

## COUNTY PROPOSAL FOR DISCUSSION

### RELEVANT DEFINITION

“System” means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

### RIGHT OF FIRST REFUSAL

Right of First Refusal. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment, (collectively referred to as “Authority Property”), the Authority shall provide a copy of the offer, letter of intent, or proposed agreement (“Offer”) to all Parties. The Parties shall have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

- (a) If the Authority Property is a “solid waste disposal facility,” as defined in Section 403.703, Fla. Stat. (2021), County shall have the right of first refusal.
- (b) For all other Authority Property, the Municipality, Municipalities, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located shall have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipalities or a Municipality and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipality exercises the right of first refusal provided in this section, County shall have the right of first refusal.

If the applicable Party does not exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If no Municipality exercises the right of first refusal as provided in subsection (b), above, County shall have thirty (30) days to exercise its right of first refusal after receipt of notice from the Authority or applicable Municipality.

### CAPACITY EXPANSION

Authority and Party Responsibilities for County Solid Waste Capacity Improvements. In addition to any other remedies at law or in equity, if the Authority fails to perform its obligations under [Sections 7.2 or 7.3] of this Agreement, and, as a result, County undertakes capital expansion of any of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under 403.706(1), Fla. Stat., to provide disposal capacity for Solid Waste generated within each Party’s jurisdiction, the Authority shall be responsible for payment to the County for the capital expansion necessary to accommodate such Solid Waste for the remaining projected useful life

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of the disposal facility. Neither a reduction in the amount of Solid Waste disposed of due to increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Solid Waste disposal capacity at any Authority-owned facility resulting from a transfer of any Authority Property to County, shall be deemed a failure by the Authority to perform its obligations under [Sections 7.2 or 7.3] of this Agreement.

If the Authority fails to fulfill its obligations under the portion of the Master Plan adopted in accordance with [Section 7.1.1.9] of this Agreement relating to the transfer of assets to a successor entity upon Wind Down, each Municipality shall have [\_\_\_\_\_] days prior to the completion of the Wind Down and the dissolution of the Authority to notify County regarding whether, or to what extent, such Municipality intends to rely on County to provide disposal services for that Municipality's Solid Waste. A Municipality's failure to timely notify County shall be deemed as notice that such Municipality intends to rely fully on County to provide disposal services for that Municipality's Solid Waste. County may act in justifiable reliance on such notice (or failure to provide notice) in determining whether to undertake a capital expansion of its Solid Waste disposal facilities to meet its statutory obligations under 403.706(1), Fla. Stat. (2021). Each Party shall be responsible for payment to the County of the costs associated with the capital expansion undertaken by County to accommodate that Party's Solid Waste for the remaining projected useful life of the expanded disposal facility. Notwithstanding the foregoing, no Party shall be responsible for any capacity expansion undertaken by County that is related to County's acquisition of Authority Property as defined in [Section \_\_\_\_] of this Agreement.