

**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (“Agreement”) is entered into between the following parties (“the Parties”): the CITY OF JACKSONVILLE (“Jacksonville”) and the CITY OF ATLANTIC BEACH (“Atlantic Beach”), both political subdivisions of the State of Florida.

**RECITALS**

**WHEREAS**, in 1995, the Parties entered into an agreement to amend the 1982 Interlocal Agreement; and

**WHEREAS**, the 1982 Interlocal Agreement and the 1995 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, Atlantic Beach would be required to pay solid waste processing and disposal fees (“tipping fees”); and

**WHEREAS**, the Parties disputed until this time, whether or not a uniform fee was imposed; and

**WHEREAS**, the Parties want to resolve their differences and reach an end and settlement for all existing disputes between them relating to the claims of tipping fees; and

**WHEREAS**, Jacksonville claims past due residential and sludge tipping fees are owed; and

**WHEREAS**, Atlantic Beach has been paying the required portion of commercial tipping fees.

Doc # 2015056216, OR BK 17093 Page 2147.  
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Ronnie Fussell CLERK CIRCUIT COURT DUVAL  
COUNTY  
RECORDING \$52.50

## AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing, with the following agreements, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. The Parties represent and warrant to each other the accuracy of the foregoing recitals, which are incorporated by reference 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 any 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. Atlantic Beach shall pay Jacksonville, within sixty days of the effective date of this Agreement, \$322,709 for past due residential and sludge tipping fees from October 1, 2011 to May 31, 2014.
5. Beginning June 1, 2014, Atlantic Beach shall pay residential, commercial, and other applicable tipping fees.

6. Paragraph 4 of the 1995 Amendment is amended, and there is no longer any free landfill disposal of garbage and refuse for waste generators located within Atlantic Beach.
  
7. The Parties agree that sludge tipping fees include service to citizens of both Jacksonville and Atlantic Beach. Understanding the practical difficulties in determining what portion of sludge is attributable to each city, the Parties agree that beginning June 1, 2014, Atlantic Beach shall pay one-half, or fifty percent (50%), of the sludge tipping fees. All sludge tipping fees owed from June 1, 2014 that remain unpaid prior to the effective date of this Agreement shall be paid to Jacksonville within sixty days of the effective date of this Agreement.
  
8. The Parties acknowledge that similar disputes are not yet resolved with respect to claimed tipping fees by Jacksonville for the City of Neptune Beach ("Neptune Beach"). The Parties agree that if or when the tipping fees disputes are resolved with Neptune Beach, if any category of tipping fees (e.g. residential, commercial or sludge) is less than the rate offered in this Agreement, Jacksonville shall reimburse Atlantic Beach the actual difference between the rates.
  
9. Jacksonville has paid past due yard waste tipping fees owed to Advanced Disposal Services Jacksonville, LLC for the time period of October 2011 through September 2012 for Atlantic Beach yard waste.

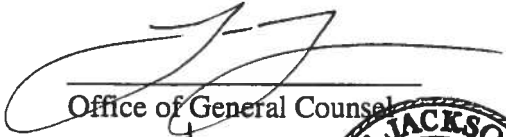
10. This Agreement may be executed in counterparts with each such counterpart being considered an original. In addition, a facsimile or scanned and emailed copy of a Party's signed Agreement shall be effective as an original.
11. If any part of this Agreement is found to violate the law, then that part 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.
12. 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.
13. The language of this Agreement shall be construed as a whole, according to its fair meaning and intention, and not strictly for or against any 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 all Parties.
14. 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.
15. The Parties represent and warrant to each other that they are duly authorized by the respective governments of Jacksonville and Atlantic Beach to sign this Agreement and


that neither Party sold, pledged, hypothecated, assigned or transferred any of the claims released within this Agreement.

16. 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.
17. 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.
18. The provisions herein are not intended for the benefit of any other third party, but solely for the Parties to this Agreement.
19. The effective date of this Agreement shall be on the last date in which this Agreement is signed by the Parties.

The Parties by their respective signatures below hereby execute this Agreement and agree to be bound by the same.

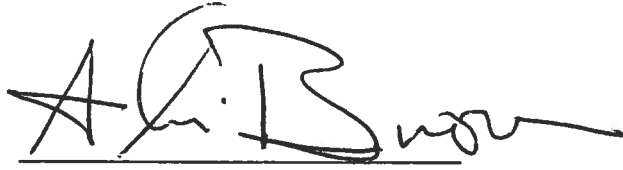
Signed, sealed and delivered  
in the presence of:

  
Office of General Counsel

Attest:   
James R. McCain, Jr.  
Corporation Secretary




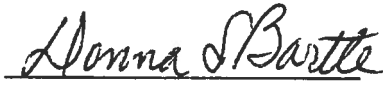
**CITY OF JACKSONVILLE**  
a Florida political subdivision, by,

  
Alvin Brown, Mayor


Date: 3/9/15

Signed, sealed and delivered  
in the presence of:

  
City Attorney

  
Attest

**CITY OF ATLANTIC BEACH**  
a Florida political subdivision, by,

  
Carolyn Woods, Mayor

Date: 3/9/15