

Independent Counsel Procedures

The following Independent Counsel Procedures are established pursuant to Section 6.10.2 of the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida.

As demonstrated by the signatures below, said Independent Counsel Procedures have been: (i) developed, and approved as to legal form, by each SWWG Co-Counsel; and, subsequently, (ii) submitted to, and approved unanimously by, the Executive Committee.

1. Qualifications of Independent Counsel.

- A. Independent Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing with the Florida Bar, shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct, and shall have at least ten years' experience practicing law.
- B. Independent Counsel (and, if Independent Counsel is associated with a law firm, all attorneys associated with that law firm) may not at the time of appointment, or at any time during the two-year period prior to appointment, or at any time while serving as Independent Counsel:
 - i. Serve as counsel for any Party or for any elected official of a Party, any Party's manager or administrator, or any Party's chief legal counsel;
 - ii. Lobby a Party or any elected official of a Party, any Party's manager or administrator, or any Party's chief legal counsel;
 - iii. Have any partner, associate, or member who is a relative (as defined in Section 112.3135(1)(d), Florida Statutes), of any elected official of a Party, of any Party's manager or administrator, or of any Party's chief legal counsel; or
 - iv. Have a contractual relationship with any Party or with any elected official of a Party, any Party's manager or administrator, or any Party's chief legal counsel.

2. Appointment of Independent Counsel at the Behest of a Party or Parties.

A. Issues for which Independent Counsel may be requested. Consistent with these procedures, any Party or Parties shall have the right to require the Authority to retain Independent Counsel to render an opinion on any of the following matters where Parties have conflicting interests, namely: (i) when a Party (or Parties) believe(s) their elected body's, Governing Board member's, or Executive Committee member's vote is required for the Authority to take a specific action; (ii) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (iii) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (iv) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the

Master Plan that requires a Party's (or Parties') Governing Board member's or Executive Committee member's consent pursuant to Section 7.1.3; or (v) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party's (or Parties') elected body's approval pursuant to Section 16.1.5.

B. Procedure for Appointment of Independent Counsel at the Behest of a Party or Parties.

i. A Party or Parties may direct the Authority to retain Independent Counsel by, within fifteen (15) calendar days after the Authority takes an action that implicates one of the issues set forth in Section 2(A) above where Authority Counsel rendered an opinion such Party or Parties believe(s) is contrary to their position, written notice is provided by the Party or Parties to the Authority, with copy to Authority Counsel, challenging the action of the Authority, and providing a written opinion by that Party's or Parties' counsel that the Authority Counsel's opinion is incorrect ("Challenge Notice").

ii. Upon receipt of the Challenge Notice, the Authority, through the Executive Director, shall retain Independent Counsel to render an opinion on the issue or issues identified in the Challenge Notice, and shall provide written notice to the challenging Party(ies) of the Independent Counsel retained. The challenging Party(ies), other Parties, and the Authority may each submit their legal positions to Independent Counsel. Where Independent Counsel's opinion supports the position taken in the Challenge Notice, in material part, the body of the Authority that took the action (i.e., the Governing Board, Executive Committee, or Executive Director) shall promptly reconsider the issue and take required action consistent with Independent Counsel's opinion. The opinion rendered by Independent Counsel shall be deemed the operative legal opinion on the matter at issue and shall be given full weight and consideration by the Authority in its reconsideration, amendment, or revote regarding the action(s) or matter(s) that are the subject of the opinion.


C. Compensation of Independent Counsel. If Independent Counsel renders an opinion that supports the original opinion by Authority Counsel and the action taken by the Authority thereon in all material respects, the Party or Parties that issued the Challenge Notice must reimburse the Authority for the Independent Counsel's attorneys' fees and costs. If the Independent Counsel's opinion supports, in material part, the position taken by the applicable Party(ies) in the Challenge Notice, the Authority shall be responsible for payment of the Independent Counsel's attorneys' fees and costs.

3. Appointment of Independent Counsel upon request of Authority Counsel. The Executive Committee may appoint, at the Authority's cost, Independent Counsel to render an opinion regarding any issue upon request by Authority Counsel.
4. Appointment of Independent Counsel upon determination of Executive Committee. The Executive Committee may appoint, at the Authority's cost, Independent Counsel to render

an opinion regarding any significant matter that the Executive Committee determines involves substantially conflicting interests among two or more Parties.

5. Nothing in these Special Counsel Procedures shall prohibit any Party from invoking the dispute resolution procedures in Article 17 of the Interlocal Agreement, including the filing of litigation as otherwise permissible under applicable law to challenge any action of the Authority such Party believes is a breach of the Interlocal Agreement.

SWWG Co-Counsel:



Jamie Alan Cole, Esq. with Weiss Serota
Hellman Cole + Bierman, PL

October 23, 2023

Date



Michael D. Cirullo, Jr., Esq. with Goren
Cherof Doody & Ezrol, PA

10/24/23

Date



Andrew J. Meyers, Esq., County Attorney,
Broward County

10/23/23

Date

Executive Committee:

Name, Chair of the Executive Committee of the Authority

Date