

AGREEMENT

THIS AGREEMENT is made and entered into as of January __, 2024, by and between the **SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA** (the “Authority”) and **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “County”) (the “Agreement”).

WITNESSETH:

WHEREAS, the Authority is a newly constituted independent and separate legal entity created pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes, through the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority in Broward County, Florida (the “Interlocal Agreement”) as executed by and among the County and numerous municipalities in Broward County (each a “Municipal Party” and collectively, the “Municipal Parties” and together with the County, the “Contributing Parties”); and

WHEREAS, the Authority, pursuant to the Interlocal Agreement is in the process of hiring an Executive Director and adopting procedures, by-laws and other policies necessary to function as an independent and separate legal entity; and

WHEREAS, pursuant to Section 5.4 of the Interlocal Agreement, during an initial time period, the Contributing Parties are each required to financially contribute towards the costs of operations of the Authority; and

WHEREAS, the Authority finds it is necessary and in the best interest of the Authority to provide for the County to hold such financial contributions of the Contributing Parties and disburse such funds of the Authority to pay Authority expenses, until such time as the Authority establishes its own bank account(s) with an authorized depository (the “Interim Period”); and

WHEREAS, the Authority and the County desire to enter into this Agreement to provide for the County, during the Interim Period, to hold on behalf of the Authority, such contributions made by the Contributing Parties as required under the Interlocal Agreement and to disburse such funds for the payment of authorized Authority expenses.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Authority Budget” shall mean the budget established by the Authority pursuant to the Interlocal Agreement.

“Authorized Expenses” shall mean those expenses of the Authority approved by an Authorized Person (as defined below) as set forth in an invoice sent by the Authority to the County in the manner set forth in this Agreement.

“Authorized Investments” shall mean those investments authorized by the County under its investment policy.

“Authorized Person” shall mean the Chair of the Governing Board (as defined below), the Chair of the Executive Committee (as defined below), or the Executive Director (as defined below), as applicable under the circumstances.

“Chair” shall mean the person elected as Chair of the Governing Board, or as Chair of the Executive Committee, as applicable under the circumstances.

“Contributions by Contributing Parties” shall mean the financial contributions made by each of the Contributing Parties pursuant to Section 5.4 of the Interlocal Agreement.

“Business Day” shall mean any day on which the County and relevant depositories are open for business.

“Executive Committee” shall mean the Executive Committee of the Authority, as defined in the Interlocal Agreement.

“Executive Director” shall mean the Executive Director of the Authority, as defined in the Interlocal Agreement.

“Governing Board” shall mean the Governing Board of the Authority, as defined in the Interlocal Agreement.

“Written Instructions” shall mean the written communications by an Authorized Person actually received by the County regarding the Authority Account or any other matters governed under this Agreement.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons, and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

**ARTICLE II
FUNDS AND DEPOSITS
OF THE AUTHORITY**

1. There shall be created and established with the County, for the benefit of the Authority, a separate fund designated as an interim account for the Authority (hereinafter, the “Authority Account”).

2. All money of the Authority tendered to the County by any of the Contributing Parties or the Authority during the Interim Period is to be held by the County in the Authority Account with a qualified public depository, as defined in Section 280.02, Florida Statutes, in an interest-bearing account, or such funds may be invested, in the County’s discretion, in one or more Authorized Investments.

3. The Authority will be responsible for sending invoices to each of the Contributing Party’s for their applicable funding obligations to the Authority, directing that such funds be made payable as the County directs the Authority in writing with the Contributing Parties’ contributions sent to an address specified by the Authority based on direction by the County.

4. The Authority Account shall constitute a trust fund for the purposes provided herein. Interest and earnings on any deposits and investments for any amounts in the Authority Account shall be credited to such account.

5. The designation and establishment of the Authority Account in and by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Authority for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

6. The County shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. All funds in the Authority Account are to be held solely for the benefit of the Authority.

**ARTICLE III
DISBURSEMENTS AND PAYMENTS
FROM AUTHORITY ACCOUNT**

1. The County shall pay from the Authority Account any Authorized Expenses upon receipt of Written Instructions from an Authorized Person.

2. Written Instructions must be submitted:

a. to Broward County Solid Waste and Recycling Services' Accounting Division, Atten: Christopher Pawlicki, 1 North University Drive, Suite 400, Plantation, Florida 33324, with email copy to cpawlicki@broward.org; and

b. with supporting documentation for any Authorized Expenses, including relevant invoice(s) setting forth the following: the name of the vendor to be paid, the date of preparation for such invoice(s), an identifying number to facilitate identification of the invoice, vendor's federal identification number, description of the goods or services or property provided to the Authority, date of delivery of the goods or services or property to the Authority, the quantity of the goods or services or property provided to the Authority, the unit price of the goods or services or property provided to the Authority, the extended total price of the goods or services or property provided to the Authority, and any applicable discounts.

3. Provided sufficient funds are in the Authority Account, all Authorized Expenses shall be paid by the County from the Authority Account within thirty (30) calendar days after receipt of Written Instructions.

4. If money in the Authority Account is insufficient to pay any Authorized Expenses, the County shall provide written notice to an Authorized Person and the County shall disburse funds up to the amount held in the Authority Account towards such Authorized Expenses in any order the County deems appropriate in its sole and absolute discretion.

5. Upon termination of this Agreement, the County shall transfer all funds, including all interest and investment income from the Authority Account into the bank account in the name of the Authority as designated in the Written Instructions provided by an Authorized Person.

**ARTICLE IV
REPORTING REQUIREMENTS**

1. The County shall record all deposits, payments and withdrawals from the Authority Account, which shall be reported to the Authority on a monthly basis, Such monthly reports will include (as of the last date of the prior calendar month) the Authority Account balance, all deposits and payments made from the Authority Account during the applicable calendar month and by

whom the deposit was made or to whom any such payment was made, together with a statement of any accrued interest and investment income posted to the Authority Account.

2. The County shall make available to an Authorized Person and the Authority's auditor all records relating to the Authority Account.

ARTICLE V TERMINATION

This Agreement may be terminated for convenience by either of the parties to this Agreement with thirty (30) calendar days advance written notice to the other. Termination for convenience by County may be made by the County Administrator or their designee, and termination of this Agreement by the Authority may be made by an Authorized Person. In addition, this Agreement shall automatically terminate upon the County's disbursement of all amounts within the Authority Account to the Authority after it has established its own bank account.

ARTICLE VI MISCELLANEOUS

1. The County shall not be required under this Agreement to deposit, lend or otherwise loan money to the Authority from its own accounts, except as a Contributing Party as set forth in the Interlocal Agreement and as further set forth herein.

2. The parties acknowledge that the County is a party to the Interlocal Agreement and has agreed to provide the services set forth in this Agreement for no charge.

3. The parties to this Agreement and the other Contributing Parties are all governmental entities subject to sovereign immunity. Nothing in this Agreement shall be deemed to waive sovereign immunity nor shall anything included herein be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4. Whenever any party desires to give notice unto any other party, it may be given by written notice or electronic notice at the address or email listed below:

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

With a copy to:

Jamie Cole, Interim Authority Counsel
Weiss Serota Helfman Cole + Bierman PL
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
jcole@wsh-law.com

County: Broward County Solid Waste and Recycling Services
Attn: Notosha Austin
1 North University Drive, Suite 400
Plantation, Florida 33321
naustin@broward.org

With a copy to:
Broward County Attorney's Office
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
ameyers@broward.org; nklitsberg@broward.org;
orosenthal@broward.org; mhaber@broward.org

5. This Agreement may be modified or amended only by written amendment executed by both parties with the same formality as this Agreement.

6. 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.**

7. This Agreement may be executed in several counterparts, whether signed physically or electronically, all or any one of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[signature page follows]

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 Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024, and the Authority, signing by and through its Chair, duly authorized to execute same.

BROWARD COUNTY, FLORIDA

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2024

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 _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

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

By: _____
Greg Ross, Chair

Approved as to form and legal sufficiency:

By: _____
Jamie A. Cole, Interim Authority Counsel