

INTERGOVERNMENTAL AGREEMENT

BETWEEN

AUGUSTA, GEORGIA

AND

BURKE COUNTY, GEORGIA

1. Parties: This Intergovernmental Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Augusta, a political subdivision of the State of Georgia, acting by and through the Augusta Environmental Services Department (hereinafter referred to as "Augusta"), and Burke County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Burke County").
2. Purpose: The purpose of this Agreement is to establish the terms and conditions under which Augusta shall permit Burke County to utilize the Augusta Landfill located at 4330 Deans Bridge Rd, Blythe, Georgia for the disposal of waste generated within the incorporated areas of Burke County.
3. Terms: This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in effect until June 30, 2028. This Agreement may be terminated, without cause, by either Party upon thirty (30) days written notice, which notice shall be delivered by hand or by mail to the address listed in Section 6 below.
4. Payment: The Parties agree that that Augusta shall allow Burke County to dispose of its waste in the Augusta Landfill at the non-profit rate of thirty dollars and ten cents (\$30.10) per ton. Augusta shall provide an invoice to Burke County on a monthly basis. Burke County shall remit payment to the Augusta Environmental Services Department for the invoiced amount within thirty (30) days of receipt of the invoice.
5. General Provisions
 - A. Amendments. Any Party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement, which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all Parties to this Agreement.
 - B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia.
 - C. Authority Granted and Chain of Command. The Burke County Administrator and the Augusta, Georgia Administrator, acting through the Augusta Engineering & Environmental Services Department Director, are authorized to coordinate the planning, exercise, execution and operation of the terms of this Agreement. Unless otherwise provided by law, ordinance, resolution, or this Agreement, the above-mentioned individuals do not have the authority to commit funds of either governing body without proper approval thru their respective organizations.

- D. Entirety of Agreement. This Agreement consists of the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
 - E. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in effect, and either Party may renegotiate the terms affected by the severance.
 - F. Sovereign Immunity. Augusta and Burke County, and their respective governing bodies do not waive any sovereign immunity by entering into this Agreement. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
 - G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement; to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement; or to bring an action for the breach of this Agreement.
6. Notices. Any notice require to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered, or made only if personally delivered or if sent by Federal Express or other comparable commercial overnight service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it or each other Party from time to time by written notice), and shall be deemed to have been given, rendered, or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

If to Augusta: Augusta, Georgia
Office of the Mayor
535 Telfair Street, Suite 200
Augusta, Georgia 30901

With copy to: Augusta, Georgia
Office of the Administrator
535 Telfair Street, Suite 910
Augusta, Georgia 30901

Augusta Engineering & Environmental Services Department
4330 Deans Bridge Road
Blythe, Georgia 30805

If to Burke County: Burke County Board of Commissioners
P.O. Box 89
Waynesboro, GA 30830

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein. The effective date of this Agreement is the date of the signature last affixed to this page.

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Date

Attest: _____
Lena J. Bonner, Clerk of Commission

BURKE COUNTY, GEORGIA

Terri Lodge Kelly
Terri Lodge Kelly, Chairman

2/13/24
Date

Attest: Merv Waldrop
Merv Waldrop, Clerk



EXHIBIT A**Augusta Solid Waste Landfill Waste Disposal****Rates Effective April 1, 2023**

WASTE TYPE	PRICE	UNIT OF MEASURE
WASTE AND RECYCLING FEES		
Municipal Solid Waste & Special Waste		
0 to 1,999 Ton Per Month	\$40.30	Per Ton
2,000 to 3,999 Ton Per Month	\$36.30	Per Ton
4,000 to 7,999 Ton Per Month	\$33.30	Per Ton
Greater than 8,000 Ton Per Month	\$30.30	Per Ton
Non-Profit MSW	\$30.10	Per Ton
Construction & Debris	\$32.70	Per Ton
Inert Waste	\$22.40	Per Ton
Asbestos	\$25.80	Cubic Yard
Tires 17 inches or smaller	\$3.00	Each Tire
Tires Larger than 17 inches	\$8.00	Each Tire
Tires by the Truck Load	\$180.00	Per Ton
Loads Weighting <u>Less Than 6,000 lbs.</u>	\$5.00	Occurrence
Recycling - Free	\$0.00	Per Ton
3 Household Bags or Less	No Charge	Occurrence