INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY/TOWN OF _____

for

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

This is an Interlocal Agreement ("Agreement"), dated _____, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY";

and

CITY/TOWN OF _____, established under the laws of the State of Florida, hereinafter each referred to as "CITY."

WHEREAS, COUNTY's Keep Broward Beautiful Program provides assistance with various litter prevention, educational, and clean-up efforts; and

WHEREAS, COUNTY's Household Hazardous Waste Program provides disposal services, and electronics recycling, at permanent collection sites and at remote collection events; and

WHEREAS, COUNTY's Bulk Trash and Yard Waste Drop-Off Program provides service to residential customers at permanent drop-off locations; and

WHEREAS, COUNTY is offering CITY the option to participate in any or all of these programs under the terms and conditions set forth in this Agreement; 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 and covenants hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

1.1 Adopt-a-Street - A collaboration between Broward County, participating cities and volunteer groups, in which residents volunteer to remove litter from an adopted street in their city four times per year for two years.

1.2 Agreement – Means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.3 Board – The Broward County Board of County Commissioners.

1.4 Bulk Trash – Large items such as sofas, chairs, mattresses, appliances and carpeting, including "white goods" as defined under Section 403.703, Florida Statutes, as well as woody waste such as fencing and lumber.

1.5 City Contract Administrator - _____. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of 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 City Contract Administrator.

1.6 County Contract Administrator - The Director of Broward County Solid Waste and Recycling Services. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of 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.

1.7 County Administrator – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.8 County Attorney – The chief legal counsel for Broward County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.9 Electronic Waste or "E-Waste" - End-of-life electronic devices such as computers, computer monitors, televisions, printers, fax machines and copiers.

1.10 Household Hazardous Waste - Wastes defined as hazardous in Chapter 62-730 of the Florida Administrative Code (FAC) and designated as acceptable materials as part of COUNTY's Household Hazardous Waste Program.

1.11 Keep Broward Beautiful - A set of programs that focuses on the organization, education, and coordination of volunteers for the removal of litter, including Adopt-a-Street, waterway cleanups, beach sweeps, and municipal events.

1.12 Prior Contract Community – A municipal corporation existing under the laws of the State of Florida located within Broward County that entered into that certain agreement entitled "An Interlocal Agreement with Broward County for Solid Waste Disposal Services," dated for convenience November 25, 1986, as amended, and which terminates on July 2, 2013. The unincorporated area of Broward County shall be treated in all respects as a Prior Contract Community under the terms and conditions of this Agreement.

1.13 Recycled Paint Program - A program in which multiple colors of latex paint that have been collected for disposal are blended, recycled into new colors, and provided to the municipality to dispense to their residents free of charge.

1.14 Remote Collection Events - Periodic events hosted by municipalities within Broward County in cooperation with COUNTY staff, for the purpose of providing residents with opportunities to properly dispose of their household hazardous waste and unwanted electronics.

1.15 Unincorporated County - The geographical areas of Broward County that are not within the boundaries of any municipal corporation.

1.16 Yard Waste – Vegetative waste defined as "yard trash" under Section 403.703, Florida Statutes.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

2.1 The term of this Agreement shall begin on the date it is fully and timely executed by both parties ("Effective Date") and shall end on September 30, 2018, subject to early termination as provided in Article 7; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

2.2 If CITY is a Prior Contract Community, then the commencement date of responsibilities and obligations under this Agreement shall be on July 3, 2013. If CITY is not a Prior Contract Community, then the commencement date of responsibilities and obligations under this Agreement shall be October 1, 2013.

2.3 If City wishes to exercise the invitation by County to enter into this Agreement, City must accept the County's offer by approving this agreement, without amendment, and returning to County a fully executed, valid and binding Agreement no later than February 28, 2013. County's offer to enter into this Agreement with any City is withdrawn as of March 1, 2013.

ARTICLE 3
SCOPE OF SERVICES

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

- ☐ KEEP BROWARD BEAUTIFUL PROGRAM, as described in Exhibit "A" attached hereto and made a part hereof.

- ☐ HOUSEHOLD HAZARDOUS WASTE PROGRAM, as described in Exhibit "B" attached hereto and made a part hereof.

- ☐ BULK TRASH AND YARD WASTE DROP-OFF PROGRAM, as described in Exhibit "C" attached hereto and made a part hereof.

3.2 The addition or deletion of options referenced in Section 3.1 above may be unilaterally modified by either party, with or without cause, prior to March 1 of any year with regard to the following fiscal year.

3.3 The parties shall perform all work identified in this Agreement and Exhibit "A," if applicable, and Exhibit "B," if applicable, and Exhibit "C," if applicable. The parties agree that the scope of services is a description of CITY's and COUNTY's 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 CITY and COUNTY impractical, illogical, or unconscionable.

3.4 CITY acknowledges and agrees that the COUNTY Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 4
PAYMENT

4.1 COUNTY shall invoice CITY quarterly and payment shall be due within thirty (30) days. The quarterly payment shall be as shown In Exhibit "D," attached hereto and made a part hereof, during fiscal years beginning October 1, 2013, and shall be escalated by an amount not to exceed three percent (3%) annually during the term of this Agreement. The annual escalation amount shall be determined by COUNTY based on its increase in costs of operations, if any, to provide services to CITY. No payment shall be required for the period from July 3, 2013 to September 30, 2013; provided, however, that if CITY is not a Prior Contract Community, then it shall receive no services from COUNTY during this period.

4.2 All payments to COUNTY shall be made at:

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

ARTICLE 5
GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party 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. Both parties 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 its respective agents or employees to the extent permitted by law.

ARTICLE 6
INSURANCE

Both parties are entities subject to Section 768.28, Florida Statutes, and both parties shall furnish the Contract Administrator of the other party with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement may be terminated for cause at any time by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may be terminated for convenience effective the start of any fiscal year, which is October 1, by either party provided that the notice to terminate is received by

March 1 of the existing fiscal year. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, a party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to timely pay for services, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

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

ARTICLE 8
EEO COMPLIANCE

Both 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 the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. Both 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 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 non-breaching party deems appropriate.

Both 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. Both 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, both parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, both parties represent that they have 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 other party to terminate this Agreement.

ARTICLE 9
MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

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

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. CITY 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. CITY 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.

9.3 INDEPENDENT CONTRACTOR

CITY and COUNTY are independent contractors under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of that party. In providing such Services, each party, its respective officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of the other party. No partnership, joint venture, or other

joint relationship is created hereby. Neither party extends to the other party or its respective agents any authority of any kind to bind it in any respect whatsoever.

9.4 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.5 NOTICES

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

FOR COUNTY:

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

With a copy to:

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

FOR CITY:

_____
_____
_____

9.6 ASSIGNMENT AND PERFORMANCE

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

9.7 CONFLICTS

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

Neither party nor its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other party in any legal or administrative proceeding 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.

9.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and CTY 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.

CITY'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.

9.9 COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

9.10 SEVERANCE

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 CITY 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.

9.11 JOINT PREPARATION

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.

9.12 PRIORITY OF PROVISIONS

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

9.13 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, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 AMENDMENTS

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

9.15 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence,

conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.16 PAYABLE INTEREST

9.16.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY nor CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof each party 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.

9.16.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.16.1 are determined to be invalid or unenforceable, the annual rate of interest payable by either party under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

9.18 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.

9.19 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by BOARD action on the _____ day of _____, 20___, and each CITY signing by and through officers duly authorized to execute same.

COUNTY

ATTEST:

_____
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
Mayor

____ day of _____, 20___

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

Insurance requirements
approved by Broward County
Risk Management Division

By _____
(Date)

_____
Print Name and Title above

By_____
Noel M. Pfeffer (Date)
Deputy County Attorney

NMP:slw
11/28/12
NMP-document5
12-083

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY/TOWN OF _____ FOR OPTIONAL SERVICES FOR KEEP BROWARD BEAUTIFUL, HOUSEHOLD HAZARDOUS WASTE, AND BULK TRASH AND YARD WASTE DROP-OFF.

CITY

ATTEST:

_____ By:_____

City Clerk , Mayor

Dated: _____ day of _____, 20___

APPROVED AS TO LEGAL FORM:

_____

, City Attorney

Dated:_____

EXHIBIT "A"
Keep Broward Beautiful Program

County Responsibilities

- Contact interested groups and provide information on Keep Broward Beautiful ("KBB") programs.
- Provide Adopt-a-Street ("AAS") support services, including but not limited to, obtaining group and street approval from the appropriate municipality; obtaining letters of agreement from interested groups; providing signage that recognizes municipality and group; conducting safety meetings; monitoring group events; and releasing non-performing groups.
- Provide AAS materials: signs, gloves, safety vests, first-aid kits, and road barricades.
- Coordinate annual Great American Clean-up campaign, including providing bags, gloves and other materials.
- Coordinate KBB-related litter prevention events, such as America Recycles Day activities, Municipal Event Community Outreach, and annual Litter Index review, subject to the availability of resources.
- Conduct educational sessions at schools, subject to the availability of resources.
- Oversee on-site clean-up efforts at schools, subject to the availability of resources.
- Create annual AAS newsletter and Great American Clean-up summary.
- Maintain event statistics for groups within each city and countywide.
- Supply city with quarterly events reports.

City Responsibilities

- Provide timely payments to County.
- Designate a city coordinator who will be responsible for distributing information on KBB programs; forwarding information on interested groups; approving streets for adoption; supplying city logo for artwork on signs and manuals; attending tri-annual meetings; assisting with city event permits; and coordinating sign installation and maintenance.
- Approve participating groups such as homeowners' associations, schools, businesses, local residents groups, and other civic groups.
- Remove and dispose of trash bags when necessary.

EXHIBIT "B"
Household Hazardous Waste Program

County Responsibilities

- Maintain and staff three permanent service locations for residential drop-off of Household Hazardous Waste (HHW), including electronics recycling, with each location open at least one day per week.
- Conduct a minimum of twelve Remote Collection Events annually, within cites not containing the permanent sites.
- Obtain cost-effective contract disposal and recycling services through competitive procurements for materials accepted at permanent service locations and Remote Collection Events.
- Provide regulatory oversight and compliance for permanent service locations and Remote Collection Events.
- Provide outreach and promotional activities including regional advertising and signage.
- Administer the “Paint it Broward” recycled paint program, which converts latex paint collected through the County’s HHW Program into a high-quality exterior latex paint, and distributes it at no charge to participating municipalities for use by their residents.
- Provide small businesses located within City with the opportunity to use the HHW Program contracts.
- Collect and maintain data on resident usage and waste disposal.
- Provide quarterly reports to City on program activities, citizen usage and associated costs.

City Responsibilities

- Provide timely payments to County.
- Provide a city liaison for outreach and promotional activities, Remote Collection Events and the “Paint it Broward” recycled paint program (where applicable).
- Conduct municipal-based outreach and promotion for HHW services and events, such as inclusion in municipal newsletters and promotion on municipal website.
- Provide a municipal-based distribution outlet for recycled paint (if city chooses to participate in the Paint it Broward program).
- Provide a location and staff for HHW Remote Collection Events, if requested by the City, and sufficient staff at that event for traffic control, customer surveys, and incident follow-up.

EXHIBIT "C"
Bulk Trash and Yard Waste Drop-Off Program

County Responsibilities

- Administer and operate bulk trash, yard debris and scrap metal drop-off services for participating cities.
- Maintain and staff three permanent service locations for residential yard waste and bulk trash drop-off, open a minimum of one day per week to all residents of the City.
- Provide outreach and promotional activities, including regional advertising and signage.
- Collect and maintain data on resident usage and waste disposal.
- Provide quarterly reports on program activities, usage and associated costs.

City Responsibilities

- Provide timely payments to County.
- Provide a city liaison for program-related assistance, and local outreach and promotional activities.
- Conduct municipal-based outreach and promotion for these services.

EXHIBIT D
FY 2014 ANNUAL COST OF COUNTY PROGRAMS, BY MUNICIPALITY

Contract Community	2010 Census Population*	Household Hazardous Waste Program	Residential Drop-off Program	Keep Broward Beautiful Program
		@ $2.06 per capita	@ $0.52 per capita	@ $0.24 per capita
Coconut Creek	52,909	$108,993	$27,513	$12,698
Cooper City	28,547	58,807	14,844	6,851
Coral Springs	121,096	249,458	62,970	29,063
Dania Beach	29,639	61,056	15,412	7,113
Davie	91,992	189,504	47,836	22,078
Deerfield Beach	75,018	154,537	39,009	18,004
Ft. Lauderdale	165,521	340,973	86,071	39,725
Hallandale Beach	37,113	76,453	19,299	8,907
Hillsboro Beach	1,875	3,863	975	450
Hollywood	140,768	289,982	73,199	33,784
Lauderdale-by-the-Sea	6,056	12,475	3,149	1,453
Lauderdale Lakes	32,593	67,142	16,948	7,822
Lauderhill	66,887	137,787	34,781	16,053
Lazy Lake Village	24	49	12	6
Lighthouse Point	10,344	21,309	5,379	2,483
Margate	53,284	109,765	27,708	12,788
Miramar	122,041	251,404	63,461	29,290
North Lauderdale	41,023	84,507	21,332	9,846
Oakland Park	41,363	85,208	21,509	9,927
Parkland	23,962	49,362	12,460	5,751
Pembroke Park	6,102	12,570	3,173	1,464
Pembroke Pines	154,750	318,785	80,470	37,140
Plantation	84,955	175,007	44,177	20,389
Pompano Beach	99,845	205,681	51,919	23,963
Sea Ranch Lakes	670	1,380	348	161
Southwest Ranches	7,345	15,131	3,819	1,763
Sunrise	84,439	173,944	43,908	20,265
Tamarac	60,427	124,480	31,422	14,502
West Park	14,156	29,161	7,361	3,397
Weston	65,333	134,586	33,973	15,680
Wilton Manors	11,632	23,962	6,049	2,792
Unincorporated	16,357	33,695	8,506	3,926
Total	**1,748,066**	**$3,601,016**	**$908,992**	**$419,534**

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