

INTERGOVERNMENTAL AGREEMENT
FOR
YARD DEBRIS AND WASTE DISPOSAL

THIS INTERGOVERNMENTAL AGREEMENT FOR YARD DEBRIS AND WASTE DISPOSAL (hereinafter the "Agreement" or the "Contract"), made and entered into as of the ____ day of December, 2008, by and between the CITY OF METTER, GEORGIA, a municipal corporation of Candler County, Georgia (hereinafter, the "City"), and CANDLER COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter, the "County"), each individually referred to herein as a "party" and both mutually referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the City will collect yard debris and waste within its municipal limits, and the City needs appropriate facilities to accept the disposal of said yard debris and waste; and

WHEREAS, the County operates and maintains a suitable facility for the disposal of said yard debris and waste; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution provides that, "[t]he state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide[;]" and

WHEREAS, Article IX, Section II, Paragraph III(a)(2) of the Georgia Constitution provides that, "any county, municipality, or any combination thereof may exercise the following powers and provide the following services: . . . (2) Garbage and solid waste collection and disposal."

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and County DO HEREBY AGREE, as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are made a part of this Agreement as if fully set forth herein.
2. Contract Period and Renewal Provision. The initial Contract Period shall begin on December 1, 2008 and end on September 30, 2009. The Contract shall automatically renew

for a subsequent Contract Period of one additional (1) year beginning on October 1, 2009, and ending on September 30, 2010, unless one party notifies the other party in writing in accordance with Paragraph Seven (7) below at least forty (45) days prior to the end of the current Contract Period that the party desires to terminate the Contract.

3. a. Acceptance of Yard Debris and Waste. The County shall accept all yard debris and waste, as defined in Paragraph 3.b., transported to the landfill site located on Landfill Rd. in the County during normal business hours. The City shall deliver said yard debris and waste in the normal collection and transporting units used in the collection and disposal of yard debris and waste provided the units are covered.

b. Yard Debris and Waste. Yard debris and waste includes leaves, brush and grass clippings; shrub and tree prunings; discarded Christmas trees; nursery and greenhouse vegetable residuals; and vegetative matter resulting from landscaping development and maintenance that is produced on properties within the collection area for the City specifically excluding, but not limited to, items such as stone, cement, rock, paper, plastic, bailing wire, tools, asphalt, treated lumbers or timbers, metal, and any other such items that may be likely to produce leachate of environmental concern.

4. a. Contract Amount. In return for the County accepting for disposal said yard debris and waste in accordance with the terms contained herein, the City shall compensate the County based on the amount of yard debris and waste accepted on a per ton (per two thousand pound) rate, i.e. the Contract Amount, of seventeen dollars per ton (\$17.00/ton). The County shall make a good faith determination of its ability to perform under this contract for less than the aforementioned Contract Amount if and when the amount of yard debris and waste delivered by any and all deliverers of yard debris and waste to said landfill site exceeds six thousand (6,000) tons per year; upon such determination, the County shall lower the Contract Amount accordingly.

b. Total Tonnage Determination. The weight of each delivery of yard debris and waste shall be measured and accounted for by the County in accordance with normal business practices and with the precision allowable by the measuring capabilities at said landfill site. The Total Tonnage will be obtained at the end of each month by the summation of the weights of each individual delivery during the month.

5. Billing and Payment. The County shall provide a statement to the City each month detailing the deliveries of yard debris and waste accepted by the County for the prior month, including the date and tonnage of each delivery and the Total Tonnage for the month. The City shall compensate the County based on the Total Tonnage for the prior month multiplied by the Contract Amount for that Contract Period. The City shall tender payment within ten (10) business days of receipt of said statement.

6. Unauthorized Waste. In the event the County determines that City has delivered unauthorized waste, the City shall be required to separate and remove the unauthorized waste at its expense. The County shall sign off approving or disapproving of the waste being disposed of by the City at the time of delivery. The County reserves the right to terminate this Agreement if

the City, after reasonable notice and opportunity to cure, continues to deliver waste that is not proper under this Agreement for disposal.

7. Contract Termination. The City or the County may terminate this contract by providing notice in writing to the other party at least forty-five (45) days prior to the proposed termination date.

8. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and all understandings, representations, agreements between them. Each party warrants to the other that no agent, officer, employee, attorney or other representative of either has made any representation or statement, nor are there any other agreements or understandings between or among any of the Parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

b. Further Documents. The Parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the Parties to this Agreement.

c. Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement.

d. Governing Law. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

e. Captions. All captions, headings, Section, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

f. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

g. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

h. Modifications. All modifications or changes to the contract shall be in writing.

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under seals as of the day and year first above written.

CITY OF METTER, GEORGIA



William M. Trapnell, Mayor

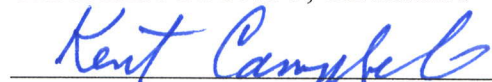
ATTEST:



Angela O. Conner, City Clerk

[SEAL]

CANDLER COUNTY, GEORGIA



Kent Campbell, Chairmen
Candler County Board of Commissioners

ATTEST:



Doris Strickland, Clerk

[SEAL]