

SOLID WASTE DISPOSAL CAPACITY AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "NASSAU" and CAMDEN COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "CAMDEN".

WITNESSETH:

WHEREAS, NASSAU is obligated under Florida law to provide for the solid waste disposal needs of its residents, within both the unincorporated and incorporated area of Nassau County, Florida; and

WHEREAS, NASSAU will implement a procedure to provide for the collection of solid waste at a convenient center location at the existing solid waste landfill to collect solid waste from county residents who do not have access to curbside pickup; and

WHEREAS, NASSAU is seeking assurances that there will be a lawfully permitted and environmentally safer solid waste disposal facility available to NASSAU and those haulers serving the residents of Nassau County to properly dispose of solid waste generated within Nassau County; and

WHEREAS, CAMDEN owns and operates a solid waste disposal facility approved and certified by the State of Georgia and managed and operated by the CAMDEN COUNTY SOLID WASTE AUTHORITY, an authority established pursuant to Georgia Law, and CAMDEN desires to enter into this AGREEMENT to provide air space to NASSAU in the Camden County Landfill Solid Waste Disposal Facility pursuant to the terms and conditions set forth herein; and

WHEREAS, the Camden County Landfill Solid Waste Disposal Facility has capacity to provide for the solid waste disposal needs of the residents of Nassau County and NASSAU desires to enter into this AGREEMENT to assure NASSAU air space within the Camden County Landfill Solid Waste Disposal Facility upon the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree, as follows:

1. All of the recitals contained herein are true and correct.
2. CAMDEN hereby agrees to accept at its solid waste disposal facility all of the solid non-hazardous waste generated within Nassau County and transported to the Camden County Landfill Solid Waste Disposal Facility by NASSAU.

3. NASSAU shall pay to CAMDEN the rate of \$24.36 per ton of solid non-hazardous waste delivered by vehicles owned and operated by NASSAU. CAMDEN shall have the right to increase the above referenced rate in the amount of any direct charges imposed upon CAMDEN by state or federal environmental protection agencies having jurisdiction over its solid waste disposal facility. NASSAU shall pay to CAMDEN the amount billed monthly no later than the 15th day of each month for the waste accepted by CAMDEN that was delivered in the previous month. If any amount owing under this AGREEMENT is not paid when due, such amount will bear interest at the rate of 18% *per annum* from the due date thereof until it is paid. This provision will survive termination of this AGREEMENT. CAMDEN will levy annual increases to the price per ton starting July 01, 2020 through July 01, 2023. The increases will be as follows: July 1st, 2020 \$25.09 per ton, July 1st, 2021 \$25.72 per ton, July 1st, 2022 \$26.36 per ton, July 1st, 2023 \$27.02 per ton. CAMDEN reserves the right to levy fees beyond this period. CAMDEN shall have the right to pass on to NASSAU any other fees or changes in charges required by the state, federal or EPD agencies, these fees and changes in charges are considered pass through charges.
4. CAMDEN shall have the right to enter in agreements with independent solid waste haulers performing services within Nassau County in order to permit said haulers to disposal of solid non-hazardous waste generated within Nassau County and delivered to the Camden County Landfill Solid Waste Disposal Facility, upon terms and conditions negotiated between CAMDEN and independent hauler.
5. This AGREEMENT shall commence upon the approval by the lawful bodies, the parties hereto, as required by the laws of the State of Florida and the State of Georgia; upon the aforesaid approval of the AGREEMENT shall continue in effect until midnight of the tenth (10th) anniversary of the approval and acceptance date by the parties hereto. This AGREEMENT may be extended for a period of five (5) years upon the condition that NASSAU provide to CAMDEN a written notice of the intent to renew no later than 180 days prior to the tenth (10th) anniversary date. In the event CAMDEN does not intend to renew this AGREEMENT for the five (5) year renewal period Camden shall notify NASSAU by written notice of the intent not to renew AGREEMENT. If renewed, a written addendum is to be lawfully adopted and made part of this AGREEMENT.

6. NASSAU agrees that in consideration for entering this AGREEMENT with CAMDEN for the acceptance of solid non-hazardous waste from NASSAU and the solid waste haulers operating with Nassau County; that NASSAU shall utilize the Camden County Landfill Solid Waste Disposal Facility as NASSAU's primary solid waste disposal facility.
7. Nothing in this AGREEMENT shall be construed to require NASSAU or any solid waste hauler conducting business within Nassau County to deliver its solid waste to the Camden County Landfill Solid Waste Disposal Facility, nor shall NASSAU be obligated to mandate disposal of any solid waste generated within Nassau County at the Camden County Landfill Solid Waste Disposal Facility.
8. CAMDEN acknowledges and recognizes that NASSAU has made the decision to close its landfill in direct reliance upon CAMDEN agreeing to accept all of the solid non-hazardous solid waste generated within Nassau County, so that NASSAU may fulfill its statutory duties to its residents. As such, the parties hereto recognize the potential detrimental and impacts that material breaches of this AGREEMENT could have if CAMDEN refuses to accept waste from NASSAU pursuant to the provisions of this AGREEMENT.
9. NASSAU and CAMDEN recognize and agree that the successful implementation of this AGREEMENT is dependent upon good faith performance of their respective obligations. NASSAU and CAMDEN hereby warrant that each will exercise all reasonable actions necessary to promptly and efficiently carry out their responsibilities under this AGREEMENT and will cooperate with each other, as necessary, to assure the effective, continuous performance of each party's obligation as defined herein.
10. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Georgia, and shall be binding upon, and inure to the benefits of, the parties, their successors and assigns as provided by law. Each party hereto shall submit to service of process and the jurisdiction of the State of Georgia for any controversy or claim arising out of or relating to this AGREEMENT. Any action to interpret and/or enforce the terms of this AGREEMENT shall be filed in the State of Georgia with venue being proper in Camden County, Georgia. No remedy herein conferred upon any party is intended to be exclusive of any other legal remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party hereto of any right, power or remedy herein shall preclude any other further exercise thereof.

11. Neither NASSAU nor CAMDEN intends to directly or substantially benefit a third party by this AGREEMENT. Therefore, the parties hereto agree that there are no third party beneficiaries to this AGREEMENT and that no third party shall be able to assert a right or claim against either NASSAU or CAMDEN based upon this AGREEMENT.
12. Notices and other communications under this AGREEMENT shall be in writing and sent to each party at the addresses stated herein. In the event of a change of address as to which notice of change is given.

Notices to Nassau County, Florida shall be delivered by certified mail, courier service or hand delivered to:

Nassau County Manager
96135 Nassau Place, Suite 6
Yulee, Florida 32097

Notices to Camden County, Georgia shall be delivered by certified mail, courier service or hand delivered to:

Office of the County Administrator
Camden County Board of Commissioners
Courthouse Square, 4th Street; Government Services Building
(or mailed to P.O. Box 99)
Woodbine, Georgia 31569

13. This AGREEMENT may be amended only by an instrument in writing and lawfully approved and adopted by the political bodies hereto as required by law.
14. If any terms or provisions of this AGREEMENT, or the application thereof to any such term(s) or provision(s), is held to be invalid, the remainder of the terms or provision of the AGREEMENT or the application of such terms or provisions other than to the extent it is held invalid of such term(s) or provision(s), will not invalidate the remainder of the terms or provisions of this AGREEMENT.
15. Both parties agree and understand that this AGREEMENT is subject to the OPEN RECORDS/OPEN MEETINGS laws of both the State of Florida and the State of Georgia.

16. This AGREEMENT contains the entire understanding of the parties hereto with respect to the subject matter herein stated and supersedes all prior discussions, negotiations, understandings either oral or written agreements relating thereto, all of which are merged herein.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed and lawfully adopted by their Political Bodies as provided by the laws of the states in which they are lawfully established.

SIGNATURE PAGES ARE ATTACHED HERETO AND INCORPORATED HEREIN FOR ANY AND ALL PURPOSES AS PROVIDED BY LAW.

SIGNATURE PAGE OF NASSAU COUNTY, FLORIDA

The Solid Waste Disposal Capacity Agreement entered between Nassau County, Florida and Camden County, Georgia having come before the Board of Commissioners of Nassau County, Florida in a lawfully scheduled meeting and having been approved and adopted as provided by law and spread upon the official minutes of Nassau County, Florida.

Adopted on the _____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA

BY: _____
CHAIRMAN

ATTEST:

BY: _____
CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

BY: _____
Nassau County Attorney

SIGNATURE PAGE OF CAMDEN COUNTY, GEORGIA

The Solid Waste Disposal Capacity Agreement entered between Nassau County, Florida and Camden County, Georgia having come before the Camden County Board of Commissioners of the State of Georgia in a lawfully scheduled meeting and having been approved and adopted as provided by law and spread upon the Official Minutes of Camden County, Georgia.

Adopted on the _____ day of _____ 2020.

CAMDEN COUNTY BOARD OF COMMISSIONERS
CAMDEN COUNTY, GEORGIA

BY: _____
CHAIRMAN

ATTEST:

BY: _____
COUNTY CLERK

COUNTY SEAL: