

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF EDGEWATER AND THE COUNTY OF VOLUSIA FOR
INTERNATIONAL COASTAL CLEANUP INFORMATION**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, (hereinafter referred to as COUNTY), and the City of Edgewater, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 104 North Riverside Drive, Florida 32132, (hereinafter referred to as CITY), (collectively “PARTIES”).

WHEREAS, the COUNTY and CITY both annually participate in the Ocean Conservancy’s International Coastal Cleanup (the “ICC”).

WHEREAS, as part of the CITY’s National Pollutant Discharge Elimination System (NPDES) Permit, the Florida Department of Environmental Protection requires certain documentation and information related to the CITY’S ICC participation, which is maintained by the COUNTY.

WHEREAS, as part of the COUNTY’S ICC participation, the COUNTY retains certain information related to the amount and type of trash collected during the event, as well as an Eventbrite link for local ICC registration;

WHEREAS, The COUNTY agrees to provide the CITY with the available ICC information and any associated records, where available, upon written request.

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

- 1. Purpose and Responsibilities.** The foregoing Recitals, provisions and representations are true and correct and are incorporated herein by reference.
 - a. The COUNTY will** provide the following to the CITY, if available, upon written request:
 - i.** Number and type of items collected at the ICC associated with the City;
 - ii.** Total poundage collected at the ICC associated with the CITY.
 - iii.** Spreadsheet of local ICC Event Brite registration for the CITY.
- 2. Amendments.** No amendment, modification or other changes in this MOU shall be binding upon the parties unless in writing executed by the parties.

3. **Sovereign Immunity.** Each party to this MOU expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this MOU to the contrary, nothing in this MOU shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for
4. **Term.** This MOU shall be effective upon execution by the COUNTY and shall be in effect unless terminated by either party with thirty (30) days' written notice to the non-terminating party pursuant to the provisions provided below.
5. **Full Agreement and Venue.** This MOU contains all the terms and conditions agreed upon by the parties. This MOU shall be governed by the laws of the State of Florida and the venue shall be Volusia County, Florida.
6. **Notice.** Any notice to be given or to be served upon any party hereto in connection with this MOU must be in writing, and may be given by certified mail, hand delivery or overnight receipt delivery service, and shall be deemed to have been given and received; (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the addresses below:

COUNTY:

Jaymie Reneker
Environmental Specialist III
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, Florida 32720

With a copy to:

County Attorney's Office
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, Florida 32720

CITY:

City of Edgewater
Office of the City Manager
104 N. Riverside Drive
Edgewater, FL 3213

7. **Third Parties.** In no event shall any of the terms of this MOU confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this MOU arising from the performance of the obligations and responsibilities of the parties herein for any other reason.

IN WITNESS THEREOF, the parties hereof have executed this Memorandum of Understanding by and through their duly authorized representatives on the respective dates set forth below.

ATTEST:

CITY OF EDGEWATER, FLORIDA

Bonnie Zlotnik, City Clerk

By:_____
Glenn Irby, City Manager

Dated _____

ATTEST:

COUNTY OF VOLUSIA, a political subdivision
of the State of Florida,

George Recktenwald
County Manager
Signed this Date: _____

Jeffrey S. Brower
County Chair
Signed this Date: _____

Administrator
Signed this Date: _____