

AGREEMENT

THIS IS AN AGREEMENT, dated the __ day of January, 2024, between SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA ("AUTHORITY") and BROWARD LEAGUE OF CITIES, a Florida non-profit corporation, hereinafter referred to as ("CONTRACTOR").

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, AUTHORITY and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The AUTHORITY is newly created as an independent and separate legal entity pursuant to an Interlocal Agreement and consistent with Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes as a public agency.

Section 1.02 The AUTHORITY is in need of administrative services in order to function as a public agency, as set forth herein.

Section 1.03 AUTHORITY and CONTRACTOR desire to enter into this Agreement to provide for the "Services" as set forth in ARTICLE II, entitled "SCOPE OF WORK".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary, personnel, tools, materials, equipment, and supervision, to perform all of the Services as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2.02 CONTRACTOR hereby represents to AUTHORITY, with full knowledge that AUTHORITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the expertise, experience and personnel to perform the Services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

Section 2.03 None of the services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior consent from the Chair of the AUTHORITY.

Article III. CONTRACT PRICE

Section 3.01 The AUTHORITY hereby agrees to pay CONTRACTOR for Services completed in accordance with the Scope of Work attached hereto as Exhibit "A", and as directed by AUTHORITY in the amount of \$7,500.00 per month.

Section 3.02 The AUTHORITY will make payments to CONTRACTOR for completed and proper work invoiced monthly and paid in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Article IV. TERM AND TERMINATION

Section 4.01 This Agreement may be terminated by either party, upon thirty (30) days written notice to the other party, in which event the CONTRACTOR shall be paid its compensation for Services performed to termination date. All finished or unfinished documents, data, studies, plans, surveys, and reports on file with the CONTRACTOR shall become the property of AUTHORITY and shall be delivered by CONTRACTOR to AUTHORITY.

Section 4.02 This Agreement shall take effect as of October 1, 2023, and shall terminate on March 31, 2024. This Agreement may be extended for an additional 6-month term by mutual agreement of the parties, under the same terms and conditions.

Article V. CONTRACTOR'S INDEMNIFICATION

Section 5.01 The CONTRACTOR agrees to indemnify, defend and hold harmless the AUTHORITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the AUTHORITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 5.02 If a court of competent jurisdiction holds the AUTHORITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the AUTHORITY may possess. The AUTHORITY specifically reserves all rights as against any and all claims that may be brought.

Section 5.03 Nothing in this Agreement shall be deemed or treated as a waiver by the AUTHORITY of any immunity to which it is entitled by law, including but not limited to the AUTHORITY's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VI. INDEPENDENT CONTRACTOR

Section 6.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under

this Agreement and not the AUTHORITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the AUTHORITY and the AUTHORITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article VII. MISCELLANEOUS

Section 7.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 7.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of AUTHORITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires AUTHORITY approval. However, this Agreement shall run to the AUTHORITY and its successors and assigns.

Section 7.03 Records. CONTRACTOR shall keep books and records as may be necessary in order to perform under this Agreement and shall maintain complete records for any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by AUTHORITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by AUTHORITY of any expenses based upon such entries.

Section 7.04 Public Records. AUTHORITY is a public agency subject to Chapter 119, Florida Statutes. The AUTHORITY has temporarily designated Weiss Serota Helfman Cole + Bierman, P.L., as the "Custodian of Public Records" for purposes of Chapter 119, Florida Statutes, until such time as an Executive Director is hired ("Records Custodian"). CONTRACTOR in connection with the Services being provided to and on behalf of the AUTHORITY, will create and receive certain public records of the AUTHORITY. Upon creation or receipt of such public records, CONTRACTOR shall forward such public records of the AUTHORITY to the appropriate Records Custodian. All public records requests provided to the CONTRACTOR shall be immediately forwarded to the appropriate Records Custodian. To the extent that CONTRACTOR is acting on behalf of AUTHORITY pursuant to Section 119.0701, Florida Statutes, and the CONTRACTOR has not yet provided to the appropriate Records Custodian such public records, the CONTRACTOR shall:

- (a) 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, until such time as such public record is provided to the appropriate Records Custodian;
- (b) Provide the public with access to such public records on 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;
- (c) 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; and
- (d) Meet all requirements for retaining public records and transfer to AUTHORITY or Records Custodian, 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's Records Custodian.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACTOR SHALL CONTACT THE RECORDS CUSTODIAN AT WEISS SEROTA HELFMAN COLE + BIERMAN, P.L., 200 E. BROWARD BLVD, SUITE 1900, FORT LAUDERDALE, FLORIDA, 33301 ATT: JAMIE A. COLE, E-mail: Jcole@wsh-law.com.

Section 7.05 Ownership of Documents. Reports, agendas, minutes, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of AUTHORITY.

Section 7.06 No Contingent Fees. 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, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the AUTHORITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 7.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 7.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants 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 subconsultants 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 City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants 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.

Section 7.09 Notice. 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
Greg Ross, Chair
c/o Broward League of Cities
115 South Andrews Avenue
Suite 122
Fort Lauderdale, Florida 33301

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

CONTRACTOR: Mary Lou Tighe
Broward League of Cities
115 South Andrews Ave.
Suite 122
Fort Lauderdale, Florida 33301
mltighe@browardleague.org

Copy To: Samuel S. Goren, Esq.
Goren Cherof Doody & Ezrol, P.A.
3099 East Commercial Blvd, Suite 200
Fort Lauderdale, Florida 33308
SGoren@gorencherof.com

Section 7.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 7.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 7.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 7.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to

which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 7.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

Section 7.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

Section 7.16 Extent of Agreement. This Agreement and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the AUTHORITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 7.17 Waiver. Failure of the AUTHORITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[Signature Page To Follow]

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The AUTHORITY, signing by and through its Chair, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

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

By: _____

Greg Ross, Chair

APPROVED AS TO FORM AND LEGALITY

Jamie A. Cole, Interim Authority Counsel

**CONTRACTOR
BROWARD LEAGUE OF CITIES**

WITNESS:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM BY
GOREN CHEROF DOODY & EZROL, P.A.

Samuel S. Goren, General Counsel for
Broward League of Cities

Exhibit "A"

SCOPE OF WORK

Work with appropriate parties to organize and plan for Authority, Executive Committee and Technical Advisory Committee meetings including:

- Insuring audio recording capabilities
- Notifying members of meetings (and following up with members to ensure attendance)
- Notifying interested parties of meetings
- Adding meetings to League calendar
- Post and Publish Notice of Meetings with Broward County

Generate meeting materials including typing and copying material,

- Creating a QR code for electronic copies of back up
- Providing printed agendas for both members in attendance and the public
- Generating and maintaining sign in sheets at each meeting.

Process and refer emails to appropriate Authority officials.

Process and refer emails and phone calls of the public seeking meeting dates, agendas, minutes, etc.

Attend all Authority and Committee meetings and manage roll call and 2-minute timing of public speakers.

Prepare action minutes of each Authority and Committee meeting.

Collect and record municipal payments for Year 1 pro rata operations costs – including deposit to Broward County on behalf of the Authority.