

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, PROVIDING FOR THE APPROVAL OF AN AMENDMENT TO THE CONTRACT BETWEEN NINE MILE ROAD, INC., AND THE COUNTY, UNDER WHICH CONTRACT NINE MILE ROAD, INC., MANAGES CONSTRUCTION AND DEMOLITION DEBRIS AND YARD TRASH WITHIN ST. JOHNS COUNTY; PROVIDING THROUGH THE AMENDMENT TO SAID CONTRACT THAT NINE MILE ROAD, INC., SHALL CHARGE THE COUNTY FOR YARD TRASH DEPOSITED IN THE LANDFILL MAINTAINED BY NINE MILE ROAD, INC., BY OR ON BEHALF OF ST. JOHNS COUNTY AND PROVIDING THE RATE AT WHICH SUCH CHARGE SHALL BE DETERMINED; PROVIDING AN INCREASE IN THE HOST FEE; PROVIDING FOR AN AGREEMENT OF COOPERATION WITH THE COUNTY BY SOUTHLAND ENVIRONMENTAL SERVICES, INC., IN THE EVENT OF A DISASTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County (the "County") has entered into a contract (hereinafter the "Agreement") with Southland Environmental Systems, Inc., a Florida Corporation, now known as Nine Mile Road, Inc., (hereinafter, "Nine Mile Road, Inc.") on the 17th day of June, 1991, under which contract the County granted Nine Mile Road, Inc., the right to manage Construction and Demolition Debris and Yard Trash in the County; and

WHEREAS, the Board of County Commissioners of St. Johns County (the "Board") enacted Ordinance No. 94-07 on the 22nd day of February, 1994, providing for the creation of a Municipal Service Benefit Unit (the "MSBU"), under which the County levies upon property owners within the County a charge for the collection and transportation of Solid Waste (as defined in said ordinance); and

WHEREAS, the County has granted Franchises to Franchisees and has otherwise approved Authorized Collectors, as such terms are defined in St. Johns County Ordinance No. 89-20, which Franchises and authorization allow the Franchisees and Authorized Collectors to collect and transport Solid Waste within the County and for which collection and transportation the Franchisees and Authorized Collectors are now paid by the County under the terms of the MSBU; and

WHEREAS, the Solid Waste collected and transported by the Franchisees and Authorized Collectors is delivered to landfills owned by the County; and

WHEREAS, the Franchisees and Authorized Collectors separate from the Solid Waste so collected that part of such Solid Waste which is Yard Trash, as such term is defined in the Agreement, and deliver such Yard Trash to the facility which Nine Mile maintains

in order to perform its duties under the Agreement (said facility hereinafter referred to as "Nine Mile Landfill"); and

WHEREAS, through oversight, there was no provision added to the Agreement providing for the payment by the County to Southland Environmental for accepting Yard Trash delivered to the Nine Mile Road Landfill by the Franchisees and Authorized Collectors as aforementioned after creation of the MSBU; and

WHEREAS, the County and Nine Mile Road, Inc., have agreed to amend the Agreement to provide, effective on the 1st day of January, 1995, that (i) Nine Mile Road, Inc., will charge and the County will pay an amount per ton as set forth in the amendment to the Agreement, (ii) the Host Fee payable to the County shall be increased from 5 to 7 dollars per ton, and (iii) there will be certain considerations in the event of natural disasters which may result in dramatic increases in Construction and Demolition Debris and Yard Trash (as such terms are defined in the Agreement).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

1. The amendment to the Agreement set forth as Exhibit A hereto and by this reference incorporated herein is hereby approved.

2. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

3. This Resolution shall become effective immediately upon its passage.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AT ITS REGULARLY SCHEDULED MEETING THIS 26th DAY OF SEPTEMBER, 1995.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Barbara Ward
Its Chairman

ATTEST:

By: Rosemary Lewis
Deputy Clerk

AMENDMENT TO THE AGREEMENT FOR
MANAGEMENT OF CONSTRUCTION AND DEMOLITION DEBRIS
AND YARD TRASH

This Amendment to the Agreement for Management of Construction and Demolition Debris and Yard Trash (hereinafter, the "Amendment") is made as of the _____ day of _____, 1995, by and between the Board of County Commissioners of St. Johns County, Florida (hereinafter the "Board" or "County," respectively), and Nine Mile Road, Inc., a corporation authorized to do business in the State of Florida and formerly known as Southland Environmental Systems, Inc. (hereinafter, "Nine Mile"), whose address is P.O. Box 37797, Jacksonville, Florida 32236.

WITNESSETH:

WHEREAS, the County and Nine Mile entered into an Agreement for Management of Construction and Demolition Debris and Yard Trash (the "Agreement") dated June 17, 1991; and

WHEREAS, the Board enacted Ordinance No. 94-07 on the 22nd day of February, 1994, providing for the creation of a Municipal Service Benefit Unit (the "MSBU"), under which the County levies upon property owners within the County a charge for the collection and transportation of Solid Waste (as defined in said ordinance); and

WHEREAS, the County has granted Franchises to Franchisees and has otherwise approved Authorized Collectors, as such terms are defined in St. Johns County Ordinance No. 89-20, which Franchises and authorization allow the Franchisees and Authorized Collectors to collect and transport Solid Waste within the County and for which collection and transportation the Franchisees and Authorized Collectors are now paid by the County under the terms of the MSBU; and

WHEREAS, the Solid Waste collected and transported by the Franchisees and Authorized Collectors is delivered to landfills owned or designated by the County; and

WHEREAS, the Franchisees and Authorized Collectors separate from the Solid Waste so collected that part of such Solid Waste which is Yard Trash, as such terms is defined in the Agreement, and deliver such Yard Trash to the facility which Nine Mile maintains in order to perform its duties under the Agreement (said facility hereinafter referred to as "Nine Mile Landfill"); and

WHEREAS, through oversight there was no provision added to the Agreement providing for the payment by the County to Nine Mile for accepting the Yard Trash delivered to the Nine Mile Landfill by the

Franchisees and Authorized Collectors as aforementioned after creation of the MSBU; and

WHEREAS, the County and Nine Mile seek to provide a mechanism whereby the County will pay Nine Mile for accepting Yard Trash delivered to the Nine Mile Landfill by Franchisees and Authorized Collectors as aforementioned; and

WHEREAS, the County has increased the Host Fee to be paid by Nine Mile to the County; and

WHEREAS, the County is concerned about the expense of handling dramatically increased amounts of Construction and Demolition Debris and Yard Trash which could be presented to Nine Mile in the event of a natural disaster and for which the County could be liable to pay;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and set forth in the Agreement, together with other good and valuable considerations, the County and Nine Mile hereby agree as follows:

1. Effective as of the 1st day of January, 1995, Article 5 of the Agreement is amended to read in its entirety as follows:

Article 5: PAYMENTS TO VENDOR: Any person or entity delivering waste to the Facility shall pay to the Vendor tipping fees in an amount not to exceed the amount approved by the Board of County Commissioners, which includes all direct and indirect charges. Collection of such tipping fees is the responsibility of the Vendor. The County specifically covenants that it will pay Vendor tipping fees for any and all Yard Trash which is delivered to the Facility by any party to whom the County has granted a franchise to collect and transport Solid Waste or Yard Trash, or by any other Authorized Collector. The amount of the tipping fee which the County will pay under the immediately preceding sentence will be the same in rate as any other person or entity would pay to Vendor.

2. Section 20.A. of the OPERATING CONDITIONS portion of Exhibit A to the Agreement is amended to read in its entirety as follows:

20. HOST FEES

A. St. Johns County shall initially be paid a host fee of \$7 for every ton of waste accepted at the Facility, including those wastes generated outside of St. Johns County.

3. Article 36 is added to the Agreement to read as follows:

ARTICLE 36 - NATURAL DISASTERS

If a natural disaster occurs which results in a dramatic increase in the volume of Construction and Demolition Debris and Yard Trash which is presented to the Vendor, Vendor will use the most efficient means, as approved by the Department of Environmental Regulation or other regulatory agencies, then commercially reasonable and available to dispose of the increased volume of Construction and Demolition Debris and Yard Trash and will cooperate with the County to seek reimbursement from the Federal Emergency Management Administration or its successor agency for the costs of disposal of such increased volume. Under such circumstances, the rate to be charged the County by Vendor for such circumstances shall be negotiated by the parties.

4. Exhibit B of the Agreement is amended to read in its entirety as follows:

EXHIBIT "B"
TIPPING FEE SCHEDULE

<u>ITEM</u>	<u>PRICE</u>	<u>UNIT</u>
YARD TRASH	\$29.00	PER TON
CONSTRUCTION AND DEMOLITION DEBRIS	\$31.00	PER TON
OTHER	\$31.00	PER TON

Received tonnage of Yard Trash and Construction and Demolition Debris at Tillman Ridge Landfill during FY90 is included in the Appendix.

Solid Waste Projections through 2010 are also included in the Appendix.

Note: Prices above INCLUDE \$7.00 Host Fee required by St. Johns County.

5. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

6. Except as expressly modified herein, the terms of the Agreement shall continue in full force and effect.

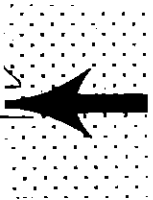
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on _____, September, 1995, with an effective date of the 1st day of January, 1995.

Signed, sealed, and delivered in the presence of:

NINE MILE ROAD, INC.

By: _____
Felix A. Crawford,
President

(CORPORATE SEAL)



ATTEST: Patricia DeGrack
Deputy Clerk



ST. JOHNS COUNTY, acting by and through its BOARD OF COUNTY COMMISSIONERS

By: Barbara Ward
Its Chair