




# MEMORANDUM

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February 5, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator   
Russ Truell, Assistant City Administrator of Finance and Administration  
Becky Caldwell, Solid Waste Director

SUBJECT: Memorandum of Understanding (MOU) with Williamson County to agree the County-owned recycling facility will continue accepting City of Franklin recyclables, regardless of the contractor operating the facility

## **Purpose**

The purpose of this memorandum is to request approval of a memorandum of understanding (MOU) with Williamson County to agree that the County-owned recycling facility will continue accepting recyclables collected by the City of Franklin Solid Waste Department.

## **Background**

When the City of Franklin introduced the Blue Bag, curbside recycling service, in July 2010, Sumrall Recycling was the company contracted to manage the County-owned recycling facility, located at 420 Century Court. Since that time, Advanced Disposal acquired the local Sumrall Recycling operation, and most recently, Republic Services acquired the local Advanced Disposal operation. At this time, Republic Services is contracted to manage operations at the facility.

The City expects to continue providing the curbside recycling services. The proposed MOU creates a formal agreement, directly with Williamson County, for the City's continued use of the County-owned facility, regardless of which company is contracted to manage daily operations.

## **Financial Impact**

We do not expect any direct financial impact associated with this request.

## **Recommendation**

Approval of the MOU with Williamson County is recommended.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WILLIAMSON COUNTY  
AND THE CITY OF FRANKLIN**  
COF Contract #2012-0018

**SUBJECT:** Memorandum of Understanding, (MOU), between WILLIAMSON COUNTY, TENNESSEE, ("County"), and the CITY OF FRANKLIN, ("CITY"), concerning the continued acceptance of household non-hazardous recycled material.

- 1. Purpose.** The parties agree that entering into this MOU is to the mutual benefit of both parties. The intent of this MOU is to provide a framework for cooperation between the two entities in the collection and acceptance of recyclable material. For the purposes of this MOU, "recyclable material" shall mean non-hazardous household materials collected on scheduled collection days by the CITY from its residential customers during its normal trash pickup including and limited to plastics (1-7), aluminum/steel, mixed paper, office paper, and cardboards.
- 2. COUNTY's Obligations.** COUNTY shall continue to accept, through COUNTY's contractor, recyclable material in the same or similar manner it did at the time this MOU was fully executed. Upon notice from the CITY that the COUNTY's contractor has provided notice to the CITY that it will no longer accept the recyclable material collected by the CITY, then the COUNTY agrees to use reasonable effort to exercise its rights under the then current lease agreement to request the COUNTY's contractor to continue to accept the recyclable material collected by the CITY.
- 3. CITY's Obligations.** CITY shall continue operating its residential recycling programs by collecting the recyclable material in the same or similar manner it did at the time this MOU was fully executed. The CITY shall provide written notice to the COUNTY within 5 working days of receipt of notice from the COUNTY's contractor of the contractor's intention of halting acceptance of recyclable material from the CITY.
- 4. Compensation.** Consideration for this MOU shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by either party.
- 5. Conflict with Laws.** Nothing in this MOU is intended to conflict with current applicable laws or regulations.
- 6. Modification.** This MOU may be modified upon the mutual written consent of the parties.
- 7. Termination.** This MOU may be terminated by either party upon the acceptance of written notice from the terminating party.
- 8. Independent Entities.** The relationship of the entities shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. The entities hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other entity contrary to the terms of this paragraph. Each entity shall maintain its own identity in providing services. Each entity is separately responsible for establishing its own policies and financing its own activities.
- 9. Nature of Memorandum of Understanding.** The CITY and COUNTY expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the roles and responsibilities of each party.
- 10. Force Majeure.** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 11. Severability.** Should any provision of this MOU be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this MOU.
- 12. Discriminatory Practices.** The parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws.
- 13. Required Approvals.** Each party shall be responsible for receiving all approvals from the appropriate bodies prior to executing this MOU.

**14. Miscellaneous.** Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this MOU shall be termination of this MOU.

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the dates recorded below.

**WILLIAMSON COUNTY:**

**CITY OF FRANKLIN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dr. Ken Moore, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Eric S. Stuckey, City Administrator

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
City Attorney