

EMPLOYMENT AGREEMENT
EXECUTIVE DIRECTOR

This Employment Agreement (“Agreement”) is made and entered into this ___ day of April 2024, between the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, (the “Authority”), an independent and separate legal entity and public agency pursuant to Section 163.01, Florida Statutes and Todd Storti (“Storti” or “Executive Director”).

RECITALS

WHEREAS, Section 6.7 of the Interlocal Agreement creating the Authority (the “ILA”) requires that there shall be an Executive Director of the Authority that serves 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 the Executive Committee of the Authority;

WHEREAS, Storti represents he has the expertise and skills to serve as the Executive Director;

WHEREAS, the Authority desires to employ the services of Storti as Executive Director and Storti wishes to accept such employment; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Recitals.

The above and foregoing recitals are true and correct and are incorporated herein by this reference. Any defined terms not otherwise defined herein shall have the meaning ascribed to such terms in the ILA.

Section 2. Duties.

2.1 The Executive Director shall have all powers and perform all duties and responsibilities required by this Agreement and prescribed in the ILA.

2.2. The Executive Director shall also perform such other duties and carry out such policy directives as determined by a majority of and as directed by the Executive Committee of the Authority pursuant to the ILA.

2.3. The Executive Director shall provide the Executive Committee with a monthly report, which shall include a list of directives from the Executive Committee, budget analysis, and the status of achievement of the same. The report shall be included in the monthly Executive Committee's Agenda Package.

2.4 The Executive Director shall attend all Governing Board and Executive Committee meetings unless excused by such Board or Committee. In addition, he shall attend meetings of the TAC Committee of the Authority and other standing and ad hoc committee meetings and other meetings as appropriate to fulfill his duties as Executive Director unless he has schedule conflicts that preclude his attendance.

Section 3. Salary.

3.1 The Executive Director shall receive an initial annual salary in the amount of \$300,000.00 payable in equal monthly installments on the last business day of each month, pro-rated for any partial month, less required federal and state withholding. The Authority will pay the employer's share of FICA and Medicare taxes but will otherwise provide no benefits to the Executive Director, except as provided herein.

3.2 For purposes of this Agreement, the Executive Director's anniversary date shall be April 22 of each year.

Section 4. Performance Evaluations.

4.1 The Authority agrees to conduct formal performance evaluations of the Executive Director in a format acceptable to a majority of the Executive Committee after six (6) months. The

Executive Committee shall thereafter evaluate the performance of the Executive Director every six (6) months but will only be considered for salary adjustments on the anniversary date of each year. It is understood and agreed that if the Executive Director receives a positive evaluation from the Executive Committee, the Executive Director may receive a salary increase once a year, but any such increase is solely within the discretion of the Executive Committee, approved at a public meeting.

4.2 The evaluation specified in Sections 4.1 shall generally be based upon: (i) the Executive Director's performance of the duties specified in Section 2; and (ii) the Executive Director's achievements of the Authority's policy directives, including the budget.

4.3 The Executive Committee may define such goals and performance objectives that they determine are necessary for the proper operation of the Executive Director's Office and in attainment of the Authority's policy objectives and may further establish a relative priority among those various goals and objectives. The goals shall be attainable within the time limitations as specified and the appropriations provided.

Section 5. Holidays.

The Executive Director shall be entitled to 13 holidays recognized by the Authority (New Years Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Thanksgiving, day after Thanksgiving, Christmas, plus two additional personal holidays). Holidays, including personal holiday days, may not be carried over and are not eligible for payout upon separation. The Executive Director shall advise the Chair of the Executive Committee of the two personal holidays he intends to use at least 21 days before the personal holiday.

Section 6. Vacation, Sick and Personal Leave.

6.1 The Executive Director shall accrue 20 business days of vacation/sick/personal leave per calendar year, accrued on a quarterly basis five (5) at the end of each calendar quarter, with any partial

quarters to be pro-rated). The Executive Director shall advise the Chair of the Executive Committee of any vacation/sick/personal leave usage and no planned leave shall exceed ten (10) consecutive days. The Executive Director shall be permitted to carryover unused vacation/sick/personal leave from year to year with a cap of five (5) days and will be entitled to be paid out for any and all unused vacation/sick/personal leave upon separation from Authority employment at his final rate of pay, unless he is terminated for cause under Section 13.3 below.

6.2 The Executive Director shall notify the Chair of the Executive Committee prior to the use of vacation/sick/personal leave which would entail absence from the Authority. Prior to such leave, the Executive Director shall notify the Chair of the Executive Committee of how the Executive Director may be reached while on leave in case of an emergency. For planned vacation/sick/personal leave of more than 3 business days, the Executive Director shall provide the Chair of the Executive Committee with at least 21 days' advance notice.

Section 7. Retirement Plan, Health Insurance, Life and Disability Insurance.

The Authority will not provide the Executive Director with any retirement plan, health, vision, dental coverage or life and disability Insurance.

Section 8. Professional Dues and Expenses.

8.1 The Authority shall pay for Executive Director's participation in governmental and professional organizations, and travel to solid waste seminars and conventions, as approved by the Executive Committee, including reasonable travel expenses in accordance with Florida Statutes.

8.2 The Authority shall pay for the Executive Director's participation in those local civic and non-profit job-affiliated organizations that the Executive Director is authorized to participate in by the Executive Committee.

Section 9. Automobile Allowance/Mileage Reimbursement.

The Authority not shall provide the Executive Director with an automobile allowance or mileage reimbursement, except for travel incurred in connection with approved travel pursuant to Section 8.1 above, which will be reimbursed at the IRS approved mileage rate.

Section 10. Days and Hours of Work.

10.1 Unless otherwise specified, any reference to days in this Agreement shall mean calendar days. Executive Director agrees to remain in the exclusive employ of the Authority and shall not accept any other employment during the term of this Agreement. This shall not preclude the Employee from engaging in part-time, weekend or vacation time uncompensated activities or personal investments, which do not interfere with the performance of his services to the Authority. Executive Director further agrees to devote that amount of time and energy which is reasonably necessary for Executive Director to faithfully perform his duties and responsibilities as Executive Director under this Agreement.

10.2 It is recognized that the Executive Director must devote a great deal of time outside normal office hours to the business of the Authority, and in recognition of that fact, the Executive Director's hours will be flexible within reasonable bounds.

10.3 Once an office is obtained by the Executive Director for the Authority, the Executive Director will have regular office hours from that office.

Section 11. Indemnification.

The Authority shall indemnify the Executive Director against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the Executive Director's duties. This provision shall not apply to acts or omissions of the Executive Director committed while acting outside the course and scope of his

employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 12. Term.

The commencement date of this Agreement shall be April 22, 2024, and shall continue unless and until terminated by either party.

Section 13. Termination.

13.1 In accordance with the ILA, the Executive Director shall serve at the pleasure of the Executive Committee. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Executive Committee to terminate the services of the Executive Director at any time during a regular or Special Executive Committee meeting subject to the provisions of this Agreement and Section 8.3.11 of the ILA.

13.2 In the event the Executive Committee wishes to terminate the Executive Director without cause (i) during the initial year of his employment with the Authority as Executive Director, the Executive Director shall receive all pay and benefits accrued prior to the date of his termination and shall receive a lump sum severance pay equal to 12 weeks of his regular base salary at the time of termination; and (ii) during the second year of his employment with the Authority and at any time thereafter, he shall receive all pay and benefits accrued prior to the date of his termination and shall receive a lump sum severance pay equal to 18 weeks of his regular base salary at the time of termination. However, notwithstanding anything to the contrary contained herein, if the Executive Director is terminated in conjunction with the termination of the Authority, the Executive Director shall receive no severance pay. In addition, the Executive Director shall be entitled to a payout for his accrued vacation and sick leave in accordance with Section 6 herein (regardless of the date of his termination without cause). All severance

payments shall be paid to the Executive Director in a lump sum on or before thirty (30) days thereafter at the Executive Committee's option.

13.3 In the event Executive Director is terminated for cause, the Authority shall have no obligation to provide the Executive Director with any severance pay or payouts for unused vacation/sick/personal leave. "Cause" means: (a) misconduct as defined in Section 443.036(29), Florida Statutes; (b) breach of any material term or condition of this Agreement; (c) indictment for a felony; (d) gross insubordination; (e) willful neglect of duty; or (f) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees.

13.4 Upon payment of the severance payment specified in Section 13.2 (if applicable), upon resignation or retirement as provided for in Section 13.5, or resignation as provided for in Section 13.6, the Authority shall have no further contractual financial obligations to the Executive Director. The severance payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the Authority may be liable in the event of termination or breach of contract.

13.5 In the event that the Executive Director voluntarily resigns or retires during the Term of this Agreement, the Executive Director shall provide the Authority with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Executive Director under this Section, the Executive Director shall not be entitled to receive the severance package specified in Section 13.2, but the Executive Director shall receive payment for his accrued unused vacation/sick/personal leave (if applicable) calculated at the Executive Director's rate of pay in effect upon the date of resignation.

13.6 In the event that the Executive Director voluntarily resigns with less than 60 days' advance written notice, the Executive Director shall not be entitled to receive either severance payment or accrued vacation/sick/personal leave unless the Executive Committee authorizes payment of same.

13.7 If the Executive Director is unable to perform his duties as specified in Section 2 of this Agreement for a period of 45 consecutive days or 75 non-consecutive days during any one-year period beyond the exhaustion of his paid leave for any reason other than an approved Family Medical Leave Act (“FMLA”) absence, the Executive Committee may terminate this Agreement. If the Executive Director takes FMLA-approved leave and exhausts his statutorily protected, FMLA-approved leave in any one calendar year period, the Executive Committee may terminate this Agreement. In the event of the Executive Director’s death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Executive Director shall not be entitled to severance pay pursuant to Section 13.2 of this Agreement, however, the Executive Director or upon his death, his spouse will be entitled to any accrued unused vacation/sick/personal leave.

Section 14. Miscellaneous Provisions.

14.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

14.2 Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

14.3 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

14.4 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

14.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Executive Director.

14.6 Governing Law. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Broward County, Florida, or, if in Federal Court, in the Southern District of Florida.

14.7 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a Authority Council meeting. Notice shall be sent as follows:

For the 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

With a copy to: Jamie A. Cole, Esq.
Weiss Serota Helfman Cole + Bierman, P.L.
Interim Authority Counsel
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

For the Executive Director: Todd Storti
352 Daisyfield Drive
Livermore, California 94551
Cell: 925-876-3635

Section 15. Waiver of Jury Trial.

Both the Authority and the Executive Director knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Authority, by signature of the Chair of the Executive Committee as authorized by the Governing Board of the Authority, has executed this Agreement this ____ day of _____, 2024.

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

By: _____
Greg Ross, Chair

APPROVED AS TO FORM AND LEGALITY

Weiss Serota Helfman Cole + Bierman, P.L.
Jamie A. Cole

EXECUTIVE DIRECTOR

By: _____
Todd Storti

Date: _____