

**SOLID WASTE DISPOSAL CAPACITY AGREEMENT**

**THIS AGREEMENT**, entered into this 15 day of September, 2009, 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 areas of Nassau County, Florida; and

**WHEREAS**, NASSAU has operated its own solid waste landfill for many years, thereby providing for the solid waste disposal needs of its residents; and

**WHEREAS**, NASSAU desires to cease operations at its existing landfill but still provide for solid waste disposal needs of its residents; 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 safe 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 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, up to a total amount of 450 tons per day.
3. NASSAU shall pay to CAMDEN the rate of \$23.45 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 15<sup>th</sup> 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 an 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 reserves the right to levy annual Consumer Price Index (CPI) increase to the price per ton on each anniversary date of this AGREEMENT. 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 dispose 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 the AGREEMENT shall continue in effect until midnight of the tenth (10<sup>th</sup>) 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 (10<sup>th</sup>) 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, up to 450 tons per day, 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 or 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 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 the change is given.

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

Nassau County Coordinator  
96169 Nassau Place  
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, 4<sup>th</sup> 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) other than to the extent it is held invalid, 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 PARTES 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.**

*The remainder of this page is blank:*

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 16th day of September 2009.

BOARD OF COUNTY COMMISSIONERS OF  
NASSAU COUNTY, FLORIDA

BY: 

CHAIRMAN Barry V. Holloway

ATTEST:

BY: 

CLERK

John A. Crawford

*EBH*  
*9/17/09*

APPROVED AS TO LEGAL SUFFICIENCY:

BY: 

David A. Hallman  
Nassau County Attorney

SIGNATURE PAGE OF THE CAMDEN COUNTY SOLID WASTE AUTHORITY  
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 Solid Waste Authority of Camden County, Georgia in a lawfully scheduled meeting and having been approved and adopted as provided by law and spread upon the Official Minutes of the Camden County Solid Waste Authority of Camden County, Georgia. The aforesaid AGREEMENT is hereby forwarded to the Camden County Board of Commissioner with the recommendation that the AGREEMENT be approved by the Camden County Board of Commissioners.

Approved on the 15 day of September 2009.

CAMDEN COUNTY SOLID WASTE  
AUTHORITY OF CAMDEN COUNTY, GEORGIA

BY: Katherine Lisa Zee  
CHAIRMAN

ATTEST:

BY: Kathryn Anne Bishop  
SECRETARY/CLERK

SEAL:

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 15 day of September 2009.

CAMDEN COUNTY BOARD OF COMMISSIONERS  
CAMDEN COUNTY, GEORGIA

BY: Dawson  
CHAIRMAN

ATTEST:

BY: Kathryn Anna Bishop  
COUNTY CLERK

COUNTY SEAL: