

**EXECUTIVE SEARCH SERVICES AGREEMENT
BETWEEN
SOLID WASTE DISPOSAL AND RECYCLABLE
MATERIALS PROCESSING AUTHORITY
AND
MGT OF AMERICA CONSULTING, LLC**

THIS AGREEMENT (this "Agreement") is made effective as of the ___ day of December 2023 (the "Effective Date"), by and between the **SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**, (the "Authority") as an independent legal entity and public agency created under Section 163.01, Florida Statutes, by Interlocal Agreement entered into by and among Broward County, Florida (the "County") and municipalities that formally approved the Interlocal Agreement pursuant to its terms (the "Municipal Parties" and, together with the County, the "Parties"), and **MGT of America Consulting, LLC**, as successor in interest to **GovHR USA LLC**, a Florida limited liability company, (the "Contractor").

WHEREAS, on November 1, 2023, the County, on behalf of the Authority, sent a request for expression of interest ("RFI") to those executive search firms on the County's library of vendors to provide an executive search for the Authority's Executive Director position ("Services"); and

WHEREAS, in response to the RFI, on November 6, 2023, GovHR USA LLC, submitted a proposal dated November 6, 2023 ("Proposal"), which is attached hereto and incorporated herein by reference, as Exhibit "A," for the Services set forth therein; and

WHEREAS, on November 20, 2023, the Executive Committee of the Authority selected GovHR USA LLC to provide the Services under Proposal; and

WHEREAS, on December 8, 2023, GovHR USA LLC was acquired by MGT of America Consulting, LLC; and

WHEREAS, the Authority desires to engage the Contractor to perform the Services as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Authority agree as follows:

- 1. Scope of Services.** The Contractor shall furnish the Services and in addition to the Services, shall provide any reports, documents, and information obtained pursuant to this Agreement, and recommendations of the Contractor (hereinafter, "Deliverables"), in accordance with the RFI, which is incorporated herein by reference as if fully set forth herein and as provided in the **Scope of Services and Qualification Requirements for Executive Professional Search for Executive Director** which attached hereto as Exhibit "B" and incorporated herein by reference as if fully set forth herein (the "Scope of Services").

2. Term/Commencement Date.

- 2.1.** This Agreement shall become effective upon the Effective Date and shall remain in effect thereafter, unless earlier terminated in accordance with Paragraph 8, until the acceptance of an offer of employment by a candidate.
- 2.2.** The Contractor shall commence work as directed by the Chair of the Executive Committee and in accordance with a timeline provided to the Contractor by the Authority. The Contractor agrees that time is of the essence and shall complete all Services in a timely manner in accordance with the timeline provided by the Authority.
- 2.3.** Anything to the contrary notwithstanding, adjustment to the timeline for completion of the Services approved by the Chair of the Executive Committee in advance, in writing, will not constitute a delay by Contractor. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of the Contractor shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by Contractor.
- 2.4.** Time is of the essence in performing the duties, obligations, and responsibilities required by the Contractor under this Agreement. The Authority's election not to enforce any particular breach(es) does not waive the Authority's right to enforce any other breach(es) and shall not be construed as a modification of this Agreement. All remedies provided in Agreement are cumulative.

3. Compensation and Payment.

- 3.1.** Compensation for Services and Deliverables provided by Contractor shall be in accordance with the approved fixed lump sum set forth in the Proposal of \$24,500.00. Such compensation shall be earned: in three installments: \$8,166.00 upon approval of the recruitment brochure; \$8,166.00 upon commencement of candidates' evaluation, and \$8,168.00 upon acceptance of the offer of employment.
- 3.2.** The Contractor shall deliver an invoice to Authority at such times as indicated above detailing Services and/or Deliverables completed since the date of the previous invoice period or the commencement of the Agreement and the amount due at that time to Contractor under this Agreement. The Authority shall direct the County, as custodian of the Authority's funds, to pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services and/or Deliverables by the Chair of the Executive Committee.
- 3.3.** Contractor's invoices must contain the following information for prompt payment:

3.3.1 Name and address of the Contractor;

- 3.3.2 Contract name;
- 3.3.3 Date of invoice;
- 3.3.4 Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
- 3.3.5 Name and type of Services/Deliverables;
- 3.3.6 Timeframe covered by the invoice; and
- 3.3.7 Total value of invoice.

Failure to include the above information will result in a delay in payment or rejection of the invoice. All invoices must be submitted electronically to the Chair of the Authority at MayorRoss@coopercity.gov with a copy to the Authority's Interim Counsel at jcole@wsh-law.com.

4. Sub-contractors.

- 4.1. The Contractor may only utilize the services of a sub-contractor with the prior written approval of the Chair of the Executive Committee, which approval shall be granted or withheld in the Chair's sole and absolute discretion.
- 4.2. The Contractor shall be responsible for all payments to any approved sub-contractors and shall maintain responsibility for all work related to the Services and/or Deliverables.
- 4.3. The Contractor shall be responsible and indemnify the Authority for all sub-contractors' acts, errors, or omissions.

5. **Authority's Responsibilities.** Upon Contractor's request, Authority shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services or provide the Deliverables.

6. Contractor's Responsibilities; Placement Guarantee; Representations and Warranties.

- 6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services and provision of the Deliverables for each Project as is ordinarily provided by a contractor under similar circumstances.
- 6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Authority as an independent contractor of the Authority. The Contractor further warrants and represents that it has the required knowledge, expertise, and experience to

perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

6.4. In the event the Executive Director's employment with the Authority is terminated for any reason (voluntary or involuntary) within one year of hire, the Contractor will, at the Authority's request, initiate a new search at a discounted fee, according to the following schedule:

6.4.1. Authority employment is terminated within three (3) months of the Executive Director's hire date – no fee will be charged to the Authority.

6.4.2. Authority employment is terminated within four to six (4-6) months of the Executive Director's hire date, the Authority will receive a discount of fifty percent (50%) off the original fee for this search.

6.4.3. Authority employment is terminated within six to twelve (6-12) months of the Executive Director's hire date, the Authority will receive a discount of twenty-five percent (25%) off the original fee for this search.

6.5. In addition, in accordance with the policy of Contractor as well as established ethics in the executive search industry, Contractor will not actively recruit the placed employee for a period of five years.

7. Conflict of Interest. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Authority.

8. Termination.

8.1. The Authority may terminate this Agreement for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the General Counsel of the Authority identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver the Deliverables accordance with the specifications and instructions in the Scope of Services attached as Exhibit "B" hereto; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the Authority set forth in the Scope of Services attached as Exhibit "B" or within the timeframes set forth by the Chair of the

Executive Committee; or multiple breaches of the provisions of this Agreement notwithstanding whether any breach was previously waived or cured.

8.2. The Authority may terminate this Agreement for convenience upon no less than thirty (30) days written notice. If this Agreement is terminated for convenience, Contractor shall be paid for any services properly performed prior to the termination date specified in the notice from the Chair of the Executive Committee. However, upon being notified of the Authority's election to terminate, unless directed otherwise in writing by the Chair of the Executive Committee, Contractor shall cease any providing any Deliverables, and refrain from performing further services or incurring additional expenses under the terms of this Agreement. In no event will payment be made for lost or future profits or damages for Contractor's reliance on continued performance of the Agreement beyond the effective date of the termination for convenience. The Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the Authority for the Authority's right to terminate the contract for convenience, the receipt and adequacy of which are hereby acknowledged.

8.3. In the event of termination by the Authority, the Contractor shall be paid for all work accepted by the Chair of the Executive Committee up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and Deliverables to the Authority, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. The Contractor shall, at its sole expense, maintain the minimum insurance coverage required in accordance with the terms and conditions of this section. The Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this contract. The Contractor shall ensure that "Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of the contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the Authority's General Counsel and Chair of the Executive Committee . The Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the Authority. Unless prohibited by the applicable policy, Contractor waives any right to

subrogation that any of Contractor's insurers may acquire against the Authority and agrees to obtain same in an endorsement of Contractor's insurance policies.

- 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. The General Aggregate Liability limit shall be in the amount of \$2,000,000.
- 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$100,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.1.3. Business Automobile Liability with minimum limits of \$500,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.1.4. Professional Liability Insurance (Errors & Omissions) in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit, for an extended reporting period of 3 years and a maximum deductible of \$100,000.00.
- 9.1.5. Cyber Liability for extended reporting period of three years with a maximum deductible of \$100,000.00.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Authority, reflecting the Authority as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Authority and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Authority prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Authority. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Authority reserves the right to inspect and return a certified copy of such policies, upon written request by the Authority. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Authority before any

policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Authority.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Authority is to be specifically included as an Additional Insured for the liability of the Authority resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Authority as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Authority shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Authority. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. BY ENTERING INTO THIS AGREEMENT, EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

12. Indemnification.

12.1. Contractor shall indemnify, hold harmless, and defend the Authority and all of the Authority'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 the contract, and caused or alleged to be

caused, in whole or in part, by 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 the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the Authority, defend each Indemnified Party against each such Claim by counsel satisfactory to the Authority or, at the Authority's option, pay for an attorney selected by the General Counsel to the Authority to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Chair of the Executive Committee and the General Counsel of the Authority, any sums due Contractor under this Agreement may be retained by the Authority until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the Authority.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Authority 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. The Authority is subject to section 768.28, Florida Statutes, as may be amended from time to time.

13. Notices/Authorized Representatives. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Authority designate the following as the respective places for giving of notice:

Authority: Solid Waste Disposal and Recyclable
Materials Processing Authority of Broward County, Florida
c/o Broward League of Cities
115 South Andrews Avenue
Suite 122
Fort Lauderdale, Florida 33301
MayorRoss@coopercity.gov

Copy To: Interim Authority Counsel
Attn.: Jamie A. Cole
Weiss Serota Helfman Cole + Bierman, P.L.
200 E. Broward Blvd,
Suite 1900
Fort Lauderdale, Florida 33301
Jcole@wsh-law.com

Contractor: Laurie Pederson,
Senior Vice President
Operations & Client Services
MGT of America Consulting, LLC
4320 West Kennedy Boulevard
Suite 200
Tampa, Florida 33609
lpederson@govhrusa.com

14. Governing Law and Venue. 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.

15. Entire Agreement/Modification/Amendment.

- 15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership of Documents; Access to Records and Audits.

- 16.1.** All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with this Agreement shall become the property of the Authority upon the expiration or termination of this Agreement, whether the project for which they are made is completed or not. The Contractor must deliver all such materials to the Chair of the Executive Committee prior to expiration of the Agreement or within fifteen (15) days after Contractor's receipt of a written notice of termination. The Authority may withhold any payments due to the Contractor until the Contractor complies with the provisions of this section.
- 16.2.** The Authority shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the contract and performance under the contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so,

Contractor or its subcontractor shall make same available in written form at no cost to the Authority. The Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

- 16.3.** The Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. The Contractor shall make all such records and documents available electronically in common file formats or via remote access if and to the extent requested by the Authority. Any audit or inspection pursuant to this section may be performed by any Authority representative (including any outside representative engaged by the Authority). Contractor hereby grants the Authority the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the Authority, with seventy-two (72) hours' advance notice. Contractor shall provide the Authority with reasonable access to Contractor's facilities, and the Authority shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.
- 16.4.** Upon request from the Authority's custodian of public records, Contractor shall provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Authority, at no cost to the Authority, within seven (7) days. All such records stored electronically by the Contractor shall be delivered to the Authority in a format that is compatible with the Authority's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Authority.
- 16.7. Public Records.** Authority is a public agency subject to Chapter 119, Florida Statutes. To the extent that Contractor is acting on behalf of Authority pursuant to Section 119.0701, Florida Statutes, Authority shall:
- 16.7.1. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Authority were Authority performing the services under this Agreement.

- 16.7.2. Upon request from the Authority, provide the Authority with a copy of the requested record or allow the records to be inspected or copied under the same terms and conditions that the Authority would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.7.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of the Agreement if the records are not transferred to the Authority.
- 16.7.4. Meet all requirements for retaining public records and transfer to Authority, at no cost, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE INTERIM AUTHORITY COUNSEL AS CUSTODIAN OF PUBLIC RECORDS AT (954) 763-4242, JCOLE@WSH-LAW.COM, WEISS SEROTA HELFMAN COLE + BIERMAN, P.L., 200 E. BROWARD BLVD, SUITE 1900, FORT LAUDERDALE, FLORIDA 33301.

- 17. Nonassignability.** Except for subcontracting approved by the Chair of the Executive Committee of the Authority, in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the Chair. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the contract, and permit the Authority to immediately terminate this Agreement, in addition to any other remedies available to the Authority at law or in equity. The Authority may condition any consent required under this section upon review of any documentation reasonably requested by the Authority and/or payment by Contractor of a fee in an amount specified by the Authority to cover costs incurred by the Authority in evaluating the transaction for which consent is requested.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

- 19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Authority with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 27. Scrutinized Companies.**
- a. Contractor certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Authority may immediately terminate this Agreement at its sole option if the Contractor or its sub-consultants are found to have submitted a false certification; or if Contractor, or its sub-consultants are

placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, Contractor certifies that it and its sub-consultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Authority may immediately terminate this Agreement at its sole option if Contractor, its affiliates, or its sub-consultants are found to have submitted a false certification; or if Contractor, its affiliates, or its sub-consultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

28. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Authority requires all contractors doing business with the Authority to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Authority will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**SOLID WASTE DISPOSAL AND RECYCLED
MATERIALS PROCESSING AUTHORITY
OF BROWARD COUNTY, FLORIDA**

**MGT OF AMERICA CONSULTING, LLC
CONTRACTOR**

By: _____
Greg Ross, Chair

By: _____
Name: A. Trey Traviesa
Title: Chief Executive Officer

Approved as to form and legal sufficiency:

Witness: _____
Name: _____

By: _____
Weiss Serota Helfman Cole + Bierman, P.L.
Interim Authority Counsel

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Authority requires all contractors doing business with the Authority to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Authority will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

EXHIBIT "A"
INSERT PROPOSAL
OF CONTRACTOR

EXHIBIT "B"

Scope of Services and Qualification Requirements for Executive Professional Search for Executive Director Solid Waste Disposal and Recyclable Materials Processing Authority

Scope of Work

DEVELOPMENT OF POSITION PROFILE

Consultant shall confer with the Executive Committee of the Authority to determine the position expectations to include desirable training, experience, and other pertinent qualifications. This information will be used to create a position profile in assessing prospective candidates.

The Following information regarding the Executive Director is set forth in the Interlocal Agreement creating the Authority.

The Executive Director will be a full-time employee of the Authority and must not be: (a) employed by any of the Parties to the Interlocal Agreement, (b) serving on the elected body of any of the Parties to the Interlocal Agreement, or (c) contracted to consult for or lobby on behalf of any of the Parties to the Interlocal Agreement.

The Executive Director will serve as the chief executive officer of the Authority responsible for the operation of the Authority in accordance with the policies and decisions of the governing board and executive committee of the Authority. The following are the specific duties and responsibilities of the Executive Director, as provided in the interlocal agreement:

- Hire and manage a chief sustainability officer or such other employee with similar responsibilities.
- Hire and manage other such employees as authorized by the governing body of the Authority through its approval of the annual budget as being necessary for the operation of the Authority.
- Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline and termination.
- Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the governing board.
- Provide recommendations, assistance, and support as necessary for the governing board's adoption of the Master Plan.
- Provide recommendations, assistance, and support as necessary for the executive committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

The individual candidate should have experience related to solid waste disposal and recycling and have served in a position of leadership in local government and/or in the solid waste industry.

RECRUITMENT

Consultant shall develop a recruitment brochure for approval by the Chair of the Executive Committee and General Counsel to the Authority. After approval of the recruitment brochure, Consultant shall actively seek individuals with qualifications consistent with the Authority's requirements and invite and encourage such individuals' interest and participation. Consultant shall place announcements in professional journals, on association websites, in social media, and other relevant sources, relying on its own experience, contacts, and file data for the identification of potential candidates. Consultant shall seek out the assistance of organizations representing the diverse population in the County.

PRELIMINARY SCREENING

Consultant shall review, acknowledge, and evaluate all resumes received and gather information related to the Executive Director using the criteria established with the Executive Committee. Preliminary screening shall be based upon the established criteria and Consultant's knowledge of the people and organizations with which the candidates work.

CANDIDATE EVALUATION

Thereafter, Consultant shall interview those candidates whose qualifications most closely match the criteria established by the Executive Committee. Consultant shall examine the candidates' qualifications and achievements in relation to the selection criteria. Consultant shall also verify degrees and certifications, and gather newspaper articles and any other information, if applicable and available, about the candidates (e.g. via the Internet). As part of the Consultant's process in evaluating candidates, Consultant shall speak directly with individuals who are, or have been, in a position to evaluate the candidate's performance on the job. Based on the reference checks and evaluations, Consultant shall provide the Authority's Executive Committee with a frank, objective appraisal of each candidate.

FINAL REPORTING

Consultant shall prepare a detailed report and evaluation on each candidate most closely meeting the Authority's established criteria. To facilitate discussion, this report will be provided to the Chair of the Executive Committee, with sufficient copies for each of the members of the Executive Committee and General Counsel.

Additional Services

1. Prior to interviews by the Executive Committee, suggest interviewing objectives, selection tips, and interview questions.
2. Conduct a "briefing session" immediately preceding the interviews and assist in a "debriefing" immediately following the interviews.
3. Assist the Authority in arranging the schedule of interviews and associated logistics for final candidates.

4. Advise the Chair of the Executive Committee and General Counsel as to starting salary, fringe benefits, relocation trends, and employment packages.
5. Act as a liaison between the Chair of the Executive Committee and the candidate in a discussion of offers and counteroffers.
6. Conduct a final round of professional reference checks with current employers (if not previously done for reasons of confidentiality).
7. Notify unsuccessful candidates, who were not recommended for interview, of the Authority's decision.
8. Notify interviewed candidates, that were not selected for the position, of the Authority's decision.
9. Conduct employment history verification, credit, criminal, civil litigation, and motor vehicle record checks through an outside service on all finalists.