

MEMORANDUM OF AGREEMENT RELATING TO SOLID WASTE SERVICES

THIS MEMORANDUM OF AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County and City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, on or about March 5, 2015, the Parties entered into an Interlocal Agreement for the Exchange of Solid Waste Services whereby the Parties agreed to cooperatively provide collection services for up to ten (10) County neighborhood clean-up events on an annual basis; and

WHEREAS, in accordance with the terms provided herein, the Parties have agreed to conduct four (4) additional neighborhood clean-up events during the current calendar year; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and City agree as follows:

Article 1 **Purpose**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The purpose of this Agreement is to establish the terms and conditions whereby the County and City shall cooperatively conduct four (4) additional Neighborhood Clean-up Events during the current calendar year.

Article 2 **Responsibilities of Parties**

2.1 During the current calendar year, the City shall provide collection services for four (4) additional Neighborhood Clean-up Events (hereinafter referred to collectively as the "Events") within the unincorporated areas of Escambia County. The City will provide collection services for a minimum of 1200 homes per event. Waste collected by the City during the Events will include yard trash and bulky waste but will not include hazardous waste or waste generated as a result of a natural disaster. The waste collected during the Events shall be disposed of by the City at the Escambia County Perdido Landfill facility at no cost to the City.

2.2 Yard trash and bulky waste delivered to the Escambia County Perdido Landfill facility pursuant to this Agreement will not contain any non-conforming materials or excluded waste, including, but not limited to, construction and demolition debris, hazardous materials, wastes, or substances, toxic substances, wastes, or pollutants, contaminants, infectious waste, flammable

substances, explosives, medical waste, radioactive waste, sewage, or other special waste that requires special handling or disposal procedures or has the possibility of adversely affecting the facility. The County has the right, in its sole discretion, to refuse or to reject, at any time, any non-conforming materials or excluded waste delivered to the Escambia County Perdido Landfill facility.

2.3 In exchange for the collection services provided by the City as described in section 2.1, the County agrees to provide the City with a credit in the amount of \$36,800.00 toward the City's landfill tip fees for waste disposal at the Escambia County Perdido Landfill facility. The credit will be applied upon the completion of the Events.

Article 3 **General Provisions**

3.1 Effective Date; Termination. The effective date of this Agreement shall be on the date last executed by the Parties. Either Party may terminate this Agreement without cause upon providing fourteen (14) calendar days prior written notice to the non-terminating Party. If the Agreement is terminated before completing the Events, the City will receive a credit toward the City's landfill tip fees in a prorated amount of \$9,200 per event performed in excess of ten (10) pursuant to this Agreement prior to the date of termination.

3.2 Liability. The Parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other Party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

3.3 Records: The Parties acknowledge that this agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this agreement.

3.4 Assignment: This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by either Party without prior written consent.

3.5 All Prior Agreements Superseded:

a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.6 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival: All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this Agreement shall survive it.

3.8 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

3.9 Interpretation: For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If either Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other Party and request clarification of its interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

3.10 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

3.11 Further Documents: The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.12 Notices: All notices required by the Agreement to be given by one Party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

COUNTY

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

CITY

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this section.

3.13 No Waiver: The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CITY OF PENSACOLA, a Florida Municipal
Corporation

By: _____
Grover C. Robinson, IV, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

Approved as to form and execution:

By: _____
City Attorney

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 07-30-2020