



**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY AND CITY OF MARGATE FOR OPTIONAL SERVICES FOR
“KEEP BROWARD BEAUTIFUL,”
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS, AND
BULK TRASH AND YARD WASTE
DROP-OFF PROGRAMS**

This interlocal agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and **City of Margate**, a municipal corporation incorporated under Florida law (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County policy safeguards the health, welfare, and natural environment of its residents and ensures accessible, seamlessly integrated investments in sustainable practices and environmental protection.

B. County’s Solid Waste and Recycling Services provides multiple programs to aid residents and municipalities in fostering a safe and sustainable environment including:

(i) County’s “Keep Broward Beautiful” Program, as defined in Exhibit A attached hereto and incorporated herein, aids with litter prevention, beautification, and clean-up efforts;

(ii) County’s Household Hazardous Waste and Electronics Program, as defined in Exhibit B attached hereto and incorporated herein, provides disposal services and electronics processing services at County’s Residential Drop-Off Centers and at Remote Collection Events; and

(iii) County’s Bulk Trash and Yard Waste Drop-Off Program, as defined in Exhibit C attached hereto and incorporated herein, enables Residents to dispose of the Bulk Trash and Yard Waste at County’s Residential Drop-Off Centers.

C. County is willing to provide, and Municipality wishes to receive on behalf of its Residents, the option to participate in any of or all these programs pursuant to this Agreement.

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

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

ARTICLE 1. DEFINITIONS

1.1. **Adopt-a-Street** means a collaboration between County, Municipality, and volunteer groups, in which residents volunteer to remove litter from an adopted street in Municipality as part of the “Keep Broward Beautiful” Program.

1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.3. **Board** means the Board of County Commissioners of Broward County, Florida.

1.4. **Bulk Trash** means large items that are disposed of by Residents and may require special handling including, without limitation, tires or construction and demolition debris like carpet, concrete, drywall, glass, insulation, mirrors, and other materials resulting from minor home improvements.

1.5. **Code** means the Broward County Code of Ordinances.

1.6. **County Administrator** means the administrative head of County appointed by the Board.

1.7. **County Attorney** means the chief legal counsel for County appointed by the Board.

1.8. **County’s Contract Administrator** means the Director of Solid Waste and Recycling Services, including any interim or acting Director, the Assistant Director of Solid Waste and Recycling Services, or such other person designated by the Director of Solid Waste and Recycling Services in writing. The primary responsibilities of County’s Contract Administrator under this Agreement are to coordinate and communicate with Municipality, through the Municipal Contract Administrator, and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein

1.9. **Electronic Waste** means end-of-life or unwanted electronic devices that are disposed of by Residents, including, but not limited to, computers, monitors, televisions, printers, fax machines, and copiers.

1.10. **Household Hazardous Waste** means the following as disposed of by Residents: paints; Used Oil; automotive, marine, or other lead acid batteries; and tires. Notwithstanding the foregoing, the Parties hereby agree that the definition of Household Hazardous Waste shall be consistent with the definition for that term in County’s agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time.

1.11. **Municipal Contract Administrator** means the individual designated by Municipality in writing to coordinate and communicate with County, through County’s Contract Administrator, and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein.

1.12. **Prohibited Waste** includes the following: (a) putrescible waste; (b) any air contaminant waste, including without limitation, dust, fumes, mist, smoke, other particulate matter, vapor, gas, odorous substances, or any combination thereof; (c) any commercial solid waste, including without limitation, trash or other discarded items resulting from the activities of commercial or industrial establishments; (d) any excessive form of matter or debris resulting from land clearing, land development, or major building demolition debris; (e) any “Biomedical Waste” as defined in Section 27-214 of the Code and in Section 403.703, Florida Statutes, as either may be amended; (f) any “Garbage” as defined in Section 27-214 of the Code, including without limitation, kitchen and table food waste, as may be amended; (g) automobiles, boats, or internal combustion engines; (h) any other waste, debris, substance, constituent, object, or material that is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”) pursuant to the Broward County Charter, Chapter 27 of the Code, Chapter 403, Florida Statutes, Fla. Admin. Code Chapter 62-730, the Clean Water Act, 33 U.S.C. § 1321, et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq., Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, any rule or regulation promulgated pursuant to the foregoing authorities, or is otherwise determined to be Hazardous or prohibited by state or federal law, as any of the aforementioned may be amended, or is determined to be Hazardous at any time by the United States Environmental Protection Agency; (i) anything classified as “universal waste” pursuant to 40 C.F.R. Part 273, as may be amended, with the exception of commercially available batteries disposed of by Residents; or (j) any waste, debris, substance, constituent, object, or material that otherwise poses a threat to public health or safety. Notwithstanding the foregoing, the Parties hereby agree that the definition of Prohibited Waste shall be consistent with the definition for that term in County’s agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time. Prohibited Waste does not include Household Hazardous Waste.

1.13. **Recycled Paint Program** means a County operated service, under the Household Hazardous Waste and Electronics Program, in which multiple colors of latex paint that have been collected are blended, recycled into new colors, and provided to Municipality to dispense to Residents free of charge.

1.14. **Remote Collection Events** mean events periodically scheduled and hosted in cooperation with County to provide Residents with opportunities to dispose of Household Hazardous Waste and Electronic Waste.

1.15. **Resident** means any individual whose primary place of residence is located within Municipality. The term does not include commercial enterprises, businesses, or corporations whether for profit or not-for-profit.

1.16. **Residential Drop-Off Center or RDOC** means the permanent facilities identified by County for the purpose of receipt and processing of RDOC-Acceptable Waste. County may amend which

RDOC are available to Municipality or Residents at any time by written notice provided by County's Contract Administrator.

1.17. **RDOC-Acceptable Waste** means the following types of solid waste, all of which must have been generated at a Resident's dwelling and transported to an RDOC by Residents and also be of the type and consistency to be lawfully accepted at any RDOC under Applicable Law and permits: (a) non-putrescible waste consisting of non-combustible materials in a solid or semi-solid state; (b) large household appliances including, without limitation, drying machines, microwave ovens, ranges, refrigerators, stoves, washing machines, water heaters, and other similar domestic appliances, and household furniture (i.e., white goods); (c) Yard Waste; (d) wooden items including fencing or lumber; and (e) Bulk Trash. Notwithstanding the foregoing, the Parties hereby agree that the definition of RDOC-Acceptable Waste shall be consistent with the definition for that term in County's agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time. RDOC-Acceptable Waste does not include any Prohibited Waste.

1.18. **Services** means the County-provided optional service programs selected by Municipality in Article 3 of this Agreement, including, but not limited to, all obligations, responsibilities, labor, equipment, and materials needed from both Parties to implement such programs, whether described in this Agreement or any exhibit attached hereto.

1.19. **Used Oil** means oil generated at a Resident's dwelling that has been refined from crude oil or synthetic oil and, because of use, storage, or handling, has become unsuitable for its original purpose due to the presence of impurities or loss properties, but that may be suitable for further economically recyclable purposes. Notwithstanding the foregoing, the Parties hereby agree that the definition of Used Oil shall be consistent with the definition for that term in County's agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time.

1.20. **Yard Waste** means vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils. Notwithstanding the foregoing, the Parties hereby agree that the definition of Yard Waste shall be the same as the definition for "Yard Trash" in Section 403.703, Florida Statutes, as may be amended.

ARTICLE 2. EXHIBITS

Exhibit A	"Keep Broward Beautiful" Program
Exhibit B	Household Hazardous Waste and Electronics Program
Exhibit C	Bulk Trash and Yard Waste Drop-Off Program
Exhibit D	Annual Costs of County Programs

ARTICLE 3. SCOPE OF SERVICES

3.1. Municipality commits to participating in the following Services, indicated by checking “Yes” below:

(a) **“Keep Broward Beautiful” Program**, as defined in Exhibit A:

- Yes
- No

(b) **Household Hazardous Waste and Electronics Program**, as defined in Exhibit B:

- Yes
- No

(c) **Bulk Trash and Yard Waste Drop-Off Program**, as defined in Exhibit C:

- Yes
- No

3.2. Prior to March 1 of any year, either the Municipal Contract Administrator or County’s Contract Administrator may add or delete, with or without cause, the Services selected by Municipality as referenced in Section 3.1 above for the following Fiscal Year. All such additions or deletions must be in writing in accordance with the “Notices” section of this Agreement.

3.3. The Parties shall perform all work identified in this Agreement and, as applicable, the Services described in Exhibits A, B, and C (“Scope of Services”). The Parties agree that the Scope of Services is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by both Municipality and County impractical, illogical, or unconscionable. Municipality further commits that it shall not dispose of, direct or cause the disposal of, or facilitate disposal by any Resident of Prohibit Waste at any Residential Drop-Off Center or at Remote Collection Events.

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

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through September 30, 2026 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Extension Term(s) as defined in this article are collectively referred to as the “Term.”

4.2. Extensions. Upon expiration of the Initial Term, the Term shall be extended automatically for three (3) additional one (1) year terms (each an “Extension Term”), unless either Party

provides written notice to the other Party in accordance with the “Notices” section of this Agreement at least one hundred eighty (180) days prior to the end of the then current Term.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.4. Time of the Essence. Time is of the essence for Municipality’s performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. PAYMENT

5.1. County shall invoice Municipality quarterly for the Services. Municipality shall pay to County the entire amount due on the invoice within thirty (30) days of the invoice date. During Fiscal Year 2024, the quarterly payment owed by Municipality shall be as shown on Exhibit D, Annual Costs of County Programs, attached hereto and incorporated herein.

5.2. County shall prorate the amount included in the first quarterly invoice to Municipality based on the Effective Date.

5.3. After the first invoice, County may, in its sole discretion, increase the quarterly amount owed by Municipality by an amount based on the actual cost of Services annually during the Term (“Annual Escalation”). The Annual Escalation shall be determined by County’s Contract Administrator based on increases in direct and indirect costs to County to perform the Scope of Services.

5.4. Municipality shall remit all payments to County to:

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

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Municipality represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Municipality, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Municipality has with any third party or violates Applicable Law. Municipality further represents and warrants that execution of this Agreement is within Municipality’s legal powers, and each individual executing this Agreement on behalf of Municipality is duly authorized by all necessary and appropriate action to do so on behalf of Municipality and does so with full legal authority.

6.2. Nondiscrimination. The Parties shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation,

pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with all contractors assisting Municipality in providing the Services, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the non-breaching Party deems appropriate. Furthermore, the Parties shall not unlawfully discriminate against any person in their respective operations and activities or in their use or expenditure of funds in fulfilling their respective obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½ of the Code. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (“ADA”) in the course of fulfilling their obligations under this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to prevent discrimination in employment against disabled persons.

6.3. Public Entity Crime Act. Municipality represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Municipality further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Municipality has been placed on the convicted vendor list.

6.4. Claims Against Municipality. Municipality represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Municipality, threatened against or affecting Municipality, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Municipality to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Municipality or on the ability of Municipality to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.5. Breach of Representations. Municipality acknowledges that County is materially relying on the representations, warranties, and certifications of Municipality stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred, and (b) termination of this Agreement without any further liability to Municipality.

ARTICLE 7. SOVEREIGN IMMUNITY AND INDEMNIFICATION

7.1. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement.

7.2. Third-Party Beneficiaries. The Parties acknowledge 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.

7.3. Indemnification. Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Municipality, or any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). Claims shall include, but not be limited to: (a) alleged, threatened, or actual presence or release of Prohibited Waste on, above, or under any County-owned property or lands where Remote Collection Events were held; (b) any past, present, or threatened injury to, destruction of, or loss of natural resources in connection with the Services; and (c) any past, present, or threatened noncompliance of Applicable Law, including any environmental laws. If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

7.4. Contractors. If Municipality contracts with a third party ("Contractor") to provide any of the Services, any contract with such Contractor must include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County ("County"), and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this agreement, and caused or alleged to be caused, in whole or in part, by any breach of this agreement by Contractor, or by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this agreement.

7.5. Defenses. Notwithstanding anything in this article to the contrary, nothing in this article limits the defenses available to Municipality (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the obligations of Section 7.3, above.

7.6. Survival. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE

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

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

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

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

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

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by the County Administrator for reasons including, but not limited to, any of the following:

9.1.1. Municipality's failure to suitably or continuously perform Services in a manner calculated to meet or accomplish the objectives in this Agreement; or

9.1.2. Municipality's failure (whether negligent or intentional) to submit payment to County for Services.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Municipality. Municipality acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Municipality of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Municipality's failure to comply with any term(s) of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Contract Administrator Authority. County's Contract Administrator and Municipal Contract Administrator are authorized to coordinate and communicate to manage and supervise the performance of this Agreement. Municipality acknowledges that County's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, County's Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. County's Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

10.2. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Municipality is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Municipality shall:

10.2.1. Keep and maintain public records required by County to perform the Services;

10.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

10.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

10.2.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Municipality or keep and maintain public records required by County to perform the services. If Municipality transfers the records to County, Municipality shall destroy any duplicate public records that are exempt or confidential and exempt. If Municipality keeps and maintains the public records, Municipality shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Municipality receives a request for public records regarding this Agreement or the Services, Municipality must immediately notify County's Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Municipality must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Municipality contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Municipality asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Municipality must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Municipality must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Municipality as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Municipality, or the claimed exemption is waived. Any failure by Municipality to strictly comply with the requirements of this section shall constitute Municipality's waiver of County's obligation to treat the records as Restricted Material. Municipality must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-474-1849, EKNIGHT@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 400-B, PLANTATION, FL 33324.

10.3. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

10.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County
Solid Waste and Recycling Services
Attn: Notosha Austin
1 N University Drive Suite 400-B
Plantation FL 33324
Email address: naustin@broward.org

FOR MUNICIPALITY:

Email address: _____

With a copy to:

Email address: _____

10.5. Assignment. Except for subcontracting approved by County in writing, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or

encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

10.6. Conflicts. Neither Municipality nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Municipality's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Municipality's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Municipality is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Municipality or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Municipality is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Municipality shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Municipality.

10.7. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.8. Compliance with Laws. Municipality and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

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

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

10.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.12. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. 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 such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.14. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Municipality.

10.15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.17. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each

of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.18. Use of County Name or Logo. Municipality shall not use County's name or logo in marketing or publicity materials without prior written consent from County's Contract Administrator.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the **21st** day of **August, 2024**, and Municipality, signing by and through its Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Oren Rosenthal (Date)
Senior Assistant County Attorney

MH/tb
SWRS Optional Services - Shell ILA_CAO[mh][or][am]approved 5-10-24
05/10/2024
#CAO!1105813.1

**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY AND CITY OF MARGATE FOR OPTIONAL SERVICES FOR
“KEEP BROWARD BEAUTIFUL,”
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS, AND
BULK TRASH AND YARD WASTE
DROP-OFF PROGRAMS**

CITY OF MARGATE

Tommy Ruzzano, Mayor

____ day of _____, 2024

Cale Curtis, City Manager

____ day of _____, 2024

Jennifer Johnson, City Clerk

____ day of _____, 2024

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

David Tolces, City Attorney

____ day of _____, 2024

EXHIBIT A
“KEEP BROWARD BEAUTIFUL” PROGRAM

I. Program Description

The “Keep Broward Beautiful” Program includes various smaller programs that aid with litter prevention, beautification, and clean-up efforts in the unincorporated areas and within municipalities that participate pursuant to this Agreement.

II. Scope of Services

A. County is responsible for the following:

1. Contact interested volunteer groups and provide such groups with information on “Keep Broward Beautiful” programs, including, without limitation, Adopt-a-Street, Community Clean Up, beach sweeps, etc.
2. Provide Adopt-a-Street support services, including but not limited to: obtaining group and street approval from Municipality; obtaining letters of agreement from interested groups as identified by County’s Contract Administrator; providing signage that recognizes Municipality and any interested group(s) that participate; conducting safety meetings; monitoring group events; and releasing non-performing groups.
3. Provide Adopt-a-Street supplies including signs, gloves, safety vests, first-aid kits, and roadside caution signage.
4. Coordinate “Keep Broward Beautiful”-related litter prevention activities, such as beautification efforts during the Great American Cleanup, support America Recycles Day initiatives, conduct clean up events, and perform an annual Litter Index review, subject to County’s discretion and the availability of resources.
5. Maintain event data within Municipality.
6. Supply Municipality with event reports on a quarterly basis.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Designate a coordinator who will be responsible for: distributing information on “Keep Broward Beautiful” programs including, without limitation, forwarding information regarding interested volunteer groups, approving streets for adoption, supplying municipal logo(s) for artwork on signs and manuals, attending meetings as scheduled, assisting with municipal event permitting, and coordinating sign installation and maintenance.
3. Approve participating volunteer groups such as homeowners' associations, schools, businesses, and other local civic groups.
4. Remove and dispose of trash and trash bags when necessary.

EXHIBIT B
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS PROGRAM

I. Program Description

The Household Hazardous Waste and Electronics Program provides disposal services and electronics processing services at County's Residential Drop-Off Centers and at Remote Collection Events.

II. Scope of Services

A. County is responsible for the following:

1. Maintain and staff each Residential Drop-Off Center designated by County's Contract Administrator for Residents' disposal of Household Hazardous Waste and Electronic Waste, including electronics processing, with each Residential Drop-Off Center open to Residents at least one (1) day per week except for Independence Day and Christmas Day.
2. Conduct Remote Collection Events upon request with reasonable notice from Municipality. Notwithstanding the foregoing, Remote Collection Events shall only be available to Municipality if a Residential Drop-Off Center is not located within its municipal jurisdiction.
3. Determine the Remote Collection Event dates and locations based on multiple criteria, including, without limitation, municipal boundaries, historical event data, competing obligations, and availability of operational resources.
4. Obtain cost-effective contract disposal and recycling services through competitive procurements for materials accepted at permanent service locations and Remote Collection Events.
5. Provide regulatory oversight and compliance for each Residential Drop-Off Center and for Remote Collection Events.
6. Provide outreach and promotional activities.
7. Administer the Recycled Paint Program.
8. Provide small businesses located within Municipality with the opportunity to use the Household Hazardous Waste and Electronics Program contract pricing.
9. Collect and maintain data on Resident usage and waste disposal.
10. Provide reports to Municipality on program activities, Resident usage, and associated costs upon request and with reasonable notice from Municipality.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Provide a liaison for outreach and promotional activities, the Remote Collection Events, and the Recycled Paint Program, as applicable.

3. Conduct municipal-based outreach and promotion for Household Hazardous Waste and Electronics Program services and events, such as inclusion in municipal newsletters and utility bills and promotion on municipal websites.
4. Provide a municipal-based distribution outlet for recycled paint (if Municipality chooses to participate in the Recycled Paint Program).
5. Provide a liaison, location and staff for any Remote Collection Event requested by Municipality, including sufficient staff for traffic control, customer surveys, restrooms, and incident follow-up. Municipality shall be host to no more than one (1) Remote Collection Event annually unless sufficient resources are available to County.
6. Abide by any applicable County code of conduct made available online, at any RDOC or Remote Collection Event, or otherwise provided by County.

EXHIBIT C
BULK TRASH AND YARD WASTE DROP-OFF PROGRAM

I. Program Description

The Bulk Trash and Yard Waste Drop-Off Program enables Residents to dispose of RDOC-Acceptable Waste at County's Residential Drop-Off Centers.

II. Scope of Services

A. County is responsible for the following:

1. Administer and operate RDOC-Acceptable Waste drop-off services for Residents.
2. Maintain and staff each Residential Drop-Off Center designated by County's Contract Administrator, with each location open to Residents at least one (1) day per week except for Independence Day and Christmas Day.
3. Collect and maintain data on Resident usage and waste disposal.
4. Provide reports to Municipality on program activities, Resident usage, and associated costs upon request and with reasonable notice from Municipality.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Provide a liaison for program-related assistance, and local outreach and promotional activities.
3. Conduct municipal-based outreach and promotion for Bulk Trash and Yard Waste Drop-Off Program services and events, such as inclusion in municipal newsletters and utility bills and promotion on municipal websites.
4. Abide by any applicable County code of conduct made available online, at any RDOC, or otherwise provided by County.
5. Abide by any applicable County rules and regulations related to vehicles, or vehicle specifications, including, without limitation, the following:
 - a. Cargo volume shall be limited to maximum 300 cubic feet;
 - b. Pickup trucks shall not be larger than full-size (i.e., 1 ton);
 - c. Truck beds shall not be longer than eight feet (8');
 - d. Truck beds shall not be wider than six feet (6');
 - e. Commercial vehicles and all modified truck beds shall be prohibited;
 - f. Open trailers shall not be longer than eight feet (8');
 - g. Enclosed trailers shall not be longer than eight feet (8').

EXHIBIT D
ANNUAL COSTS OF COUNTY PROGRAMS

Broward County, FL - Public Works

Solid Waste and Recycling Services

ANNUAL COSTS OF COUNTY PROGRAMS - FY 2025

Municipality	2020 Census Population*	Household Hazardous Waste Program	Bulk Waste Drop-off Program	Keep Broward Beautiful Program
		@ \$2.69 /capita	@ \$1.67 /capita	@ \$0.41 /capita
Coconut Creek	57,833	\$ 155,571	\$ 96,581	\$ 23,712
Cooper City	34,401	\$ 92,539	\$ 57,450	\$ 14,104
Coral Springs	134,394	\$ 361,520	\$ 224,438	\$ 55,102
Dania Beach	31,723	\$ 85,335	\$ 52,977	\$ 13,006
Davie	105,691	\$ 284,309	\$ 176,504	\$ 43,333
Deerfield Beach	86,859	\$ 233,651	\$ 145,055	\$ 35,612
Ft. Lauderdale	182,760	\$ 491,624	\$ 305,209	\$ 74,932
Hallandale Beach	41,217	\$ 110,874	\$ 68,832	\$ 16,899
Hillsboro Beach	1,987	\$ 5,345	\$ 3,318	\$ 815
Hollywood	153,067	\$ 411,750	\$ 255,622	\$ 62,757
Lauderdale by the Sea	6,198	\$ 16,673	\$ 10,351	\$ 2,541
Lauderdale Lakes	35,954	\$ 96,716	\$ 60,043	\$ 14,741
Lauderhill	74,482	\$ 200,357	\$ 124,385	\$ 30,538
Lazy Lake Village	33	\$ 89	\$ 55	\$ 14
Lighthouse Point	10,486	\$ 28,207	\$ 17,512	\$ 4,299
Margate	58,712	\$ 157,935	\$ 98,049	\$ 24,072
Miramar	134,721	\$ 362,399	\$ 224,984	\$ 55,236
Municipal Services District	15,345	\$ 41,278	\$ 25,626	\$ 6,291
North Lauderdale	44,794	\$ 120,496	\$ 74,806	\$ 18,366
Oakland Park	44,229	\$ 118,976	\$ 73,862	\$ 18,134
Parkland	34,670	\$ 93,262	\$ 57,899	\$ 14,215
Pembroke Park	6,260	\$ 16,839	\$ 10,454	\$ 2,567
Pembroke Pines	171,178	\$ 460,469	\$ 285,867	\$ 70,183
Plantation	91,750	\$ 246,808	\$ 153,223	\$ 37,618
Pompano Beach	112,046	\$ 301,404	\$ 187,117	\$ 45,939
Sea Ranch Lakes	540	\$ 1,453	\$ 902	\$ 221
Southwest Ranches	7,607	\$ 20,463	\$ 12,704	\$ 3,119
Sunrise	97,335	\$ 261,831	\$ 162,549	\$ 39,907
Tamarac	71,897	\$ 193,403	\$ 120,068	\$ 29,478
West Park	15,130	\$ 40,700	\$ 25,267	\$ 6,203
Weston	68,107	\$ 183,208	\$ 113,739	\$ 27,924
Wilton Manors	11,426	\$ 30,736	\$ 19,081	\$ 4,685

* Population figures are from the U.S. Census Bureau
(<https://www.census.gov/quickfacts/fact/table/browardcountyflorida,US/PST045219>).