services  
1 North University Drive, Suite 400  
Plantation, Florida 33324

2.2.4 The GOVERNMENTAL ENTITY shall abide by the terms and conditions set forth in this Agreement and Appendix I.

ARTICLE 3  
TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall commence on the date it is fully executed by both parties, and shall terminate on November 30, 2017, unless sooner terminated as provided herein.
- 3.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that fourteen (14) days written notice of such termination is given to the other party pursuant to Article 7.5 of this Agreement.

ARTICLE 4  
GOVERNMENTAL IMMUNITY

- 4.1 GOVERNMENT ENTITY and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall 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.

ARTICLE 5  
INSURANCE

- 5.1 The parties hereto acknowledge that GOVERNMENT ENTITY and COUNTY are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. GOVERNMENT ENTITY and COUNTY shall institute and maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 6  
EEO COMPLIANCE

- 6.1 Parties shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in its respective 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 shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. The parties shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the



non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. 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 other party deems appropriate.

The parties shall not unlawfully discriminate against any person in its respective operations and activities or in its respective use or expenditure of funds in fulfilling its obligations under this Agreement. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services, 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 ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, each party 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). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

## ARTICLE 7 MISCELLANEOUS

### 7.1 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 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.

### 7.2 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. GOVERNMENT ENTITY 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. GOVERNMENT ENTITY 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.

### 7.3 INDEPENDENT CONTRACTOR

GOVERNMENT ENTITY and COUNTY are independent contractors under this Agreement. Services provided by GOVERNMENT ENTITY pursuant to this Agreement shall be subject to the supervision of GOVERNMENT ENTITY and Services provided by COUNTY, pursuant to this Agreement, shall be subject to the supervision of COUNTY. In providing such Services, GOVERNMENT ENTITY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of COUNTY, and COUNTY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of GOVERNMENT ENTITY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to GOVERNMENT ENTITY or GOVERNMENT ENTITY's agents any authority of any kind to bind COUNTY in any respect whatsoever. GOVERNMENT ENTITY does not extend to COUNTY or COUNTY's agents, any authority of any kind to bind GOVERNMENT ENTITY in any respect whatsoever.

### 7.4 THIRD PARTY BENEFICIARIES

Neither GOVERNMENT ENTITY 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.

### 7.5 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, FL 33324

FOR GOVERNMENT ENTITY:

*Russell Muniz, Asst. TA/Town Clerk*  
*13400 Griffin Rd.*  
*Southwest Ranches, FL 33330*

7.6 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.

7.7 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 unless they are a party in such proceeding or compelled by court process. Further, the parties agree that 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 GOVERNMENT ENTITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, GOVERNMENT ENTITY agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as GOVERNMENT ENTITY.

7.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and GOVERNMENT ENTITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Neither GOVERNMENT ENTITY's nor COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this 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 Agreement.

7.9 COMPLIANCE WITH LAWS

GOVERNMENT ENTITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Likewise, COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

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In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or GOVERNMENT ENTITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

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Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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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 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.13 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. All parties agree and accept that 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, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.14 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 County Contract Administrator and GOVERNMENT ENTITY.

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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.

7.16 PAYABLE INTEREST

7.16.1. Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof GOVERNMENT ENTITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

7.16.2. Rate of Interest. In any instance where the prohibition or limitations of Section 7.18.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

7.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Appendix I is incorporated into and made a part of this Agreement.

7.18 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.

7.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and \_\_\_\_\_, signing by and through its authorized signatory, duly authorized to execute same.

**COUNTY**

WITNESSES:

By: \_\_\_\_\_

\_\_\_\_\_, County Administrator

\_\_\_\_\_

\_\_\_\_\_

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

Insurance requirements  
approved by Broward County  
Risk Management Division

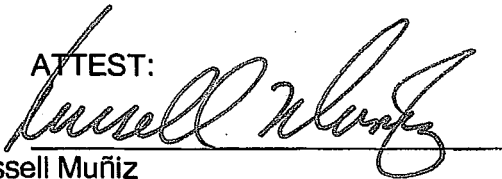
By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Angela F. Benjamin (Date)  
Assistant County Attorney

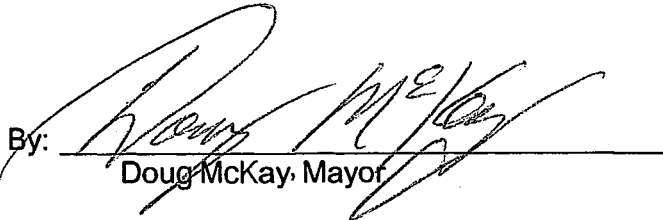
By \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND  
FOR USE OF BROWARD COUNTY TEMPORARY DEBRIS  
MANAGEMENT SITES AND RELATED SERVICES

ATTEST:



Russell Muñiz  
Assistant Town Administrator/Town Clerk

By:   
Doug McKay, Mayor

Dated: 26th day of October, 20 17

APPROVED AS TO LEGAL FORM:

  
Keith Poliakoff, Town Attorney

Dated: October 26, 2017

06-26-12  
tdmsdisasterdebris.ila.doc



**INTERLOCAL AGREEMENT FOR USE OF BROWARD COUNTY  
TEMPORARY DEBRIS MANAGEMENT SITES AND RELATED SERVICES**

***APPENDIX I***

**COUNTY Responsibilities**

- COUNTY will allow GOVERNMENT ENTITY-authorized Contractors to utilize the designated Temporary Debris Management Sites (TDMS) for disposal of material collected from the GOVERNMENT ENTITY.
- COUNTY shall be responsible for TDMS traffic control, TDMS site management, material processing/reduction, haul-out, and final disposal (in accordance with state and federal law).
- COUNTY's Consultant will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of load discharge.
- COUNTY site monitors will retain two copies of the load tickets and return one copy with the statement/invoice (biweekly or a period mutually agreeable). COUNTY will retain one copy for their records.
- COUNTY's Consultant will provide periodic user reports consistent with COUNTY Debris Monitoring Agreement.
- COUNTY will invoice the GOVERNMENT ENTITY for the proportionate share of the costs including fair and reasonable site operating (processing and disposal) and monitoring costs, as applicable to the services rendered. Proportionate share shall be calculated based on the volume of debris delivered by or on behalf of the GOVERNMENT ENTITY into the TDMS.

**GOVERNMENT ENTITY Responsibilities**

- Ensure all trucks are pre-measured and that placards are fixed noting prime contractor and truck yardage in accordance with Debris Management Plan protocols. (COUNTY shall have right to verify cubic yardage capacity for any recorded volumes that appear questionable and/or for any vehicles that may have been altered after the initial measurement by governmental entity.)
- Provide truck certification sheets for any vehicles bringing debris to COUNTY Temporary Debris Management Sites.

- Order a sufficient supply of five (5) part load tickets in a form agreed to by the COUNTY and COUNTY's Contractors, and ensure that trucks arrive with these tickets, initialed in the field (pick-up location) by the GOVERNMENT ENTITY field monitor, or follow other load recordation process as approved in writing by the County Contract Administrator in the future.
- Assume responsibility for any debris that does not conform to the requirements stipulated in the COUNTY's contract for TDMS operation.
- Pay in full any invoices received from the COUNTY within thirty (30) days of receipt pursuant to the terms of the Agreement.

INTERLOCAL AGREEMENT

BETWEEN

BROWARD COUNTY

AND

Town of Southwest Ranches

---

FOR

USE OF TEMPORARY DEBRIS MANAGEMENT SITES  
AND OTHER RELATED SERVICES

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

Town of Southwest Ranches, hereinafter referred to as "GOVERNMENT ENTITY."

WHEREAS, COUNTY may offer the use of Temporary Debris Management Sites ("TDMS") owned by the COUNTY and other related services (the use of TDMS and other services shall hereinafter collectively be referred to as, "Services") to GOVERNMENT ENTITY for debris generated in Broward County in the aftermath of a natural or man-made disaster; and

WHEREAS, GOVERNMENT ENTITY desires to use the TDMS and Services in the aftermath of a natural or man-made disaster; and

WHEREAS, 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 provided by Section 163.01(11), Florida Statutes ; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments contained herein, 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 **Agreement** - means this document, Articles 1 through 7, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Government Entity Contract Administrator** – Russell Muniz, Asst. Town Admin./Town Clerk  
The primary responsibilities of the Government Entity Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Government Entity Contract Administrator.
- 1.4 **County Contract Administrator** - The Director of the Broward County Solid Waste and Recycling Services. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with GOVERNMENT ENTITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator.
- 1.5 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

ARTICLE 2  
SCOPE OF SERVICES, PARTY RESPONSIBILITIES,  
FUNDING, AND METHOD OF PAYMENT

- 2.1 COUNTY Responsibilities
  - 2.1.1 COUNTY agrees to provide the Services to the GOVERNMENT ENTITY, subject to COUNTY's sole discretion and availability, pursuant to the terms and conditions set forth in this Agreement and Appendix I, attached hereto and made a part hereof. The judgment of the COUNTY, acting through the County Contract Administrator, shall be final as to availability. All TDMS offered to the GOVERNMENT ENTITY by the COUNTY shall be at sites that have been previously approved or are currently in the approval process by all applicable local, state and federal agencies.

2.1.2 The COUNTY, through the County Contract Administrator, retains the right to withdraw any and all Services upon fourteen (14) days advance written notice.

2.1.3 The purpose of these recitals is to ensure that the COUNTY is reimbursed for all costs and Services provided, and there are no additional liabilities as a result of this Agreement. COUNTY shall not be liable, for its failure or refusal to render or provide Services pursuant to this Agreement. The County Contract Administrator shall, at his/her sole discretion, determine the manner in which any and all such Services shall be provided.

2.1.4 The COUNTY shall create and maintain procedures for implanting this Agreement, and shall distribute such procedures to the GOVERNMENT ENTITY annually during the term of this Agreement.

## 2.2 GOVERNMENT ENTITY Responsibilities, Funding and Method of Payment

2.2.1 The GOVERNMENT ENTITY acknowledges and agrees that COUNTY has entered into an agreement with multiple contractors for disaster debris management services and the compensation under each agreement varies depending upon the particular contractor. Pursuant to the terms and conditions of these agreements, COUNTY has the right to assign work to any of the contractors, at its sole discretion. GOVERNMENTAL ENTITY agrees to compensate COUNTY in accordance with the prices of whichever contractor COUNTY has assigned work to, at COUNTY's sole discretion. Costs may be assessed based on the proportional use by the GOVERNMENTAL ENTITY.

2.2.2 GOVERNMENT ENTITY acknowledges its responsibility in seeking reimbursement from state and federal agencies for payments submitted to the COUNTY as provided in this Agreement, and acknowledges that all costs may not be deemed reimbursable by such agencies. Regardless of whether such costs are deemed reimbursable by such agencies, GOVERNMENT ENTITY is responsible for making all payments to COUNTY as provided in this Agreement.

2.2.3 The GOVERNMENT ENTITY shall submit payment to COUNTY for use of the TDMS and/or Services within thirty (30) calendar days of receipt of invoice from the COUNTY. The payment shall be made to COUNTY at:

Broward County Solid Waste and Recycling Services  
1 North University Drive, Suite 400  
Plantation, Florida 33324

2.2.4 The GOVERNMENTAL ENTITY shall abide by the terms and conditions set forth in this Agreement and Appendix I.

ARTICLE 3  
TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall commence on the date it is fully executed by both parties, and shall terminate on November 30, 2017, unless sooner terminated as provided herein.
- 3.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that fourteen (14) days written notice of such termination is given to the other party pursuant to Article 7.5 of this Agreement.

ARTICLE 4  
GOVERNMENTAL IMMUNITY

- 4.1 GOVERNMENT ENTITY and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall 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.

ARTICLE 5  
INSURANCE

- 5.1 The parties hereto acknowledge that GOVERNMENT ENTITY and COUNTY are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. GOVERNMENT ENTITY and COUNTY shall institute and maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 6  
EEO COMPLIANCE

- 6.1 Parties shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in its respective 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 shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. The parties shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the

non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. 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 other party deems appropriate.

The parties shall not unlawfully discriminate against any person in its respective operations and activities or in its respective use or expenditure of funds in fulfilling its obligations under this Agreement. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services, 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 ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, each party 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). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

## ARTICLE 7 MISCELLANEOUS

### 7.1 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 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.

### 7.2 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. GOVERNMENT ENTITY 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. GOVERNMENT ENTITY 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.

### 7.3 INDEPENDENT CONTRACTOR

GOVERNMENT ENTITY and COUNTY are independent contractors under this Agreement. Services provided by GOVERNMENT ENTITY pursuant to this Agreement shall be subject to the supervision of GOVERNMENT ENTITY and Services provided by COUNTY, pursuant to this Agreement, shall be subject to the supervision of COUNTY. In providing such Services, GOVERNMENT ENTITY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of COUNTY, and COUNTY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of GOVERNMENT ENTITY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to GOVERNMENT ENTITY or GOVERNMENT ENTITY's agents any authority of any kind to bind COUNTY in any respect whatsoever. GOVERNMENT ENTITY does not extend to COUNTY or COUNTY's agents, any authority of any kind to bind GOVERNMENT ENTITY in any respect whatsoever.

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[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the 26<sup>th</sup> day of June, 2012, and Town of Southwest Ranches signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

By: \_\_\_\_\_

Monica Cepero <sup>Deputy</sup> County Administrator

WITNESSES:

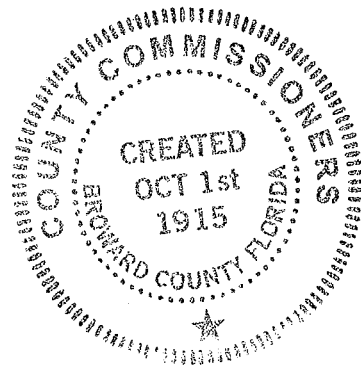
[Signature]  
[Signature]

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
Andrew J. Meyers, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

Insurance requirements  
approved by Broward County  
Risk Management Division

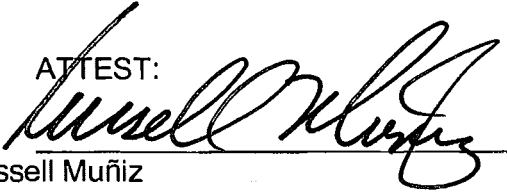
By [Signature] 11/7/17  
(Date)

By [Signature] 11/15/17  
Angela F. Benjamin (Date)  
Assistant County Attorney

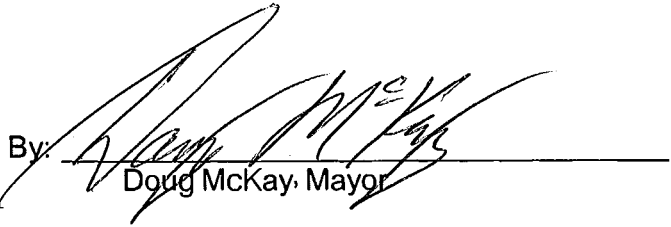


INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND  
FOR USE OF BROWARD COUNTY TEMPORARY DEBRIS  
MANAGEMENT SITES AND RELATED SERVICES

ATTEST:



Russell Muñiz  
Assistant Town Administrator/Town Clerk

By:   
Doug McKay, Mayor

Dated: 26th day of October, 20 17

APPROVED AS TO LEGAL FORM:

  
Keith Poliakoff, Town Attorney

Dated: October 26, 2017

06-26-12  
tdmsdisasterdebris.ila.doc

INTERLOCAL AGREEMENT FOR USE OF BROWARD COUNTY  
TEMPORARY DEBRIS MANAGEMENT SITES AND RELATED SERVICES

***APPENDIX I***

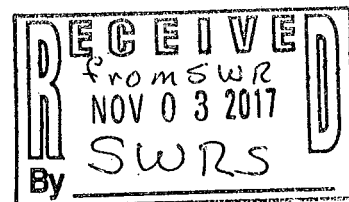
COUNTY Responsibilities

- COUNTY will allow GOVERNMENT ENTITY-authorized Contractors to utilize the designated Temporary Debris Management Sites (TDMS) for disposal of material collected from the GOVERNMENT ENTITY.
- COUNTY shall be responsible for TDMS traffic control, TDMS site management, material processing/reduction, haul-out, and final disposal (in accordance with state and federal law).
- COUNTY's Consultant will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of load discharge.
- COUNTY site monitors will retain two copies of the load tickets and return one copy with the statement/invoice (biweekly or a period mutually agreeable). COUNTY will retain one copy for their records.
- COUNTY's Consultant will provide periodic user reports consistent with COUNTY Debris Monitoring Agreement.
- COUNTY will invoice the GOVERNMENT ENTITY for the proportionate share of the costs including fair and reasonable site operating (processing and disposal) and monitoring costs, as applicable to the services rendered. Proportionate share shall be calculated based on the volume of debris delivered by or on behalf of the GOVERNMENT ENTITY into the TDMS.

GOVERNMENT ENTITY Responsibilities

- Ensure all trucks are pre-measured and that placards are fixed noting prime contractor and truck yardage in accordance with Debris Management Plan protocols. (COUNTY shall have right to verify cubic yardage capacity for any recorded volumes that appear questionable and/or for any vehicles that may have been altered after the initial measurement by governmental entity.)
- Provide truck certification sheets for any vehicles bringing debris to COUNTY Temporary Debris Management Sites.

- Order a sufficient supply of five (5) part load tickets in a form agreed to by the COUNTY and COUNTY's Contractors, and ensure that trucks arrive with these tickets, initialed in the field (pick-up location) by the GOVERNMENT ENTITY field monitor, or follow other load recordation process as approved in writing by the County Contract Administrator in the future.
- Assume responsibility for any debris that does not conform to the requirements stipulated in the COUNTY's contract for TDMS operation.
- Pay in full any invoices received from the COUNTY within thirty (30) days of receipt pursuant to the terms of the Agreement.





This Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida, ("County") and the Town of Southwest Ranches ("Government Entity") (collectively, the "Parties").

## RECITALS

A. County wants to help governmental entities within County with debris management in the aftermath of a natural or man-made disaster for debris generated in County during such disaster by offering the use of Temporary Debris Management Sites ("TDMSs") owned by County.

B. Government Entity wants to use the TDMS and other related services in the aftermath of a natural or man-made disaster.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

## ARTICLE 1. DEFINITIONS

- 1.1 **Board**. The Broward County Board of County Commissioners of Broward County, Florida.
- 1.2 **County Contract Administrator**. The Director of the Broward County Solid Waste and Recycling Services, or designee.
- 1.3 **County Administrator**. The administrative head of County appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.5 **Debris Management Center**. The central command and control center for debris management coordination efforts between the County, municipalities, and other nonCounty agencies within the County.
- 1.6 **Disaster Debris**. Vegetative Debris, Hazardous Stump, and Other Debris, but not Unauthorized Debris.
- 1.7 **Disaster Debris Monitor or DDM**. The company or entity designated by the County Contract Administrator that will act as a County representative under this Agreement.
- 1.8 **Government Entity Contract Administrator**. Andy Berns, Town Administrator.
- 1.9 **Hazardous Stump**. Eligible debris composed of a tree stump that is at least 24 inches in diameter and documented as a hazardous stump on an incoming Load Ticket.
- 1.10 **Load Tickets**. A five-part document, in a form approved by the County Contract Administrator, that tracks Disaster Debris from the original collection point to the TDMS.

1.11 **Other Debris.** Eligible debris that is not exclusively Vegetative Debris, which may contain Vegetative Debris, construction and demolition debris, and other types of bulk debris, but not Unauthorized Debris.

1.12 **Services.** Include, but are not limited to, site management; receipt of Disaster Debris; processing/reduction/segregation of Disaster Debris; loading of Disaster Debris for final disposal; hauling of Disaster Debris for final disposal; final disposal of Disaster Debris; site restoration; monitoring incoming, outgoing and final disposal of Disaster Debris; and managing TDMS traffic control.

1.13 **TDMS.** Temporary Debris Management Site designated by the County Contract Administrator.

1.14 **Unauthorized Debris.** Any debris not accepted for off-loading, processing and disposal at County's TDMSs. Unauthorized debris includes, but is not limited to, white goods; chemical, biological, radiological, and nuclear-contaminated debris; hazardous waste; vehicles; vessels; animal carcasses; garbage (household food waste), household hazardous waste; electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags) and sand, soil, mud, and/or sediment.

1.15 **Vegetative Debris.** Eligible debris comprised of whole trees, tree stumps smaller than 24 inches in diameter, tree branches, tree trunks, and other leafy material.

## **ARTICLE 2. SCOPE OF SERVICES**

2.1 Subject to availability and in the County Contract Administrator's sole discretion, County shall provide Services to Government Entity as outlined herein.

2.1.1 County shall allow Government Entity employees or authorized contractors to bring to TDMS Disaster Debris (but under no circumstances Unauthorized Debris) collected from the Government Entity's jurisdictional boundaries.

2.1.2 DDM will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of receipt.

2.1.3 DDM shall ensure that each part of the Load Ticket is distributed to entities identified by the County Contract Administrator. County may, in the County Contract Administrator's sole discretion, use an electronic ticket system.

2.1.4 DDM shall provide periodic user reports to Government Entity.

2.2 All Services offered to the Government Entity by the County shall be at sites that have been previously approved or are currently in the approval process by all applicable regulatory agencies.

2.3 The County Contract Administrator may, in his or her sole discretion, withdraw all or any part of Services by providing Government Entity with at least fourteen (14) days' written notice. In addition, the County Contract Administrator may, in his or her sole discretion, determine the manner in which any Services are provided to Government

Entity, including but not limited to, the selection of TDMS locations, and the hours of operation for TDMS locations.

2.4 The Government Entity shall reimburse County for all costs and Services provided. County will not be liable for its failure or refusal to render or provide Services under this Agreement.

2.5 Government Entity shall comply with the following provisions.

2.5.1 Government Entity shall ensure all trucks are premeasured and that placards are affixed to trucks noting prime contractor and truck capacity (in cubic yards). County may, in the sole discretion of the County Contract Administrator, verify cubic yardage capacity for any reason.

2.5.2 Government Entity shall provide truck certification sheets for any vehicle bringing debris to a TDMS.

2.5.3 Government Entity shall order a sufficient supply of Load Tickets, and ensure that Government Entity's and Government Entity's contractors' trucks arrive with the Load Tickets initialed in the field (pick-up location) by the Government Entity field monitor, or follow other load recordation processes approved in writing by the County Contract Administrator.

If Government Entity fails to comply with any of the following provisions, the County Contract Administrator, in his or her sole discretion, may refuse to provide any or all Services to Government Entity.

2.6 If the Agreement is executed by the Parties on or before March 31st of any calendar year, County shall make Services available to Government Entity starting on June 1st of that calendar year, and each calendar year thereafter during this Agreement. If the Agreement is executed by the Parties between March 31st and December 31st of any calendar year, the County shall make Services available to Government Entity starting on June 1st of the following calendar year, and each calendar year thereafter during this Agreement.

2.7 The County Contract Administrator and the Government Entity Contract Administrator shall coordinate and communicate with each other and manage and supervise execution and completion of the Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator on behalf of the County or the Government Entity Contract Administrator on behalf of the Government Entity.

### **ARTICLE 3. COMPENSATION**

3.1 County shall invoice Government Entity for the proportionate share of the cost for Services and for the proportionate share of the cost for associated Debris Management Center staff time. County shall calculate a proportionate share of costs based on the

volume of debris delivered by or on behalf of the Government Entity to the TDMS.

3.2 Government Entity shall pay County its full costs for Services and for its proportionate share of associated Debris Management Center staff time on or before the thirtieth day after receipt of invoice from the County.

3.3 County Contract Administrator may assign work to any one or more of multiple contractors for disaster debris management services, each with its own compensation structure based on a separate agreement between County and the particular disaster debris management service contractor. Government Entity shall pay County the costs of whichever contractor County has assigned work to, at County Contract Administrator's sole discretion. County shall assess costs based on the Governmental Entity's proportional use of the TDMS and/or the Services.

3.4 Government Entity must pay County for all costs under this Agreement regardless of whether such costs are deemed reimbursable by state or federal agencies.

3.5 Government Entity shall deliver the payment to County at:

Broward County Solid Waste and Recycling  
Services  
1 North University Drive, Suite 400  
Plantation, Florida 33324

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1 The term of this Agreement shall start on the date it is fully executed by the Parties and shall end on November 30, 2022 ("Initial Term"), unless sooner terminated as provided herein. Thereafter, the Parties may, upon mutual written consent of the County Contract Administrator and the Government Entity, renew the Agreement with the same conditions for two additional five-year terms.

4.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that at least fourteen (14) days' written notice of such termination is given to the other party pursuant to Article 8.5 of this Agreement.

#### **ARTICLE 5. GOVERNMENTAL IMMUNITY**

Government Entity and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall 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.

#### **ARTICLE 6. INSURANCE**

Government Entity and County are governmental entities subject to the

limitations of Section 768.28, Florida Statutes. Government Entity and County shall institute and maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

## **ARTICLE 7. EEO COMPLIANCE**

7.1 No party to this Agreement may discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. The Parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, 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, as amended. Failure by either party 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 other party deems appropriate.

7.2 The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, 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 ensure nondiscrimination in employment against disabled persons.

7.3 By execution of this Agreement, each party 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). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

## **ARTICLE 8. MISCELLANEOUS**

8.1 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 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.

8.2 Audit Rights 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. Government Entity 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 and performance thereunder.

The Parties 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.

8.3 Independent Contractor. Government Entity and County are independent contractors under this Agreement. Services provided by Government Entity pursuant to this Agreement shall be subject to the supervision of Government Entity and Services provided by County, pursuant to this Agreement, shall be subject to the supervision of County. In providing such Services, Government Entity, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County, and County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Government Entity. This Agreement shall not constitute or make the Parties a partnership or joint venture.

8.4 Third Party Beneficiaries. Neither Government Entity 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.

8.5 Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. 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 as the respective places for giving of notice:

FOR COUNTY:

County Administrator  
Governmental Center, Suite 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: \_\_\_\_\_

With a copy to:

Director, Solid Waste and Recycling Services  
One North University Drive, Suite 400  
Plantation, Florida 33324  
Email: \_\_\_\_\_

FOR GOVERNMENT ENTITY:

Andy Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
aberns@southwestranches.org

8.6 Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

8.7 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 unless they are a party in such proceeding or compelled by court process. Further, the Parties agree that 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. If Government Entity is permitted under this Agreement to use subcontractors to perform any services required by this Agreement, Government Entity agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Government Entity.

8.8 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 each is, therefore, a material term hereof. Either Government Entity's or County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this 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 Agreement.

8.9 Compliance with Laws. Government Entity and County shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 Severability. 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 the Agreement shall remain in full force and effect.

8.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.12 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. 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 any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.13 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 County and Government Entity.

8.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.15 Payable Interest

8.15.1 Payment of Interest. County shall not be liable to pay any interest to Government Entity for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Government Entity waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

8.15.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the fullest extent permissible under applicable law, .025% (one quarter of one percent) simple interest (uncompounded).

8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.



8.17 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.

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and \_\_\_\_\_, signing by and through its authorized signatory, duly authorized to execute same.

**COUNTY**

WITNESSES:

By: \_\_\_\_\_  
\_\_\_\_\_, County Administrator

\_\_\_\_\_

\_\_\_\_\_

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
Andrew J. Meyers, 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 \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Angela F. Benjamin (Date)  
Senior Assistant County Attorney

By \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND  
TOWN OF SOUTHWEST RANCHES FOR USE OF BROWARD COUNTY  
TEMPORARY DEBRIS MANAGEMENT SITES AND RELATED SERVICES

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town  
Administrator/Town Clerk

By: \_\_\_\_\_  
Mayor Doug McKay

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

Dated:

\_\_\_\_\_

02/08/18 ILA for TDMS Services form  
AB/doc. # 272880

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Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

Town Council  
Doug McKay, *Mayor*  
Steve Breitkreuz, *Vice Mayor*  
Freddy Fisikelli, *Council Member*  
Gary Jablonski, *Council Member*  
Denise Schroeder, *Council Member*

Andrew D. Berns, *Town Administrator*  
Keith M. Poliakoff, *JD, Town Attorney*  
Russell Muniz, *Assistant Town Administrator/Town Clerk*  
Martin D. Sherwood, *CPA, CGMA, CGFO, Town Financial Administrator*

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muniz, Assistant Town Administrator/Town Clerk  
**DATE:** 3/22/2018  
**SUBJECT:** Original Gas Tax Amendment

### Recommendation

It is recommended that Council approve the attached resolution incorporating the amendment to the Interlocal Agreement with Broward County for the "original" gas tax (Exhibit 1) for the distribution of gas taxes.

### Strategic Priorities

A. Sound Governance

### Background

Currently, the Town of Southwest Ranches receives gas tax revenue via three Interlocal Agreements with Broward County, which collects gas tax, on behalf of the municipalities, from the sale of every gallon of motor fuel and special fuel sold in Broward County. These proceeds are then redistributed to all participating municipalities within the County based upon individual municipal populations. Each of these agreements provides that the rates for redistribution of proceeds shall be adjusted annually based upon the population figures listed in the current "Florida Estimates of Population" as published by the Bureau of Economics and Business Research, Population Division, University of Florida. At this time, this interlocal agreement only pertains to the "original" local gas tax. The "additional" and the "transit gas tax" local option agreements will come before the Town Council later in the year as these items have not yet expired.

The Interlocal Agreement and amendments is described below:

The "original" local option gas tax agreement was adopted in 1983 and expires in August 2018. The County Commission has instructed County staff to renew the agreement so that it will expire in 2047. The ILA provides for Cities to receive 37.5% of the proceeds of six cents of gas tax. This amendment adjusts each City's percentage share of the 37.5% based on updated population figures.

This resolution and the attached Interlocal Agreement serves to continue this important revenue stream to the Town.

**Analysis**

Below are the projected and historical percentage rates calculated by the County based upon the Town's population:

	<u>Fiscal Year 2018-2019</u>	<u>Fiscal Year 2016-2017</u>
Estimated Town Population	7,614	7,572
Broward County Population	1,873,970	1,854,513
6-Cent Local Option Tax:	0.153594%	0.154341%

**Fiscal Impact/Analysis**

The Town's estimated population increased to 7,614 from 7,572. The Town's estimated population percentage increase (.0055) did not outpace the overall Broward County municipal population percentage increase (.0104) therefore, the Town's shared percentage decreased (per the above table) on a year to year basis. Additionally, annual proceeds vary based on actual gasoline consumption within Broward County. However, assuming no change in consumption, it is estimated that gas taxes will increase approximately \$XXX, in Fiscal Year 2018-2019 for the six cent local option gas taxes.

**Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk  
Martin Sherwood, Town Financial Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
Local Option Additional Gas Tax Reso - TA Approved	3/16/2018	Resolution
Local Option Gas Tax ILA	3/13/2018	Agreement
Letter from Broward County - Gas Tax ILA	3/13/2018	Backup Material
Local Option Gas Tx Chart	3/13/2018	Backup Material

**RESOLUTION NO. 2018 –**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Broward County Commission enacted Ordinance #88-27 on June 14, 1988 to extend the levy of the six-cent local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County; and

**WHEREAS**, the original agreement was set to expire on August 31, 2018 but the Broward County Commission has directed staff to move forward with the renewal of the “original” agreement; and

**WHEREAS**, upon the creation of the municipality, the Town entered into an interlocal agreement (ILA) with Broward County establishing its local option gas tax; and

**WHEREAS**, the ILA provides that the population figures, which are the basis for the revenue, be adjusted annually based on the current “Florida Estimates of Population” as published by the Bureau of Economics and Business Research, Population Division, University of Florida; and

**WHEREAS**, this Agreement will provide funding for the 2018-19 fiscal year through the distribution of the Town’s share of the proceeds from the six cent local option gas tax in the amount of 0.153594% of the incorporated portion; and

**WHEREAS**, Section 336.025 (1)(a), Florida Statutes, requires the majority of the population of the incorporated areas within the County to approve an Interlocal Agreement in support of the distribution and methodology for the distribution to continue in its present form.

**NOW, THEREFORE, BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1:** Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby approves the Interlocal Agreement with Broward County, substantially in the form of the Agreements attached as Exhibit "1," providing for the division and distribution of the proceeds of the local option gas tax.

**Section 3:** Authorization. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into the Interlocal Agreement with Broward County, substantially in the form of the Agreements attached as Exhibit "1," providing for the division and distribution of the proceeds of the local option gas tax and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4:** Effective Date. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2018 on a motion by \_\_\_\_\_

\_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney

114776519.1



# INTERLOCAL AGREEMENT

among

BROWARD COUNTY

and

COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS

regarding

Distribution of a Six-cent Local Option Gas Tax on Every Gallon of Motor Fuel and Special Fuel Sold in Broward County

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (County and Municipalities are collectively referred to as the “Parties”).

## RECITALS

1. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a six-cent (\$0.06) local option gas tax on every gallon of motor fuel and special fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible municipalities representing a majority of the population of the incorporated area within the County.

2. The Parties desire that the current six-cent local option gas tax expiring August 31, 2018, be reestablished, reimposed, and relieved through December 31, 2047, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

### **AGREEMENT**

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Intent of Agreement:** The intent of this Agreement is to establish the method of distribution of the proceeds of a local option gas tax to be used for transportation expenditures.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Sixty-two and one-half percent (62.5%) to the County, and Thirty-seven and one-half percent (37.5%) to the Municipalities.
  - 3.1 The distribution of proceeds to the Municipalities will be based upon the annual Bureau of Economics and Business Research (“BEBR”) population figures as of April 1 of each year, pursuant to Section 336.025(3)(a)(3), Florida Statutes, as same may be amended.
  - 3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
  - 3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
4. **Effective Date:** Pursuant to Section 336.025(1)(b)(1), Florida Statutes, the six-cent local option gas tax and this Agreement shall be effective, and continue uninterrupted, from and including September 1, 2018, through and including December 31, 2047, a term of twenty-nine (29) years and four (4) months, provided that the County and Municipalities representing a majority of the population of the incorporated area within Broward County have approved and executed this Agreement by March 31, 2018.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing, mailed, and sent by email to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.

6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and to their respective successors and assigns.
7. **Termination Resulting From Judicial Determination:** If, as a result of any judicial ruling, any party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year and for the remainder of the tax levy shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Merger:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, as may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
12. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
13. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Broward County, as authorized by action of its Board of County Commissioners taken on January 23, 2018, and Municipalities, signing by and through their representative authorized to execute the same pursuant to formal action taken on the date indicated on the respective signature pages.

**COUNTY**

WITNESS:

BROWARD COUNTY, by and through its  
County Administrator

\_\_\_\_\_  
Signature of Witness (Date)

By \_\_\_\_\_  
Bertha Henry

\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Signature of Witness (Date)

Designated Address for Notices:  
Bertha Henry at [bhenry@broward.org](mailto:bhenry@broward.org)  
Broward County Administrator  
Governmental Center, Room 409  
Fort Lauderdale, Florida 33301  
Attention: County Administrator

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

By \_\_\_\_\_  
Claudia Capdesuner (Date)  
Assistant County Attorney

With a copy to:  
Andrew J. Meyers at [ameyers@broward.org](mailto:ameyers@broward.org)  
County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

By \_\_\_\_\_  
Angela J. Wallace (Date)  
Deputy County Attorney

CC/AJW  
01/11/18  
Six-Cent Local Option Gas Tax ILA.doc

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, AND WILTON MANORS REGARDING DISTRIBUTION OF A SIX-CENT LOCAL OPTION GAS TAX ON EVERY GALLON OF MOTOR FUEL AND SPECIAL FUEL SOLD IN BROWARD COUNTY**

TOWN OF SOUTHWEST RANCHES, through its Town Council, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS:

TOWN

\_\_\_\_\_  
Signature of Witness

By \_\_\_\_\_

Mayor

\_\_\_\_\_  
Print of Type Name of Witness

\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Signature of Witness

By \_\_\_\_\_

Town Administrator

\_\_\_\_\_  
Print of Type Name of Witness

ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as to legal form

\_\_\_\_\_  
Town Attorney

Designated Address for Notices (include email address(es):

rmuniz@southwestranches.org  
aberns@southwestranches.org

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Office of Management and Budget**

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

January 24, 2018

Dear Municipality:

On January 23<sup>rd</sup> 2018, the Board of County Commissioners directed staff to move forward with the renewal of the "original" six cent local option gas tax levied in 1988 for a period of 30 years, which expires on August 31<sup>st</sup> 2018. Attached is the renewal of the interlocal agreement requiring approval by your municipal governing board no later than March 16, 2018. This agreement provides for Cities to continue to receive 37.5% and the County to receive 62.5% of the proceeds of six cents of this local option gas tax. The interlocal agreement also continues to provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research (BEER). The attached agreement contains the percentage breakdown of the City's percentage share of the 37.5% based on the April 1, 2017 BEER updated population figures. On an annual basis, this agreement will be administratively updated to adjust each City's percentage share of the 37.5% based on the updated population figures published annually by BEER for the distribution of the gas taxes amount to the Cities. The "additional" three cent gas tax and the "transit" one cent gas tax, which are not expiring this year, will continue the annual process of amending those interlocal agreements until they expire in 2024 and 2031.

If a majority (by population) of the interlocal agreements are not received back from the municipalities by March 31<sup>st</sup> 2018, then the County will move forward with the statutory methodology for the distribution of the "original" local option gas tax, in which the Cities would receive 37.1% and the County would receive 62.9% of those gas tax proceeds.

Please place this renewal of the interlocal agreement for the "original" local option gas tax on the agenda for approval by the municipal governing board as soon as possible and return the signed agreement to the County no later than March 31, 2018. If you have any questions about the interlocal agreement, please contact Jennifer Steelman from the County's Office of Management and Budget at 954-357-6226.

Attached is a copy of the above discussed agreement. Please keep one set of the interlocal agreement for your city records and return **two** original **interlocal agreements** to:

Norman Foster, Director  
Broward County Office of Management and Budget  
115 S, Andrews Avenue, Room 404  
Fort Lauderdale, FL 33301  
Ph. (954) 357-6345

Sincerely,

Norman Foster, Director  
Office of Management and Budget



**"Original" Six Cents Local Option Gas Tax  
Annual Administrative Update of BEBR Population  
Year 1 of FY19 - FY48 per the Interlocal Agreement**

<b>Recipient</b>	<b>FY19 Percent Share of Proceeds</b>
Coconut Creek	1.157802%
Cooper City	0.680984%
Coral Springs	2.569597%
Dania	0.634890%
Davie	2.031151%
Deerfield Beach	1.574304%
Fort Lauderdale	3.612153%
Hallandale	0.781605%
Hillsboro Beach	0.038550%
Hollywood	2.969638%
Lauderdale-by-the-Sea	0.124565%
Lauderdale Lakes	0.707935%
Lauderhill	1.435840%
Lazy Lake	0.000523%
Lighthouse Point	0.212336%
Margate	1.169220%
Miramar	2.748426%
North Lauderdale	0.895822%
Oakland Park	0.895842%
Parkland	0.634950%
Pembroke Park	0.128459%
Pembroke Pines	3.290200%
Plantation	1.787669%
Pompano Beach	2.207701%
Sea Ranch Lakes	0.013959%
Southwest Ranches	0.153594%
Sunrise	1.853149%
Tamarac	1.289226%
Weston	1.343672%
West Park	0.300813%
Wilton Manors	0.255425%
<b>Total Incorporated</b>	<b>37.500000%</b>

<b>Recipient</b>	<b>FY19 Population</b>
Coconut Creek	57,395
Cooper City	33,758
Coral Springs	127,381
Dania	31,473
Davie	100,689
Deerfield Beach	78,042
Fort Lauderdale	179,063
Hallandale	38,746
Hillsboro Beach	1,911
Hollywood	147,212
Lauderdale-by-the-Sea	6,175
Lauderdale Lakes	35,094
Lauderhill	71,178
Lazy Lake	26
Lighthouse Point	10,526
Margate	57,961
Miramar	136,246
North Lauderdale	44,408
Oakland Park	44,409
Parkland	31,476
Pembroke Park	6,368
Pembroke Pines	163,103
Plantation	88,619
Pompano Beach	109,441
Sea Ranch Lakes	692
Southwest Ranches	7,614
Sunrise	91,865
Tamarac	63,910
Weston	66,609
West Park	14,912
Wilton Manors	12,662
<b>Total Incorporated</b>	<b>1,858,964</b>
<b>Unincorporated Area</b>	<b>15,006</b>
<b>Total County</b>	<b>1,873,970</b>

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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

February 8, 2018

13400 Griffin Road

Present:

Vice Mayor Freddy Fisikelli

Town Administrator Andrew D. Berns

Council Member Steve Breitkreuz

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Gary Jablonski

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Vice Mayor Fisikelli at 7:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

**MOTION:** TO EXCUSE THE ABSENCE OF MAYOR MCKAY and COUNCIL MEMBER SCHROEDER.

**3. Presentation – 2018 Mr. & Miss Southwest Ranches Pageant Winners**

**4. Public Comment**

The following members of the public addressed the Town Council: David Kuczenski, Tony Browne, and Newell Hollingsworth.

**5. Board Reports**

Bob Hartmann, Chair of the Drainage and Infrastructure Advisory Board (DIAB), reported back regarding the discussion held at the recent meeting concerning the proposed concrete pads for bulk waste collection. The Board felt that the pads could negatively affect drainage and therefore revised their recommendation to only propose them for new home construction with canal frontage. Regarding waste collection he remarked that the service appeared to have improved greatly since their representative appeared at the January 25, 2018 meeting.

**6. Council Member Comments**

Council Member Breitkreuz, responding to comments made during the Public Comments section of the meeting pertaining to false burglar alarms, indicated that Town Administrator Berns was already working on language to address this issue. He also addressed a question raised concerning a request for speed humps. He indicated the will of the community would need to be determined before any action could be taken. Lastly, he also noticed the marked improvement in the waste collection service. He concluded with discussion on the solid waste commercial rates in Broward County and believed that the Town's rates were competitive.

Council Member Jablonski also addressed the burglar alarm issue and reminded everyone that the current ordinance did provide for escalated charges to the property owner. Council Member Breitkreuz felt that the penalties needed to be higher. He also noticed the improvement to the waste collection service. He reminded everyone that the Garage Sale in the Park would be held on February 17<sup>th</sup> at the Equestrian Park, and the Chili Cook-Off would also be held there on February 24<sup>th</sup>. Lastly, he announced that Water Matters Day would take place on Saturday March 10<sup>th</sup> at Tree Tops Park.

## **7. Legal Comments**

Town Attorney Poliakoff confirmed the Town was looking into a revision of the burglar alarm ordinance. He commented on the January 25, 2018 regular meeting and suggested that the Town Council make a determination regarding political campaigning. Some municipalities allowed it and some did not. He reminded Council that if political campaigning would be allowed during Town Council meetings, all candidates would have to be provided equal access. He also cautioned the Town Council on responding directly to residents during Public Comments as these responses could be detrimental should they be admitted in a legal proceeding against the Town. He advised that he was preparing for trial in the CCA case and was awaiting the Supreme Court's decision on Pembroke Pines' appeal. He was preparing a history of this issue for oral arguments and suggested placing this on the Town website at the conclusion of the trial. He advised that he recently was provided a file which contained the first lawsuit filed against the Town. The file was important because it included the feasibility which was the basis for the Town's incorporation. The study illustrated how important the CCA property was to the economic viability of the Town.

## **8. Administration Comments**

Town Administrator Berns offered no comments.

### Resolutions

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND FOUR HUNDRED AND EIGHTY-TWO DOLLARS AND FIFTY-FIVE CENTS (\$35,482.55) TO PURCHASE A NEW UTILITY VEHICLE; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2017/2018 BUDGET FOR A UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE. {Tabled from January 25, 2018}

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

**MOTION:** TO TABLE THE RESOLUTION TO FEBRUARY 22, 2018.

### Discussion

**10.** Town Administrator/Town Financial Administrator Annual Review {Tabled from January 25, 2018}

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

**MOTION:** TO TABLE THE DISCUSSION TO FEBRUARY 22, 2018.

- 11.** Approval of Minutes
  - a. January 25, 2018 - Regular Meeting

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 3-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

**MOTION:** TO APPROVE THE MINUTES.

- 12. Adjournment** - Meeting was adjourned at 7:33 p.m.

*Respectfully submitted:*

\_\_\_\_\_  
*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on  
this 22<sup>nd</sup> day of March, 2018.*

\_\_\_\_\_  
*Doug McKay, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.