

**REVISED SECTION 3.1
(STATUTORY CITATION DELETION)**

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, ~~189.4041~~, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

NEW SECTION 19.14

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date (“Future Applicable Law”), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority’s operations or that Party’s obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

NEW SECTION 19.15

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the “Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System” between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with

reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that: (a) the terms of any such agreement(s) contain a provision permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

REVISED SECTION 8.2.8 (AUTHORITY'S LEGAL COUNSEL)

8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee ("**Authority Counsel**"). The Authority ~~counsel~~ **Counsel** will have such duties as authorized by the Governing Board and serve at the pleasure of same. **No attorney or law firm may serve as the Authority Counsel if such attorney or law firm, or any other attorney within such attorney's law firm, is also: (a) serving as lead counsel for any Party (e.g., as a "City Attorney" for any Party or as County Attorney); (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party. Any agreement by which the attorney or law firm is retained must require that, if such attorney or law firm becomes ineligible to continue to serve as the Authority Counsel, the attorney or law firm (as applicable) must resign from the position as expeditiously as is permitted by the applicable rules regulating attorney conduct.**

NEW SECTION 19.16

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4.