

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is entered into between the CITY OF JACKSONVILLE , a body politic and corporate (“Jacksonville”), and the CITY OF NEPTUNE BEACH, a body politic and corporate (“Neptune Beach”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, in 1998, the Parties entered into an agreement to amend the 1982 Interlocal Agreement; and

WHEREAS, the 1982 Interlocal Agreement and the 1998 Amendment shall continue in effect until a new Interlocal Agreement is entered into between the Parties; and

WHEREAS, the Parties agreed previously that if Jacksonville imposed a uniform solid waste processing and disposal fee (“uniform fee”) against residential premises, Neptune Beach would be required to pay solid waste processing and disposal fees (“tipping fees”); and

WHEREAS, a dispute arose between the Parties as to whether or not Jacksonville had imposed a uniform fee; and

WHEREAS, Jacksonville claims that Neptune Beach owes past due residential, commercial and other applicable tipping fees; and

WHEREAS, the Parties want to resolve their differences and settle all existing disputes between them relating to tipping fees;

NOW THEREFORE, in consideration of the premises, mutual covenants and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. The Parties represent and warrant to each other the accuracy of the foregoing recitals, which are incorporated herein.

2. This Agreement constitutes a settlement and release of all disputed claims relating to tipping fees and is being entered into to avoid litigating those claims. No Party to this Agreement admits any liability to the other Party with respect to any such claim or any other matter. Therefore, this Agreement is not to be and shall never be construed or deemed an admission or concession by either of the Parties hereto of liability or culpability at any time for any purpose concerning any claims being settled and released, or any other matter.

3. The Parties agree that Jacksonville has imposed a uniform solid waste processing and disposal fee, and paragraph (2-A) of the 1982 Interlocal Agreement is terminated.

4. Neptune Beach shall pay Jacksonville, within sixty days of the effective date of this Agreement, \$385,000 for past due residential, commercial, and other applicable tipping fees owed through December 31, 2015.

5. Beginning January 1, 2016, Neptune Beach shall pay all residential, commercial and other applicable tipping fees.

6. Paragraph 4 of the 1998 Amendment is amended, and there is no longer any free landfill disposal for waste generators located within Neptune Beach.

7. As for the tipping fees due from January 1, 2016, until the execution of this Agreement, Jacksonville will provide invoices for the total amounts due and payable, which amounts will be based upon the City's solid waste scale house tonnage records. Neptune Beach shall pay all invoiced amounts within thirty days of receipt of invoices.

8. This Agreement may be executed in counterparts with each such counterpart being considered an original. In addition, a facsimile or scanned and emailed copy of a Party's signed Agreement shall be effective as an original.

9. If any part of this Agreement is found to violate the law, then that part shall be stricken with the remainder of this Agreement to survive intact, if practicable, provided that the rights and obligations of the Parties are not materially prejudiced, that the intentions of the Parties can continue, and that no provision stricken is the essence of the Agreement.

10. This Agreement shall be construed and enforced pursuant to the law of the State of Florida. With respect to any dispute arising out of or related to the Agreement, each Party subjects itself to the exclusive jurisdiction of the Court in Florida and likewise agrees the exclusive venue shall be the state courts in Duval County, Florida.

11. The language of this Agreement shall be construed as a whole, according to its fair meaning and intention, and not strictly for or against either Party, regardless of who drafted or was principally responsible for drafting the Agreement or any specific term or condition hereof. This Agreement shall be deemed to have been drafted by both Parties.

12. Each Party warrants that no promise, inducement, or agreement not expressed herein has been made in connection with this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces all prior negotiations or proposed agreements, written or oral.

13. The Parties represent and warrant to each other that they are duly authorized by the respective governments of Jacksonville and Neptune Beach to sign this Agreement and that neither Party sold, pledged, hypothecated, assigned or transferred any of the claims released within this Agreement.

14. Each Party shall bear its own costs and attorney fees incurred in connection with this Agreement and the above-referenced cause, and each Party waives the right to make a claim against the other for such costs, attorney fees or any other expenses associated with the matters being settled herein.

15. This Agreement shall inure to the benefit of and shall be binding upon each of the Parties herein and its respective agents, representatives, executors, administrators, trustees, personal representatives, partners, directors, officers, shareholders, agents, attorneys, insurers, employees, representatives, predecessors, successors, heirs and assigns.

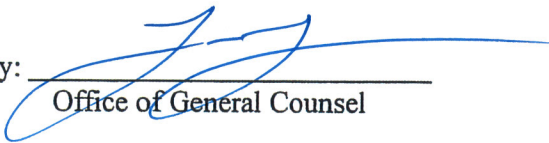
16. The provisions herein are not intended for the benefit of any third party, but solely for the Parties to this Agreement.

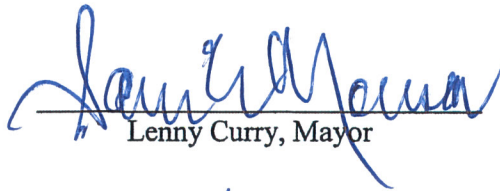
17. The effective date of this Agreement shall be on the last date in which this Agreement is signed by either Party.

IN WITNESS WHEREOF, the Parties by their respective signatures hereby execute this Agreement and agree to be bound by the same.

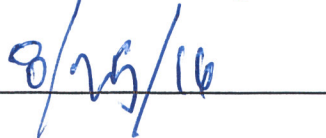
CITY OF JACKSONVILLE

Form Approved:

By: 
Office of General Counsel


Lenny Curry, Mayor

Attest: 
James R. McCain, Jr.
Corporation Secretary

Date: 



Sam E. Meusa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

CITY OF NEPTUNE BEACH

Form Approved:



Patricia W. Kurbach
City Attorney



Harriet Pruetto, Mayor

Attest: 

Andrew Hyatt
City Manager

Date: 8 June 2016