

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF DORAVILLE, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia and the City of Doraville, Georgia.

WHEREAS, DeKalb County, Georgia (“County”) is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Doraville (“City”) is a municipality created under the laws of the State of Georgia and located in DeKalb County, Georgia; and

WHEREAS, the Georgia Solid Waste Management Act (“SWMA”) at O.C.G.A. § 12-8-31.1(a) requires each city and county in Georgia to develop or be included in a comprehensive Solid Waste Management Plan (“SWMP”) that conforms to the procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens receive Solid Waste Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined herein, in accordance with its SWMP and currently provides Solid Waste Management Services to unincorporated DeKalb County and municipalities located in the County; and

WHEREAS, the City desires to be and is a part of the County’s SWMP; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

WHEREAS, it is a valid function of municipal government and the City under the Service Delivery Strategy shall continue to retain direct responsibility for the collection of refuse and recycling programs; however, desires to establish an agreement whereby the City shall pay the County to provide Solid Waste Management Services pursuant to this Intergovernmental Agreement;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

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ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

ARTICLE 2
DEFINITIONS

For purposes of the Agreement, the following terms shall be defined as:

2.1 **Bulky Items** means all large trash items that cannot fit in garbage roll carts such as: furniture; chairs and tables; couches, loveseats, futons; mattresses and box springs; lawn furniture and lawn mowers (gas and oil must be removed prior to placing at the curb); grills (no propane tanks); microwave ovens; toys, bicycles, and playground equipment; hand held tools and accessories; toilets and televisions or similar items.

2.2 **Commercial Establishment** means any business, commercial use, hotel, motel, apartment house, rooming house, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums. Commercial Entity(s) for convenience of wording may be used interchangeable with the term Commercial Establishment.

2.3 **Commercial Refuse** means waste material from industrial processes, manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.4 **Garbage** means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.5 **Refuse** means Garbage, Rubbish or Commercial Refuse.

2.6 **Rubbish** means wastepaper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.7 **Solid Waste** means any garbage or refuse and as defined by Chapter 22 of the Code of DeKalb County, as Revised 1988; any garbage or refuse; sludge from a waste-water treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and community activities, but does not include recovered materials; post-use plastics and nonrecycled feedstock that are subsequently processed using a pyrolysis or gasification to fuels and chemicals process; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation

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return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923), and as defined by O.C.G.A. § 12-8-22 as may hereafter be amended.

2.8 **Solid Waste Management Services** includes collection, transportation and disposal of Solid Waste from residences, Commercial establishments and other Special Services as described in this section.

**ARTICLE 3
TERM OF AGREEMENT**

The term of the Agreement is for a minimum of one year, commencing January 1, 2020 at 0000 hours through 2400 hours on December 31, 2020. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of ten (10) years, unless previously terminated in accordance with the termination provisions of this Agreement.

**ARTICLE 4
COMPENSATION AND CONSIDERATION**

4.1 The City shall take all steps necessary to comply with and remain a part of the County's SWMP, as requested by the County.

4.2 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City and County agree to a fee schedule for residential services as stated in Sections 4.2.A through 4.2.C below and by separate agreement between commercial customers and the County as stated below in Section 4.3.

4.2.A The City agrees that the County shall impose and collect from the City on an annual basis fees in a manner consistent with the fees imposed and collected from the residential customers in the unincorporated area of the County and other municipalities to which it provides such solid waste services through an Intergovernmental Agreement.

4.2.B The City shall remit upon invoice, allowing for net thirty (30) day payment schedule, the full amount of such invoice for residential services. The County shall bill the City on an annual basis, but not before November 30th of each calendar year, and be responsible for the collection of any service fees imposed on residents requesting special non-base covered services in the amount established, published and distributed publicly to the residents and the City in Exhibit I attached hereto the Intergovernmental Agreement or as duly amended in the future.

4.2.C For the first year of this Intergovernmental Agreement, commencing January 1, 2020 through December 31, 2020, the fee for base residential services shall be \$265 per year, per residential unit for once per week regular refuse collection and recycling program services. This residential rate shall continue unless and until the County shall adjust such rate in the unincorporated areas and all other cities to which it provides solid waste

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management services. The County retains the right at its sole discretion to increase its base fees in subsequent years. In the event the County determines it will increase such base service fee, it shall notify the City in writing by September 1 of the preceding year and the City shall retain the right to execute a competitive procurement process and may exercise its rights under Article 13, Termination and Remedies provision of this Intergovernmental Agreement.

4.3 The County shall be the sole provider for all commercial solid waste collection services, including garbage and recycling within the City through separate agreements that it shall enter into with each commercial entity.

The County agrees that commercial customers and commercial establishments shall be charged fees at the same rate for similar services and in the same manner as such fees are imposed and collected within the unincorporated portion of the County.

Commercial establishments shall be provided collection services one to six times per week, to be determined by the commercial establishments. Commercial establishments shall also be provided commercial recycling services one to five times weekly, the timing and the fees for such services to be agreed-upon and determined by and between the commercial establishments and the County.

The County shall ensure an orderly amount of time to transition and a process that does not interfere or interrupt before the verified termination date of any currently existing contracts between City located commercial entities and its private solid waste management contractors.

The City shall provide the County based on the issuance of Occupational Tax Licenses with all commercial establishments within the City, but the City shall not be party to or responsible for agreements between the County and commercial entities.

**ARTICLE 5
PUBLIC WORKS DIRECTOR**

The County Sanitation Director or their designee shall direct and manage the Solid Waste Management Services provided by the County under this Agreement.

**ARTICLE 6
SERVICES**

6.1 During the term of this Agreement, the County shall provide Solid Waste Management Services to the City to be identical to the services provided in unincorporated areas of the County and other municipalities within the County, with the same costs and fees charged in the unincorporated areas of the County unless otherwise changed pursuant to this Agreement.

All calls, complaints and inquiries from City residential property owners and commercial establishments related to Solid Waste Management Services shall be handled by the

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County in a timely manner. The County shall meet at least quarterly to review complaints, inquiries and other communications with residents to identify developing trends, public awareness campaigns and other ways to continuously evaluate and enhance services and ways to successfully implement the Dekalb County SWMP as it relates to the City of Doraville.

The County will be responsible for conducting all formal public education programs and outreach related to the solid waste management. The County will provide all public education/information materials to the City for review and concurrence prior to the information being distributed by the County to City residents. Such materials will be translated into several languages. Further, the County may implement a comprehensive, ongoing public education program promoting recycling and reduction of waste, targeted at meeting the County's waste reduction and diversion goals.

The City Manager and the County Sanitation Director agree to communicate and mutually evaluate the cost and benefit of additional recycling options. The County is not obligated to provide additional recycling services outside the terms of this Agreement, or as otherwise amended.

6.2 Residential customers shall be provided once weekly curbside garbage collection, including backdoor service for medically eligible residents. For residential customers only, the solid waste services the County provides shall include: once a week yard waste pick-up and appliance and Bulky Items. **Bulky Items** means all large trash items that cannot fit in garbage roll carts such as: furniture; chairs and tables; couches, loveseats, futons; mattresses and box springs; lawn furniture and lawn mowers (gas and oil must be removed prior to placing at the curb); grills (no propane tanks); microwave ovens; toys, bicycles, and playground equipment; hand held tools and accessories; toilets and televisions or similar items. Pick up of Bulky Items need not to be arranged by call or scheduled in advanced. Bulky Items shall be picked up by the trash truck or another truck without prior call in. Special collection services are provided for a fee to residents to properly dispose of tires, uncontainerized/ improperly prepared yard waste, construction and demolition materials; rocks, dirt, concrete, wood, metal fences, decking and other materials not identified. These special items are collected using specialized vehicles, and are not included in annual residential sanitation assessment fees. Once special collection service requests have been submitted, the field collection team will visit the site to complete an assessment for determining the appropriate collection fee. A notice advising of this fee will be left at the customer's location. Once the fee has been paid, it will take approximately 7-10 business days to complete the special collection request. For scheduling, please contact the Sanitation Division's customer service team at (404) 294-2900. However, certain items such as tires and construction debris require prior scheduling and a special fee. Also, once a week single stream residential subscription recycling service; recycling in City office buildings and facilities; fee-based special and bulky material collection and dead animal collection as set by the County; and glass recycling by drop-off only at specific recycling locations designated by the County and found on the County's Sanitation website (hereinafter, collectively "Residential Services"). As a service to the public, generally, the County shall also collect mixed paper recycling from drop off sites at various County libraries and fire stations as designated by the County.

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6.3 At all times during the term of this Agreement, the City agrees to remain in and comply with the Solid Waste Management Plan (“SWMP”) managed by the County and conform to the procedures promulgated by the Georgia Department of Community Affairs (the “DCA”) and as provided by the Georgia Solid Waste Management Act (the “SWMA”), O.C.G.A. § 12-8-31.1 et seq.

6.4 The County agrees at no additional cost than the normal annual fee per residential unit to work collaboratively with the City to provide a special bagging or other agreed upon arrangement rather than use of the standard cart in the Aspen Woods neighborhood. The City shall be responsible for initiating the discussion with the County of alternatives and together the City and County shall determine the most feasible cost-effective solution.

**ARTICLE 7
EQUIPMENT**

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

**ARTICLE 8
AUTHORITY TO ENFORCE THE COUNTY’S APPLICABLE
SOLID WASTE, COLLECTION AND DISPOSAL CODE**

8.1 Solid Waste Code Enforcement: The City, in collaboration with the County, will be responsible for clearly communicating to its residents, the requirements for proper set-out and pick-up times, the placement of the carts, proper cart or bagging and all other regulations in the Code of DeKalb County, as Revised 1988, and the City Solid Waste Management ordinances.

Using its Code Enforcement Division of the Department of Community Development, the City shall be responsible for enforcement of the regulations. The County shall notify the City of any violations it observes or it experiences as an impact on the delivery of the County solid waste services to the City; and the City shall promptly address such issues with the responsible residents or property owners.

8.2 County personnel assigned to the City shall still be deemed an employee of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

8.3 On or before the last day of the month following the effective date, the City will adopt solid waste management ordinances that are no less stringent and are as broad in scope as Attachment “A”, the Code of DeKalb County, Georgia, Article I, Chapter 22, as hereinafter amended, attached hereto and incorporated by reference, (hereinafter referred to as the County’s Solid Waste Management Ordinances). If the City does not enact amendments at least as stringent as those adopted by the County and consistent with the requirements of the SWMA and the SWMP within 60 days of the County’s enactment, this Agreement will immediately terminate with no further action required of the County.

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If the City does not enact solid waste management ordinances at least as stringent as the County's solid waste management ordinances, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) to the City Manager at least 60 days or as soon as practicable prior to the County's enactment.

**ARTICLE 9
EMPLOYMENT STATUS**

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

**ARTICLE 10
RECORDKEEPING AND REPORTING**

The County Public Works Department is the central repository for all Solid Waste and related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities the County conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 11
CITY – COUNTY RELATIONS**

The County Public Works Department Director shall be the County's main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

**ARTICLE 12
TRANSITION**

The County and City agree that 180 days prior to the 10th year end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

**ARTICLE 13
TERMINATION AND REMEDIES**

After December 31, 2020, the City or the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The County or City may terminate this Agreement for convenience provided that the County or

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City shall give the other party 180 days' written notice of termination. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 14
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate electronic notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
 1300 Commerce Drive
 Maloof Building, 6th Floor
 Decatur, Georgia 30030

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

If to the City: City Manager
 City of Doraville
 3725 Park Avenue
 Doraville, GA 30340

With a copy to: City Attorney
 City of Doraville
 3725 Park Avenue
 Doraville, GA 30340

**ARTICLE 15
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

**ARTICLE 16
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 17
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject

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matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 19
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 20
COUNTERPARTS**

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXHIBIT A

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This _____ day of _____, 2019.

DEKALB COUNTY, GEORGIA

MICHAEL L. THURMOND
Chief Executive Officer

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

TRACY A. HUTCHINSON
Director of Sanitation

MARIAN C. ADEIMY
Assistant County Attorney

CITY OF DORAVILLE, GEORGIA

_____ (SEAL)
DONNA PITTMAN
Mayor

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

REGINA V.K. WILLIAMS-GATES
City Manager

CECIL MCCLENDON
City Attorney

ATTEST:

RAQUEL D. GONZALEZ
City Clerk