

AMENDED AND RESTATED EMPLOYMENT AGREEMENT
EXECUTIVE DIRECTOR

This Amended and Restated Employment Agreement (“Amended Agreement”) is made and entered into this ____ day of February, 2026, between the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the “Authority”), and Todd Storti (the “Executive Director”).

RECITALS

WHEREAS, in February 2024, the Authority and Executive Director entered into an Employment Agreement – Executive Director (the “Employment Agreement”), setting forth the terms under which Executive Director would serve as the Executive Director of the Authority;

WHEREAS, the Executive Director has advised the Authority that, as a result of certain family responsibilities, he needs to move out of state and can no longer be employed full time, but that he can continue to fulfill the duties and responsibilities of Executive Director under the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the “ILA”) as a part-time, remote employee; and

WHEREAS, the parties desire to terminate the prior Employment Agreement and enter into this Amended and Restated Employment Agreement (the “Amended Agreement”) as set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amended 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 Amended Agreement and prescribed in the ILA.

2.2 The Executive Director shall perform all of the duties set forth for Executive Director in Exhibit 1 hereto, and 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 may attend all Governing Board and Executive Committee meetings by video or telephone.

Section 3. Compensation.

The Executive Director shall be a part-time employee of the Authority and shall be paid \$13,333 per month. He will submit an invoice to the Chair of the Executive Committee for \$13,333 on or about the last day of each month, generally describing the services provided during the month, for review and approval. Once approved, the Chair of the Executive Committee will forward the approved invoice to the Authority's accountants for payment. 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. For transition purposes, for month of February 2026, Executive Director will be paid \$19,166.50 (the first two weeks pro-rated based upon a monthly salary of \$25,000, and the last two weeks pro-rated based upon a monthly salary of \$13,333).

Section 4. Holidays, Vacations, Sick and Personal Leave.

As a part-time, hourly employee, the Executive Director shall not be paid for any holiday, vacation, sick or personal time.

Section 5. Retirement Plan, Health Insurance, Life and Disability Insurance, Benefits.

The Authority will not provide the Executive Director with any retirement plan, health, vision, dental coverage, life and disability Insurance, automobile/mileage reimbursement or other benefits.

Section 6. Days and Hours of Remote Work.

6.1 Executive Director may set his own hours and has no specific number of hours that he must work for the Authority, so long as he devotes 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 Amended Agreement. Executive Director shall not engage in outside employment that conflicts with his duties or creates a conflict of interest under Florida law. Prior to engaging in outside employment, Executive Director shall seek and receive approval from the Authority, which approval shall not be unreasonably withheld.

6.2 It is understood by the Parties that the Executive Director shall work 100% remotely from out of state and will not be required or expected to attend any meetings in person in Florida.

Section 7. 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 8. Term.

The Agreement is terminated, and this Amended Agreement is effective, as of February 13, 2026. This Amended Agreement shall continue until October 1, 2026, unless and until terminated by either party or extended by mutual agreement.

Section 9. Termination.

9.1 In accordance with the ILA, the Executive Director shall serve at the pleasure of the Executive Committee. Nothing in this Amended 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 Amended Agreement and Section 8.3.11 of the ILA. If this Amended Agreement is terminated, the Executive Director shall be entitled to the time worked prior to termination (pro-rated based upon the number of hours worked during that month prior to termination divided by the number of days in the month), but shall not be entitled to any severance or other payments. In addition, if the Executive Director is terminated without cause, he shall be given 30 days' advance written notice.

9.2 The Executive Director may also terminate this Amended Agreement at any time, provided that the Executive Director shall provide the Authority with 30 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 be entitled to the time worked prior to the effective date of his resignation (pro-rated based upon the number of hours worked during that month prior to termination divided by the number of days in the month), but shall not be entitled to any severance or other payments.

Section 10. Miscellaneous Provisions.

10.1 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 Amended 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.

10.2 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.

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

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

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

10.6 Governing Law. Florida law shall govern this Amened Agreement and any litigation which may arise from this Amended 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.

10.7 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
Mike Ryan, Chair
1 North University Drive
Plantation, FL 33318

With a copy to: Jamie A. Cole, Esq.
Weiss Serota Helfman Cole + Bierman, P.L.
Authority General 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 11. 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, or claim in any way related to, this Amended Agreement.

IN WITNESS WHEREOF, the Authority, by signature of the Chair of the Executive Committee, has executed this Amended Agreement this ____ day of _____, 2026.

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

By: _____
Mike Ryan, Chair

APPROVED AS TO FORM AND LEGALITY

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

EXECUTIVE DIRECTOR

By: _____
Todd Storti

Date: _____

EXHIBIT 1 – Duties of Executive Director Under Amended Agreement

Governance & Executive Oversight

- Serve as the Authority’s chief executive officer and perform all duties required under ILA
- Provide formal direction and prioritization to SCS under Task 23
- Set agendas, schedules, and policy priorities for:
 - Governing Board
 - Executive Committee
 - Committees and subcommittees
- Retain decision-making authority over all matters not expressly delegated
- Resolve escalated policy, governance, intergovernmental, and stakeholder issues

Financial, Legal & Procurement Authority

- Approve or deny all invoices, expenditures, and financial commitments
- Execute contracts, amendments, authorizations, and official correspondence
- Coordinate directly with:
 - General Counsel on legal, procurement, and compliance matters
 - Financial Administrator on budgeting, accounting, payments, audits, and tax matters
- Ensure full compliance with:
 - Interlocal Agreement
 - Florida law
 - Governing Board policies and directives

Budget & Task Authorization

- Approve Task 23 work direction on a monthly or periodic basis
- Conduct a monthly review of all consultants’ and contractors’ work, including:
 - Work completed during the prior period
 - Work currently in progress
 - Alignment of work products with approved scope and direction
 - Consistency of billed or anticipated hours with authorized budgets
- Monitor SCS hours and deliverables to ensure compliance with:
 - Authorized scope
 - Executive Committee-approved budget limits
- Request Executive Committee approval for:
 - Scope expansions
 - Budget increases
 - Contract extensions, if necessary

Coordination & Communications

- Oversee and ensure coordination of:
 - Governing Board, Executive Committee, TAC, and Subcommittee meetings
 - Agendas and supporting materials
 - Public noticing, postings, and meeting logistics
- Direct public communications and outreach, including:
 - Conceptual Communications
 - Advertising, education, outreach, surveys, and messaging consistency
- Manage consultant engagement, prioritization, and sequencing, including SCS and other vendors

Transition Management

- Oversee the Authority's broader leadership and operational transition
- Ensure continuity and alignment between:
 - Administrative support weekly
 - Financial / Accounting administration