

setting forth the nature of the alleged default. The defaulting party shall have sixty (60) days from receipt of the notice of default to cure the default, or, if the default cannot be reasonably cured within sixty (60) days, to commence to cure and thereafter diligently process such cure to completion. If a default is not satisfactorily cured in a timely manner, the non-defaulting party may call for mediation to resolve the default.

- C. If a dispute or default cannot be acceptably resolved through mediation or a party refuses to participate in mediation, this Agreement does not limit or preclude the parties from initiating appropriate legal action at law or in equity to seek redress.

#### **Section 10. Miscellaneous**

- A. Support of Agreement. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary to effect the purpose of this Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to vigorously defend this Agreement with the object of upholding its terms. The City and the Township shall each bear its own costs in any such proceeding challenging this Agreement or any of its terms except as provided in Section 4(E). In the event that the parties jointly retain one legal counsel, the parties shall each bear one-half (1/2) of the fees incurred.
- B. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. However, if the provisions set forth in Section 4(D) related to the