

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE,
ALABAMA AND THE SOLID WASTE
DISPOSAL AUTHORITY OF THE CITY OF
HUNTSVILLE**

STATE OF ALABAMA

COUNTY OF MADISON

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the Solid Waste Disposal Authority of the City of Huntsville, an Alabama, non-profit corporation, hereinafter referred to as “SWDA”, and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the Solid Waste Disposal Authority of the City of Huntsville was incorporated in 1985 pursuant to Title 11, chapter 89A of the Code of Alabama (1975); and,

WHEREAS, SWDA operates a landfill and an alternate energy facility that converts waste to energy ; and,

WHEREAS, SWDA also operates a residential curbside recycling program that provides environmental and cost-savings benefits to the general public; and,

WHEREAS, due to the ongoing COVID-19 crisis, SWDA lacks sufficient manpower and equipment to efficiently operate its recycling program; and

WHEREAS, the City’s Public Works department has sufficient resources to provide assistance to SWDA for the operation of the residential curbside recycling program; and

WHEREAS, the City desires to assist SWDA according to the terms and conditions set forth in this Memorandum of Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The City’s Sanitation Division will provide drivers and trucks to assist in the collection for the residential curbside recycling program until the backlog is cleared. The Directors of SWDA and the City’s Public Works Department will coordinate the placement and working hours and conditions of the City resources.

2. Although City employees will take direction from both City supervisors and SWDA personnel, they shall remain solely employed by the City and be subject to all City policies and procedures.

3. The City's assistance to SWDA shall continue until it is terminated at the sole discretion of the City's Director of Public Works.

4. SWDA, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the City's performance of its obligations set forth in the MOA, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of SWDA or any of its consultants, or anyone directly or indirectly employed by it or anyone for whose acts it is legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

5. The parties understand and agree that the residential curbside recycling program provides a public benefit of a general nature to the citizens of Huntsville. SWDA will reimburse the City for the City's actual expenses incurred for assisting SWDA

6. This MOA between the City and SWDA consists of this written Agreement and any documents, drawings or attachments furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and SWDA with reference to the matters set forth herein. Except to the extent specifically excluded herein, this MOA supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and SWDA.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the _____ day of _____, 2022.

CITY OF HUNTSVILLE, ALABAMA

BY: _____

Tommy Battle

ITS: Mayor

ATTEST:

By: _____

Kenneth Benion

Its: Clerk-Treasurer

**THE SOLID WASTE DISPOSAL
AUTHORITY OF THE CITY OF
HUNTSVILLE**

By: _____

Its: Director