

ARTICLE 17. DISPUTE RESOLUTION PROCESS; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1 Informal Dispute Resolution. The following procedure shall apply to resolve a dispute between the Authority and any number of Parties, or between Parties based on matters arising out of this Agreement: (i) the Party shall issue written notice of the dispute to the Authority and any other applicable Parties; (ii) within forty-five (45) days after the written notice, the parties to the dispute shall use reasonable efforts to resolve the dispute through informal settlement meetings, discussions, mediation, or other process as may be agreed between them.

17.2 Formal Dispute Resolution. If the parties to the dispute are unable to fully resolve the matter through the informal dispute resolution process described in Section 17.1 above, the Parties agree that they will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3 Failure to Resolve through Formal Dispute Resolution. If the processes required Section 17.1 and 17.2 fail to resolve the dispute, the Authority and applicable Parties may litigate such dispute. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Fla. Stat. (2021), such court may order the termination of this Agreement and the dissolution of the Authority.

17.4 Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PROVISIONS OF CHAPTER 164, FLORIDA STATUTES SHALL GOVERN ANY CONFLICTING PROVISIONS IN THIS AGREEMENT RELATING TO DISPUTES AMONG THE PARTIES AND AUTHORITY.**

ARTICLE 18. MISCELLANEOUS

18.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party shall automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement. Nothing herein shall be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is necessary by the Authority for the provision of services under this Agreement.

18.2. Notices. All notices, consents and other communications required, permitted, or

otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit __ which is attached hereto and made a part hereof. Changes in the respective addresses of the members provided in Exhibit B may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

18.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.4. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree as to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as supplemented, or otherwise affected by such action, remain in full force and effect. If an unenforceable provision is modified, disregarded, or amended in accordance with this Section [10.15], the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

18.5. Representations and Warranties: Each of the Parties hereby represents and warrant as to itself as follows:

18.5.1 It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

18.5.2 This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

18.5.3 Neither the execution nor delivery of this Agreement, nor the performance of such Parties obligations hereunder nor the fulfillment of the terms herein: (i) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (ii) conflicts with, violates or results in any breach of any term or condition of any judgment or decree, or any

agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

18.5.4 Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval authorization, or order of, or any consent or declaration, registration of filing with, any governmental authority of the State of Florida or any referendum or other action of voters by election, action by town or city council or otherwise) is required for the valid execution, delivery, and performance of this Agreement by it.

18.7 The applicable financial disclosure, noticing and reporting requirements of the Authority shall be those provided by general law.

18.8 Intellectual Property. The Authority shall have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party shall make any claim of ownership to any such intellectual property and shall have no rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other party.

18.9 Right of First Refusal. If Authority elects to dispose of any asset that is then being used by the System in relation to the disposal of Solid Waste via sale or other means to a bona fide purchaser in an arm's length transaction, County shall have the right to purchase that asset on the same terms and conditions as the bona fide purchaser. Upon the Authority's receipt of such an offer from a third party, it shall promptly provide same to County. County must deliver written notice to Authority of its election whether to exercise its right of first refusal within [____] days after County's receipt of the offer from Authority, failing which, County shall be deemed to have waived its rights under this subsection.

18.10 Capacity Improvements Required by Law. In accordance with Section 403.706(1), Fla. Stat. (2021), upon abandonment of a solid waste disposal facility, as defined in Section 403.703, Fla. Stat. (2021), operated or owned by the Authority, the Authority shall be responsible for the payment to County for any expenditure made by County for the capital expansion of a facility not previously included in the System, which is necessary to accommodate the Parties' System Waste for the remaining projected useful life of County's facility. If such abandonment is due to the termination or expiration of this Agreement, the Parties shall be responsible, pro-rata based on population, for said payment to County.

18.11 Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.

18.12 Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim

against either of them based upon this Agreement.

18.13 Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board present for its first meeting once a quorum has been reached, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. The Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES]

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority on _____, and signing by and through its Chair or Vice-Chair, the Authority hereby joins in the Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

[SIGNATURE BLOCK]