

RESOLUTION NO. 03-52

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDIA, AMENDING THE EXISTING AGREEMENT FOR THE MANAGEMENT OF CONSTRUCTION AND DEMOLITION DEBRIS AND YARD TRASH, ADOPTING THE AMENDED AGREEMENT FOR ONLY THE MANAGEMENT OF YARD WASTE DEBRIS, ESTABLISHING RATES FOR DISPOSAL FACILITY OBLIGATIONS AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDIA, AS FOLLOWS:

WHEREAS, In June Of 1991 Southland Environmental Services Inc. (Now Republic Services Of Florida) entered into an agreement with St. Johns County to provide a permitted facility for the disposal of construction and demolition and yard waste debris; AND

WHEREAS, This Agreement has been in existence since June of 1991 and Southland Environmental Services (Now Republic Services of Florida) has operated as an agent to the County in maintaining a legal and authorized disposal facility for construction and demolition and yard waste debris;

WHEREAS, In 1999 the establishment of a non-exclusive collection franchise for construction and demolition debris certain sections of the agreement became invalid; and

WHEREAS, It has become apparent to the County and Southland Environmental Services (now Republic Services of Florida) that the provisions of the existing agreement for the management of construction and demolition and yard waste debris need to be amended to reflect current conditions;

NOW, THEREFORE, BE IT RESOLVED By The Board Of County Commissioners of St. Johns County, Florida That:

- I. Both parties agree to the terms and conditions as described in the First Amended Agreement for the management of yard waste debris.
- II. The County Administrator, or his designee, is authorized to execute the attached First Amended Agreement for management of yard trash.
- III. This Amended Agreement for the management of yard waste debris shall become effective on the date of its execution by the County and Southland Environmental Services (now Republic Services of Florida).

PASSED AND ADOPTED BY THE Board of County Commissioners of St. Johns County, State of Florida, this 11th Day of March, 2003.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk

RENDITION DATE 3-17-03



**FIRST AMENDED
AGREEMENT FOR
MANAGEMENT OF YARD TRASH**

THIS AGREEMENT is made as of the ___ day of _____, 200__, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and Republic Services of Florida Limited Partnership, a Delaware Limited Partnership, authorized to do business in the State of Florida, hereinafter referred to as the Vendor, whose address is 445 International Golf Parkway, St. Augustine, FL 32084, hereinafter the Agreement.

In consideration of the mutual promises contained herein, the COUNTY and the Vendor agree as follows:

ARTICLE 1 - EFFECTIVE DATE

Upon becoming effective, this Agreement shall supersede the June 17, 1991, Agreement for Management of Construction and Demolition Debris and Yard Trash, by and between the County and Southland Environmental Systems, Inc., as predecessor to the Vendor, hereinafter referred to as the Former Agreement, a copy of which is attached as Exhibit "A," which Former Agreement shall terminate upon the effective date of this Agreement.

ARTICLE 2 - SERVICES

The Vendor's responsibility under this Agreement is to provide a Facility and management services for Yard Trash generated in unincorporated St. Johns County, Florida, and delivered to the Facility by County franchised residential haulers, and to perform and complete the work specifically set forth in the Scope of Work detailed in Exhibit "B", and fees shall be paid pursuant to Exhibit "C" attached hereto.

ARTICLE 3 - DEFINITIONS

"Board" - shall mean the Board of County Commissions of St. Johns County, Florida.

"County Administrator" - shall mean the County Administrator of St. Johns County, Florida, or that person's designee.

"Facility" - shall mean all or any part of properties located at Section 9, Township 6S, Range 29E on Nine Mile Road in St. Johns County, Florida and designed for use in the management of Yard Trash.

"Yard Trash/Yard Waste" - shall mean vegetative matter resulting from landscaping maintenance

of improved Residential and Commercial Property such as shrub trimmings, trees, grass clippings, and palm fronds.

ARTICLE 4 - SCHEDULE OF SERVICE

The Vendor shall commence services and complete all services in accordance with Vendor's schedule as amended and approved by County.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Vendor shall act as the execution of a truth in negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement.

ARTICLE 6 - TERMINATION

This Agreement becomes effective immediately upon execution and will end at midnight June 16, 2011. This Agreement may be terminated by the Vendor upon 360 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the Vendor. It may also be terminated by the COUNTY, with cause, upon 360 days prior written notice to the Vendor. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the Vendor shall:

- A. Stop work on the date to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work from the Facility to a Facility properly permitted to receive the material.
- C. Continue and complete all parts of the work that have not been terminated.

The Agreement may also be terminated in the manner provided in other Articles contained herein.

If either party terminates this Agreement without cause, the parties' sole recourse shall be as follows:

(a) by filing for nonbinding mediation; and (b) if that mediation fails to resolve all related issues; by then referring the matter to binding arbitration conducted in St. Augustine, Florida, in accordance with the commercial arbitration rules of the American Arbitration Association, before a single arbitrator. The parties agree that the results of the arbitration shall be binding and conclusive and judgment thereon may be entered in a court of competent jurisdiction. The parties acknowledge that the use of arbitration results in a waiver of any right of trial by jury.

Prior to submission of any such dispute to mediation, however, liaison representatives of the

parties shall meet in St. Augustine, Florida, in a face-to-face meeting in a good faith attempt to resolve the matter and/or to narrow or to more clearly delineate the issues involved in the controversy.

ARTICLE 7 - PERSONNEL

The Vendor represents that it has all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the Vendor or under its supervision, and all personnel engaged in performed the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Vendor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 8 - SUBCONTRACTING

No portion of this solid waste management work or services to be performed hereunder shall be subcontracted without prior written County approval.

ARTICLE 9 - FEDERAL AND STATE TAX

The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the Vendor authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement

ARTICLE 10 - INSURANCE

- A. The Vendor shall not commence work under this Agreement until Vendor has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations.

The Certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days

prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this Agreement.

- C. The Vendor shall maintain, during the life of this Agreement, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the Vendor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Vendor or by anyone directly employed by or contracting with the Vendor.
- D. The Vendor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$100,000 combined single limit for bodily injury and property damage liability to protect the Vendor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.
- E. The Vendor shall maintain, during the life of this Agreement, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees (if three or more).
- F. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the Vendor shall specifically include the COUNTY as an "Additional Insured."
- G. The Vendor shall provide any insurance required by the State of Florida.
- H. Original copies of all required insurance herein shall be provided to the COUNTY upon execution of this Agreement.

ARTICLE 11 - INDEMNIFICATION

The Vendor shall indemnify and save harmless and defend the COUNTY, its officers, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Vendor, its officers, its agents, servants, or employees in the performance of services under this Agreement.

The Vendor further agrees to indemnify, save harmless and defend the COUNTY, its officers, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind of nature arising out of any conduct or misconduct of the Vendor not included in the paragraph above and for which the COUNTY, its officers, its agents, servants or employees are alleged to be liable.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the Vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the Vendor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or Vendor which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the Vendor.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in St. Johns County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The Vendor represents that it currently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Vendor further represents that no person having any interest shall be employed for said performance.

The Vendor shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Vendor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Vendor may undertake and require an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the Vendor. The COUNTY agrees to notify the Vendor of its opinion by certified mail within 30 days of receipt of notification by the Vendor. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Vendor, the COUNTY shall so state in the notification and the Vendor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the Vendor under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The Vendor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Vendor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Vendor to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Vendor then Vendor shall not be deemed to be in default.

Upon the Vendor's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the Vendor's failure to perform was without its fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Work at any time. The Vendor must notify the COUNTY in writing within five (5) days of any occurrence that may cause an excusable delay. The notification should identify the reason for delay and extent of delay.

ARTICLE 16 - ARREARS

The Vendor shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any agreement, contract, debt, obligation, judgment, lien, or any form of indebtedness. The vendor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Vendor is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Vendor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any part of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision, and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Vendor and not as employees or agents of the COUNTY.

The Vendor does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 18 - CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 19 - ACCESS TO RECORDS

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection during normal business hours, upon five (5) days written notice.

ARTICLE 20 - NONDISCRIMINATION

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion physical handicap, sex, age or national origin.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The COUNTY and the Vendor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22 - ENFORCEMENT COSTS

If any legal action or other proceeding (including arbitration brought under Article 6) is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23 - AUTHORITY TO PRACTICE

The Vendor hereby represents and warrants that it has and will continue to maintain all licenses, permits and other approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, then the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Vendor of the COUNTY's notification of a contemplated change, the Vendor shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the Vendor's ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the Vendor shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an Agreement Amendment or Change Order (or other appropriate written notification), and the Vendor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 26 - NOTICE

All notices required in this Agreement shall be mailed to the Vendor by certified mail, return receipt requested, receipt to be returned to the COUNTY addressed to:

Contract Administrator
St. Johns County Board of County Commissioners
P.O. Drawer 349
St. Augustine, FL 32085-0349

and if sent to the Vendor shall be mailed to:

General Manager
Republic Services of Florida Limited Partnership
445 International Golf Parkway
St. Augustine, FL 32084

ARTICLE 27 - HEADINGS

The headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or

effect.

ARTICLE 28 - NO BURNING

Notwithstanding anything to the contrary contained in this Agreement, the Vendor shall not use burning at the Facility as a means of disposing of any Yard Trash.

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Agreement on behalf of the COUNTY and Vendor has hereunto set his/her hand the day and year above written. This Agreement shall be executed in five (5) copies. Each copy shall be considered an original.

ATTEST:
CHERYL STRICKLAND, CLERK

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____

By: _____

Name: _____
(Print Name)

Name: _____
(Print Name)

TITLE: Deputy Clerk

TITLE: Chairman

SEAL

WITNESSES:

VENDOR:

Signature

REPUBLIC SERVICES OF FLORIDA
LIMITED PARTNERSHIP,
a Delaware Limited Partnership

(Print Name)

(Print Name) _____

Signature

(Title)

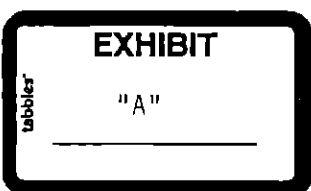
(Print Name)

(Signature)

SEAL

**AGREEMENT FOR
MANAGEMENT OF CONSTRUCTION AND DEMOLITION DEBRIS
AND YARD TRASH**

REVISED JUNE 17, 6:40pm, 1991



**AGREEMENT FOR
MANAGEMENT OF CONSTRUCTION AND DEMOLITION DEBRIS
AND YARD TRASH**

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**AGREEMENT FOR
MANAGEMENT OF CONSTRUCTION AND DEMOLITION DEBRIS
AND YARD TRASH**

This Agreement is made as of the 18 day of June, 1991, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and Southland Environmental Systems, Inc., a corporation, authorized to do business in the State of Florida, hereinafter referred to as the Vendor, whose address is P.O. Box 37797, Jacksonville, FL 32236.

In consideration of the mutual promises contained herein, the COUNTY and the Vendor agree as follows:

ARTICLE 1 - SERVICES

The Vendor's responsibility under this Agreement is to provide a Facility and management services for Construction and Demolition Debris and Yard Trash generated in St. Johns County, Florida and delivered to the Facility and to perform and complete the work specifically set forth in the Scope of Work detailed in Exhibit "A", Exhibit "B" attached hereto.

Services of the Vendor shall be under the general direction of the Director of Solid Waste, St. Johns County, Florida, telephone (904) 824-9720, who shall act as the County's representative during the performance of this Agreement.

ARTICLE 2 - DEFINITIONS

"Board" - shall mean the Board of County Commissioners of St. Johns County, Florida.

"Construction and Demolition Debris" - shall mean the debris generated by construction, remodeling, or demolition of buildings, structures and/or improvements to real property. Construction and Demolition waste/debris can be further defined by the Department of Environmental Regulation to mean materials generally considered to be not water soluble and non-hazardous in nature including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation or maintenance of a structure. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Mixing of Construction and Demolition debris with other types of solid waste, including material which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition debris.

"County Administrator" - shall mean the County Administrator of St. Johns County, Florida, or his designee.

"Construction and Demolition Debris and Yard Trash Management Agreement Franchise" - shall mean this franchise agreement, and all amendments and modifications thereto.

"Facility" - shall mean all or any part of properties located at Section 9, Township 6S, Range 29E on Nine Mile Road in St. Johns County, Florida and designed for use in the management of Construction and Demolition debris and Yard Trash.

"Sludge" - shall mean any substance that contains any of the waste products or other discharges from a water treatment plant, sewage disposal system facility, septic tank, grease trap, portable toilets and related operations.

"Yard Trash/Yard Waste" - shall mean vegetative matter resulting from landscaping maintenance of improved Residential and Commercial Property such as shrub trimmings, trees, grass clippings, and palm fronds.

ARTICLE 3 - SCHEDULE OF SERVICE

The Vendor shall commence services and complete all services in accordance with Vendor's schedule as amended and approved by County.

ARTICLE 4 - CHARGES, RATES, AND LEVEL OF SERVICE

The Vendor may not charge or bill its customers within St. Johns County any rate or amount that is in excess of or in addition to the rates and charges authorized by or pursuant to this Franchise. It is intended that the rates and charges authorized by the Board and/or the County Administrator for providing the services described herein and operating the Facility will be sufficient to provide the Vendor with a gross income sufficient to cover the reasonable business costs of providing the Vendor's disposal, processing, and recycling services within St. Johns County, including costs of operation, and a reasonable business return (such gross revenue herein after referred to as "Adequate Income"). The amount of the reasonable business return shall be consistent with the industry norm for such services in the rural Southeast, but in no event shall such business return exceed normal industry standards. The Vendor shall not request an increase in its rates or charges more often than one time in any 12 month period and upon making the request the Vendor shall provide sufficient information to demonstrate the need for the requested increase. In no event shall the County be liable to the Vendor or any other Person if the authorized rates and charges should prove to be inadequate.

St. Johns County may, by resolution adopted after a public hearing, provide for or modify the maximum Vendor fees, that the Vendor may charge of the disposal, processing, or recycling of Construction and Demolition Debris and Yard Trash. As part of such Vendor Fee setting procedure, the Board may establish a Construction and Demolition Debris and Yard Trash Management procedure that may be used each October 1, to automatically adjust allowable Vendor Fees that were in effect the preceding year.

The Construction and Demolition Debris and Yard Trash Management Index may be tied to or incorporate other commonly used index's such as the Consumer Price Index or the annual inflation rate. On or before July 1 of each year, The Board may establish, adjust, modify, discontinue, or reestablish any Construction and Demolition Debris and Yard Trash Management Rate Index. The Board shall notify Vendor prior to July 7 that it has taken such action. In the event that there is no Construction and Demolition Debris and Yard Trash Management Index in effect or in the event the Franchisee does not believe that application of the existing Construction and Demolition Debris and Yard Trash Management Index to its current Rates will produce Adequate Income during the following year, the Vendor may, on or before August 1 of any year, petition for an adjustment to its authorized Vendor Fees without regard to the Construction and Demolition Debris and Yard Trash Management Index. The petition for Vendor Fee increase shall contain a certified comparative operating cost statement prepared and certified by a Florida Certified Public Accountant. The cost statement shall cover the term from October 1 to September 30 for the previous year or such other 12 month period as may be allowed or requested by the County Administrator. The County may request such further information as it deems necessary in making its Vendor Fee determination. No change in Vendor Fees made at the request of the Vendor shall be made without all information being timely provided to the County. The County shall by motion or resolution approve or deny the request, in whole or in part, within thirty-one (31) calendar days of receipt of the request and all required and requested information. Annual Vendor Fee adjustments shall be effective October 1 of each year unless otherwise determined by the County. In addition to the above Rate setting procedures, the Board may at any time prior to October 1 of any year, (i) require the Vendor to submit financial information useful to the Board in determining Vendor Fees and (ii) hold hearings and adjust Vendor Fees, upward or downward; said adjusted Vendor Fees to become effective October 1 of such year.

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.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Vendor shall act as the execution of a truth in negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement.

ARTICLE 7 - TERMINATION

This Agreement becomes effective immediately upon execution and will end at midnight June 1, 2001. Provided however that unless the County gives written notice of termination before midnight 18 months in advance of the ending date, the contract will automatically renew for an additional 10 years. This Agreement may be terminated by the Vendor upon 180 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the Vendor. It may also be terminated by the COUNTY, with cause, within 180 days upon written notice to the Vendor. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the Vendor shall:

- A. Stop work on the date to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work from the Facility to a Facility properly permitted to receive the material.
- C. Continue and complete all parts of the work that have not been terminated.

The contract may also be terminated in the manner provided in other Articles contained herein.

ARTICLE 8 - TEAMING ARRANGEMENTS

Some firms considering responding to this RFP may not possess the complete experience, capabilities, or desire to perform the entire scope of services called for in this RFP. In recognition of this possibility, the County encourages the development of joint ventures for the purposes of enhancing the technical and financial viability, or the innovativeness, of individual proposals. However, each proposal must indicate a single business entity as the Vendor having complete fiscal, administrative, and managerial responsibility for delivery of the proposed Waste Management Services should a contract ensue.

Regardless of the teaming arrangement, the Vendor must meet the qualification criteria and possess the following minimum capabilities:

- A. The management experience to direct, guide, and supervise the team;
- B. The authority to commit whatever personnel and resources necessary to accomplish contract objectives;
- C. The technical capability, financial resources, and relevant experience, through the team, to perform the contract scope of services; and
- D. The technical, financial, and administrative support systems necessary to monitor, document, and control all team activities.

ARTICLE 9 - PERSONNEL

The Vendor represents that it has all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the Vendor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in Vendor key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

Any additional waste management activities including additional recycling activities shall be approved by St. Johns County.

The Vendor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 10 - SUBCONTRACTING

No portion of this solid waste management work or services to be performed shall be subcontracted without County approval.

ARTICLE 11 - FEDERAL AND STATE TAX

The Vendor shall not be exempted from paying sales tax to their suppliers for materials used to fulfill franchise obligations with the COUNTY, nor is the Vendor authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

ARTICLE 12 - INSURANCE

- A. The Vendor shall not commence work under this Agreement until Vendor has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations.

The Certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this Agreement.

- C. The Vendor shall maintain, during the life of this Agreement, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the Vendor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Vendor or by anyone directly employed by or contracting with the Vendor.
- D. The Vendor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$100,000 combined single limit for bodily injury and property damage liability to protect the Vendor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.
- E. The Vendor shall maintain, during the life of this Agreement, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees (if three or more) per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Workmen's Compensation, to be maintained by the Vendor shall specifically include the COUNTY as an "Additional Insured".

- G. The Vendor shall provide any insurance required by the State of Florida.
- H. Original copies of all required insurance herein shall be provided to the County upon execution of this Agreement.

ARTICLE 13 - INDEMNIFICATION

The Vendor shall indemnify and save harmless and defend the COUNTY, its officers, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Vendor, its officers, its agents, servants, or employees in the performance of services under this Agreement.

The Vendor further agrees to indemnify, save harmless and defend the COUNTY, its officers, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind of nature arising out of any conduct or misconduct of the Vendor not included in the paragraph above and for which the COUNTY, its officers, its agents, servants or employees are alleged to be liable.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the Vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the Vendor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or Vendor which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the Vendor.

ARTICLE 15 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in St. Johns County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Vendor further represents that no person having any interest shall be employed for said performance.

The Vendor shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Vendor's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Vendor may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the Vendor. The COUNTY agrees to notify the Vendor of its opinion by certified mail within 30 days of receipt of notification by the Vendor. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Vendor, the COUNTY shall so state in the notification and the Vendor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the Vendor under the terms of this Agreement.

ARTICLE 17 - EXCUSABLE DELAYS

The Vendor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Vendor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Vendor to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Vendor then Vendor shall not be deemed to be in default.

Upon the Vendor's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the Vendor's failure to perform was without its fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Work at any time. The Vendor must notify the County in writing within five (5)

in the manner provided below.

days of any occurrence that may cause an excusable delay. The notification should identify the reason for delay and extent of delay.

ARTICLE 18 - BIRD CONTROL

Prior to commencement of operations, Vendor shall provide the County with a baseline study of bird population at the Facility site. Contractor performing the studies described in this article shall be acceptable to the County and the Airport Authority. Vendor agrees to provide the County with follow up studies of the bird population initially within three months, and then 6 months, and 9 months, and 12 months after commencement of operations and thereafter, at a minimum, at least once on an annual basis. The County may, at any time, request a study, pursuant to complaints to the County or visual observations by County inspectors that may indicate an increase in bird population at or near the Facility site.

The study shall be performed by a person or a group (team of persons) having expertise in the following areas of study: (a) ornithology or avian biology, (b) wildlife biology, and (c) entomology and shall report the following:

1. Dates of Study;
2. Species on site;
3. Species in flight within 1,000 feet of site and approximate height of their flight;
4. Flight habits of each species;
5. Movement patterns;
6. Effects of weather conditions, time of day and seasons on each species;
7. Feeding habits of each species;
8. Whether the site provides roosting habitat or feeding or other attractions for any of the species.

The initial study shall be performed by a Contractor acceptable to the County (having the above described qualifications) without the necessity of approval by the Airport Authority. Subsequent studies shall be performed by a Contractor acceptable to the County and to the Airport Authority. In the event the County and the Airport Authority can not agree prior to August 19, 1991 on who should perform the balance of the studies, the person(s) who performed the initial study and a person(s) (having the above described qualifications) named by the Airport Authority shall jointly agree upon a third person(s) (having the above described qualifications) and such third party shall conduct the balance of the studies. Vendor shall pay the costs and expenses of all studies.

In the event the County, at any time and for any reason, concludes that there is such bird increase caused by operation of the Facility, the following procedures shall apply.

- A. Vendor shall immediately take steps to mitigate the increase by any means required, including but not limited to removal of materials from site or cover of material with either dirt, foam, or a combination.
- B. Should the County conclude that the bird population increase resulting from the Facility operation presents an ongoing hazard to planes or to the efficient operation of the St. Augustine Airport, the County shall notify the Vendor that it has 180 days to relocate the Facility to a location acceptable to the County. Within 180 days from the date of notice the Vendor shall close the Facility and reduce the bird population and will re-open the Facility at a site acceptable to the County. The County shall incur no liability for costs associated with closing or moving the Facility or interim costs of mitigation.
- C. During the 180 days interim period, Vendor agrees to continue the mitigation of the bird population increase by whatever means are required.

At all times, the Vendor will operate the Facility in such a way that it will not attract birds. Costs and expenses incurred under this Article shall not be used in calculating the Vendor's charges and rates.

ARTICLE 19 - ARREARS

The Vendor shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any agreement, contract, debt, obligation, judgement, lien, or any form of indebtedness. The Vendor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20 - INDEPENDENT FRANCHISOR RELATIONSHIP

The Vendor is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Vendor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any part of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision, and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Vendor and not as employees or agents of the COUNTY.

The Vendor does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 22 - ACCESS AND AUDITS

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, upon five (5) days written notice.

ARTICLE 23 - NONDISCRIMINATION

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 24 - ENTIRETY OF FRANCHISE AGREEMENT

The COUNTY and the Vendor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expense incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The Vendor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, then the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Vendor of the COUNTY's notification of a contemplated change, the Vendor shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the Vendor's ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the Vendor shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an Agreement Amendment or Change Order (or other appropriate written notification) and the Vendor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29 - LAWSUITS

The Vendor and the County acknowledge that the local Airport Authority has filed and is prosecuting, a law suit against the County to delay or prevent the construction and operation of the Facility. Other persons or entities may also sue the County for similar relief. The Vendor shall comply with all court orders and judgments pertaining to the construction and/or operation of the Facility whether or not the Vendor is a party to the lawsuit and

whether or not the Vendor is mentioned in the court order or judgement. All costs of compliance shall be at the sole expense of the Vendor. In the event that a court order or judgement requires the closure of the Facility, The Vendor shall immediately close the Facility and shall, within 180 days, reopen the Facility at a site suitable to the County. If a court order does not require closure of the facility, but, in the opinion of the County, requires implementation of cost prohibitive procedures in order to continue operation of the Facility, the County may notify the Vendor that it has 180 days to relocate the Facility to a location acceptable to the County. Within 180 days from the date of notice the Vendor shall close the Facility and will re-open the Facility at a site suitable to the County. The County shall incur no liability for costs associated with closing or moving the Facility or interim costs of operating the Facility. During the 180 days interim period, Vendor agrees to continue operation of the Facility to the extent, if any, allowed by the court order or judgement. Costs and expenses incurred under this Article shall not be used in calculating the Vendor's charges and rates.

ARTICLE 30 - NOTICE

All notices required in this Agreement shall be mailed to the Vendor by certified mail, return receipt requested, receipt to be returned to the COUNTY addressed to:

Mr. Neal Poteet
Contract Administrator
C/O County Administrator
St. Johns County Board of Commissioners
P.O. Drawer 349
St. Augustine, FL 32085-0349

and if sent to the Vendor shall be mailed to:

Mr. Felix A. Crawford, President
Southland Environmental Systems, Inc.
P. O. Box 37797
Jacksonville, FL 32236

CC: Mr. Fred W. Sebesta, P.E.
HDR Engineering, Inc.
5100 West Kennedy Blvd., Suite 300
Tampa, FL 33609-1806

ARTICLE 31 - HEADINGS

The headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

ARTICLE 32 - INITIAL OFF SITE YARD TRASH/YARD WASTE STORAGE AND DISPOSAL

Notwithstanding any other provision of this Agreement, the Vendor for a period of twelve (12) months after it first starts accepting Yard Trash/Yard Waste for storage and disposal as part of its ongoing operations shall compost said materials at a site other than the Facility as described hereinabove. The off-site location shall be outside the perimeter of any area which might fall within at least a five (5) mile radius from the end of any runway(s) of the St. Augustine - St. Johns County Airport.

It is understood by the parties, however, that the Vendor shall notify both St. Johns County and the St. Augustine - St. Johns Airport Authority as soon as it starts accepting Yard Trash/Yard Waste under this Agreement and that the Vendor may accept, weigh and mill Yard Trash/Yard Waste at the facility and may temporarily store such milled material undercover at the Facility in an amount not to exceed one hundred (100) cubic yards on board or within a transportable container.

During such period St. Johns County or the Vendor, but not both and/or the St. Augustine - St. Johns County Airport Authority may conduct such studies on the off-site facility as they may reasonably desire to determine whether the disposal and storage activities of the Vendor, including the composting of said materials as operated by the Vendor is attracting or sustaining hazardous bird movement from feeding, water or roosting areas, (i) into, or across the Authority's runways at heights reasonably hazardous to aircraft at such runways and/or (ii) into, across and above the FAA recognized approach clearance surface within approach and departure patterns of aircraft using the runways of the St. Augustine - St. Johns County Airport Authority: bird movement/runway approach clearance relationship to be determined by imagining that the St. Augustine - St. Johns County Airport runway is located 18,000 feet from the off-site - facility.

The study shall be performed by a person or a group (team of persons) having expertise in the following areas of study: (a) ornithology or avian biology, (b) wildlife biology, and (c) entomology and shall report the following:

1. Dates of Study;
2. Species on site;
3. Species in flight within 1,000 feet of site and approximate height of their flight;
4. Flight habits of each species;
5. Movement patterns;
6. Effects of weather conditions, time of day and seasons on each species;
7. Feeding habits of each species;
8. Whether the site provides roosting habitat or feeding or other attractions for any of the species.

In the event there is no study or all such studies conclude that there would not be hazardous bird movements as described above, then the Vendor is free to relocate the Yard Trash/Yard Waste storage and disposal operation to the site of the "Facility". In the event a study concludes that the operations would sustain hazardous bird movement if same were located at the site of the "Facility", then the Vendor shall continue to operate the Yard Trash/Yard Waste storage and disposal operations and activities at an off-site location acceptable to the County until such time as the Airport Authority agrees or it is determined by court or other proceedings that such Yard Trash/Yard Waste storage and disposal operations and activities do not sustain hazardous bird movement as described above. Upon such agreement or determination, the Vendor may relocate the Yard Trash/Yard Waste storage and disposal operations to the site of the Facility. Costs and expenses of hauling Yard Trash/Yard Waste from the Facility to the off-site facility and operating the off-site facility shall be borne by the Vendor and shall not be used in calculating the Vendors charges or rates.

ARTICLE 33 - "NON COUNTY" WASTE

Upon written notice from the County to the Vendor to cease accepting "out of County" Construction and Demolition debris and/or Yard Trash at the facility, the Vendor will cease to accept any Construction and Demolition debris and/or Yard Trash at the facility when such Construction and Demolition debris and/or Yard Trash originated from a source or sources located outside of the territorial boundaries of St. Johns County, Florida.

ARTICLE 34 - TERMINATION OF YARD TRASH DISPOSAL

Notwithstanding anything to the contrary contained in this Agreement, upon the written request of the County, the Vendor shall, on the dates set by the County in its request, (i) cease accepting Yard Trash at the Facility, (ii) complete the disposal of existing Yard Trash at the Facility, and (iii) terminate Vendor's Yard Trash disposal operations at the Facility. In the event Vendor can establish a Yard Trash disposal Facility at a site suitable to the County within 120 days from the date of the above described written request, the Vendor shall establish and operate such new Yard Trash disposal Facility in the manner provided by and under the terms of this Agreement, provided however that the increased costs and expense, if any, occasioned by the new site location, shall not be used in calculating the Vendor's charges and rates. In the event the County and Vendor can not agree on a suitable site or the Vendor can not recommence its Yard Trash disposal at the new site within said 120 days, the portions of this Agreement pertaining to Yard Trash shall at the option of the County, terminate and the Agreement shall continue solely as to Construction and Demolition Debris as if Yard Trash were never a part of said Agreement or County may, at its option rescind the

request and this Agreement shall continue as if the request had not been made. Additional costs and expenses incurred under this Article will be born by Vendor and shall not be used in calculating the Vendor's charges and rates.

ARTICLE 35 - NO BURNING

Not withstanding anything to the contrary contained in this agreement, the Vendor shall not use burning at the Facility as a means of disposing of any Construction and Demolition Debris and/or Yard Trash.

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Agreement on behalf of the COUNTY and Vendor has hereunto set his/her hand the day and year above written. This Agreement shall be executed in five (5) copies. Each copy shall be considered an original.

ATTEST:
CARL "BUD" MARKEL, CLERK

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS:

BY: Cheryl Kent

BY: Donald H. Herold

NAME: Cheryl Kent
(Type or Print Name)

NAME: Donald H. Herold
(Type or Print Name)

TITLE: Deputy Clerk

TITLE: Chairman

SEAL

WITNESS:

VENDOR:

Carl B. Dalton
Signature

Southland Environmental Services, Inc.

Carl B. Dalton
Name (Type or Print)

Felix A. Crawford
Name (Type or Print)

President

Title

[Signature]
Signature

SEAL

EXHIBIT "A"

SCOPE OF WORK

MANAGEMENT OF CONSTRUCTION AND DEMOLITION DEBRIS AND YARD TRASH

TASK 1 - PROVISION AND OPERATION OF FACILITY

1. A Facility shall be established which will, in an environmentally sound manner, process, recycle, dispose of, or otherwise manage all Construction and Demolition debris and all Yard Trash generated within St. Johns County and delivered to the Facility.
2. Construction and Demolition debris and Yard Trash from areas other than St. Johns County can be accepted at the Facility subject to host fees discussed elsewhere in this document.
3. Facility may provide additional recycling services involving other waste streams with prior approval of St. Johns County.
4. Vendor shall furnish site, all permitting and licensing, all labor, materials (unless noted below), equipment (including scales), and services for all waste processing, recycling, and/or disposal as specified herein.
5. Vendor may be required to install monitoring wells at the Facility within twelve (12) months of delivering waste to the Facility.
6. Although not specifically indicated, Vendor shall furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a complete installation and operation.

GENERAL CONDITIONS

1. Location:
 - A. Facility must be located within the borders of St. Johns County.
 - B. Facility shall be located so no landfilling, processing, or storage of solid waste will be required within 200 feet of any natural body of water unless specific requirements of Rule 17-701 .040 2 (g) F.A.C. can be met.
 - C. Facility shall be located so that no landfilling, processing, or storage of solid waste will be required within 3,000 feet of Class I surface waters.

- D. Facility shall not be located in an open sink hole or in an area where geological formations or subterranean features would not provide support for the proposed facilities.
- E. Facility shall be located so that no landfilling, open air processing, or storage of solid waste will be required within ten thousand (10,000) feet of the closest point of any runway at any airport licensed by the State of Florida, owned or operated by the United States, or subject to regulation by the Federal Aviation Administration which may be used by turbojet aircraft; or within five thousand (5,000) feet of any runway at any such airport used only by piston engine type aircraft unless it has been determined by the Federal Aviation Administration, the Florida Department of Transportation, or other appropriate federal or state agency charged with preventing airport hazards, that the proposed solid waste Facility poses no safety hazards to aircraft in the vicinity.
- F. Facility shall be located one mile or more from the nearest school, health care Facility or other public institution, or public recreational facility.

2. Capacity:

- A. Facility must have the capability to manage the Construction and Demolition debris and the Yard Trash projected to be generated in St. Johns County for a period of ten (10) years. These projections should be based on growth rates and generation rates found in the Appendix, with an assumption that 15% of the waste generated is Yard Trash and 19% is Construction and Demolition debris.
- B. While waste from other sources may be accepted, capacity to meet the ten (10) year requirement of St. Johns County must be reserved for service to St. Johns County. (See item 2.A above.)

3. Access:

- A. All weather roadways must be maintained to provide access to all types of wheeled motor vehicles licensed to travel on the roads in the State of Florida from the nearest Federal, State, or County roadway. Provision and maintenance of such all weather roadway is the responsibility of the Vendor.

- B. Access to areas where waste may be deposited must be afforded to members of the public during the hours of waste acceptance.
- C. Access must be provided during normal business hours to any representative of a federal; state, or local regulatory agency or to St. Johns County representatives or employees for inspection purposes.
- D. Access to the Facility during non-business hours must be controlled by fences, security personnel, or other means to guard against unauthorized entry by members of the general public.

4. Liquidated Damages:

Respondent must submit a schedule for opening of the Facility. This schedule must be strictly adhered to unless respondent can demonstrate that the schedule cannot be met because of uncontrollable circumstances.

In the event the schedule is not met, or service is not provided continuously throughout the duration of the Agreement, liquidated damages in the amount of \$1,500 per day will be assessed against the Respondent by St. Johns County.

By signing of the Agreement to provide the services described in this Request for Proposals, Respondent agrees to pay such liquidated damages.

5. Permitting and Compliance:

- A. Facility must comply with all federal, state, and local statutes, ordinances, rules, and regulations.
- B. Vendor must provide all applicable permits/licenses.

6. Guarantees and Warranties:

- A. Vendor must guarantee through performance bonding that the Facility will be operational and available to accept, process, and/or dispose of waste for the specified period of operation.
- B. Vendor shall provide a performance bond in the amount of \$500,000 payable to St. Johns County upon failure to open for business, failure to provide service or for premature closing of the Facility for any reason other than those described under Article 17 of the Agreement.

- C. Vendor must provide St. Johns County with a contingency lease allowing continued operation of the Facility by St. Johns County or its agent for a period of 180 days if the vendor should be unable to provide the franchise services for any reason other than regulatory modification. In the case of inability to provide agreed upon services because of regulatory noncompliance caused by improper operation, St. Johns County must, by terms of the contingency lease, be empowered, at its discretion, to expend performance bond funds, or other funds, to correct such regulatory deficiencies as necessary to resume operation of the Facility for the designated 180 days. Contingency lease shall authorize St. Johns County to utilize any on site equipment for the 180 day period. St. Johns County shall maintain such equipment in the condition that existed upon the day the County took charge of the Facility and began operating such equipment.
- D. Facility Vendor must guarantee St. Johns County that 100% of the Yard Trash generated within St. Johns County and accepted at the Facility, or a quantity equal to 15% of the total solid waste generation of St. Johns County, whichever is less, will be recycled as mulch, compost, or some other usable product. Failure to do so will result in St. Johns County seeking liquidated damages from the Vendor.

OPERATING CONDITIONS

1. Delivery of Yard Trash:

- A. St. Johns County will provide for separate collection of Yard Trash through its two franchised solid waste collectors, and will deliver this Yard Trash to the Construction and Demolition debris and Yard Trash management Facility.
- B. Separate loads of Yard Trash will not be accepted at Tillman Ridge Landfill or at County Transfer Stations upon commencement of operation of the Facility. Such Yard Trash will be required to be deposited at the Facility.

2. Delivery of Construction and Demolition Debris:

- A. Separate loads of Construction and Demolition debris will not be accepted at Tillman Ridge Landfill or at County Transfer Stations upon commencement of operation of the Facility. Such Construction and Demolition debris will be required to be deposited at the Facility.

3. Use and Delivery of Domestic Wastewater Treatment Plant Sludge and Animal Manure:

- A. St. Johns County will allow the use of wastewater treatment plant sludge and/or animal manure in a composting process provided the Facility complies with all applicable federal, state, and local regulations.
- B. St. Johns County will allow the Facility to use sludge from its domestic wastewater treatment plants when available. The sludge must be accepted as is at the plant with transportation arrangements being the responsibility of the Vendor.
- C. While animal manures may be used, they must be secured and transported by the Vendor. Transportation and use must comply with all federal, state, and local requirements.
- D. The delivery of other waste materials to the Facility is the responsibility of the generator or the Vendor.

4. Other Waste Materials:

- A. St. Johns County encourages the processing or recycling of other waste materials at the Facility with County approval provided all federal, state, and local requirements are met.
- B. Transportation of materials other than those described in 1. A. above is the sole responsibility of the Vendor.

5. Ownership of Waste:

All waste delivered to the site will be considered the property of the Vendor upon acceptance at the Facility.

6. Weighing and Records:

- A. All wastes accepted at the Facility must be weighed and copies of sequentially numbered weight tickets with required summaries submitted to St. Johns County Solid Waste Department on a weekly basis.
- B. All wastes generated in St. Johns County and designated for recycling must be indicated on the weight records submitted to St. Johns County so the County can claim proper credit toward state mandated recycling goals.
- C. All scale records must be summarized into the following categories on a weekly and monthly basis.

- 0 Construction and Demolition debris recycled
(Generated from sources within St. Johns County)
- 0 Construction and Demolition debris recycled
(Generated from sources outside St. Johns County)
- 0 Construction and Demolition debris landfilled
(Generated from sources within St. Johns County)
- 0 Construction and Demolition debris landfilled
(Generated from sources outside St. Johns County)
- 0 Yard Trash recycled
(Generated from sources within St. Johns County)
- 0 Yard Trash recycled
(Generated from sources outside St. Johns County)
- 0 Yard Trash landfilled
(Generated from sources within St. Johns County)
- 0 Yard Trash landfilled
(Generated from sources outside St. Johns County)
- 0 Other waste recycled
(Generated from sources within St. Johns County)
- 0 Other waste recycled
(Generated from sources outside St. Johns County)

7. Ownership of Products:

All products produced from waste products by processing or other means are the sole property of the Vendor with St. Johns County retaining no ownership rights in such products.

8. Storage:

Products produced on site by processing or recycling may be stored on site for a period not to exceed one year provided no federal, state, or local statutes, ordinances, or regulations are violated and provided that no nuisances result.

9. Sale of Products:

Marketing and sale of the products produced at the Facility are the sole responsibility of the Vendor. St. Johns County reserves the right to negotiate for the proceeds from such sale.

10. Proceeds From Sale of Products:

St. Johns County will be paid a percentage of the moneys received from the sale of recycled products as an incentive to the County to improve waste separation programs. Such money's shall be paid to the St. Johns County Solid Waste Department on a monthly basis by the 15th of the month following the month the products are delivered. Such percentage (if any) shall be negotiated with each annual adjustment.

11. Liability / Indemnification:

Since St. Johns County will exercise no quality control over the production of recycled products or the day to day operation of the Facility, any liability associated with the products produced will be the sole responsibility of the Vendor. The Vendor will hold St. Johns County harmless for any costs or injury arising from the location, ownership, establishment, or operation of the Facility or from the use or sale of products produced by the Facility.

12. Availability of Product(s) For Use By St. Johns County:

Vendor must make at least 10% of any recycled product produced available to St. Johns County for use on County Property for evaluation purposes. Such products provided to St. Johns County at no charge can not be sold or transferred in any way by the County to a third party. When the County uses such products on its own property, signs shall be placed in strategic locations to inform the public of the use and origin of the recycled products. Such signs shall clearly state that the products were produced by the Vendor from waste products. Transportation of such products shall be the responsibility of St. Johns County.

13. Operating Hours:

- A. At a minimum, the Facility must be open to the public for the receipt of waste from 7 a.m. until 6 p.m. Monday through Saturday. These hours may be revised by St. Johns County in the future.
- B. Site operations, such as turning of compost windrows, movement of materials, etc., must be confined to daylight hours unless approved by St. Johns County.

14. Holidays:

The Facility must be open Monday through Saturday with the exception of the following holidays:

- 0 Thanksgiving Day
- 0 Christmas Day
- 0 Other days approved by St. Johns County

15. Employees:

All duties and responsibilities associated with hiring employees, provision of benefits and compensation, and supervision are the responsibility of the Vendor. No Vendor employee shall in any way be considered an employee of St. Johns County.

16. Noise:

All equipment at the Facility shall be fitted with mufflers or other devices as specified or originally equipped by the manufacturer.

17. Dust Control:

Vendor shall use water spray or other methods acceptable to St. Johns County for control of dust resulting from traffic within the Facility or from operation of the Facility.

18. Vector Control:

Vendor shall use an extermination service or other means to effectively control flies, rats, or other vectors.

19. Equipment:

All equipment used in the Facility operation shall be provided by the Vendor and shall be maintained and operated in compliance with all federal, state, and local requirements by the Vendor.

20. Host Fees:

A. St. Johns County shall initially be paid a host fee of \$5 for every ton of waste accepted at the Facility, including those wastes generated outside of St. Johns County.

B. Host fees, along with all scale records shall be delivered to St. Johns County Solid Waste Department on a monthly basis by the 15th day of the following month.

- C. Host fees will be adjusted annually when the tipping fees are established for Tillman Ridge Landfill. The adjustments in the host fee will not be such as to adversely affect the volumes being received at the facility or to make the Franchise arrangements and the needed service for St. Johns County residents less viable.

21. Vendor Fees:

- A. Vendor Fees are the fees charged for acceptance of waste at the Facility and shall cover all Vendor costs and profit except those covered by sale of processed or recycled material.

22. Tipping Fees:

- A. Tipping fees may be charged for waste accepted at the site. Initial tipping fees will be set by this proposal process (See Exhibit "B"). Tipping fees are the total of Vendor Fees and Host Fee. Tipping fees can be adjusted according to the procedure set forth in Article 4 of the Agreement.
- B. Tipping fees may include the cost of operation of the Facility plus any host fees imposed by St. Johns County minus the Vendor's anticipated revenues from processed or recycled products.

23. Contingency Plans:

- A. Vendor must provide as a part of his proposal and must update on an annual basis prior to any Vendor Fee adjustment, a contingency plan which provides for the disposal of any recycled product which can not be sold or used and for the disposal of any waste materials accepted at the Facility which cannot be landfilled on the premises or used to make a saleable or usable recycled product.
- B. Vendor must provide as a part of this proposal and must update as necessary a contingency plan detailing procedures for operation of the Facility during periods of heavy rainfall.
- C. Vendor must provide as a part of this proposal and must update as necessary a contingency plan detailing how the Facility will be secured in the event of a hurricane or other natural disaster.

EXHIBIT "B"

TIPPING FEE SCHEDULE

<u>ITEM</u>	<u>PRICE</u>		<u>UNIT</u>
YARD TRASH	\$27.00	PER	TON
CONSTRUCTION AND DEMOLITION DEBRIS	\$29.00	PER	TON
OTHER	\$29.00	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 \$5.00 Host Fee required by St. Johns County.

- D. Vendor must provide as a part of this proposal and must update as necessary a contingency plan detailing how the Facility could contribute to clean up efforts following a hurricane or other natural disaster.
- E. Vendor must provide as a part of this proposal and must update as necessary a contingency plan detailing fire protection procedures, equipment, and methods available at the Facility.

24. Schedule:

Southland Environmental Systems, Inc. will begin operations of the Construction and Demolition Landfill Element no later than August 16, 1991 days following execution of the AGREEMENT FOR MANAGEMENT OF Construction and Demolition DEBRIS AND Yard Trash.

Proposal No:91-23

EXHIBIT "B"

SCOPE OF WORK

MANAGEMENT OF YARD TRASH

PROVISION AND OPERATION OF FACILITY

1. A Facility shall be established which will, in an environmentally sound manner, process, recycle, dispose of, or otherwise manage all Yard Trash generated within St. Johns County and delivered to the Facility.
2. Yard Trash from areas other than St. Johns County can be accepted at the Facility.
3. Vendor shall furnish all permitting and licensing, all labor, materials (unless noted below), equipment (including scales), and services for all waste processing, recycling and/or disposal as specified herein.
4. Although not specifically indicated, Vendor shall furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a complete installation and operation.

GENERAL CONDITIONS

1. Location:
 - A. The Facility must be located within the borders of St. Johns County, Florida.
 - B. The Facility shall not be located in an open sink hole or in an area where geological formations or subterranean features would not provide support for the proposed facilities.
2. Capacity:
 - A. The Facility must have the capability to manage Yard Trash projected to be generated in St. Johns County for term of this Agreement. These projections assume that 33% of the residential waste generated in St. Johns County is Yard Trash.
 - B. While waste from other sources may be accepted, capacity to meet the ten (10) year requirements of the COUNTY must be reserved for service to the COUNTY. (See item 2.A. above.)

3. Access:

A. All weather roadways must be maintained to provide access to all types of wheeled motor vehicles licensed to travel on the roads in the State of Florida from the nearest federal, state, or county roadway. Provision and maintenance of such all weather roadway is the responsibility of the Vendor.

B. Access to areas where Yard Trash may be deposited must be afforded to members of the public during the hours of waste acceptance.

C. Access must be provided during normal business hours to any representative of a federal, state, or local regulatory agency or to COUNTY representatives or employees for inspection purposes.

D. Access to the Facility during non-business hours must be controlled by fences, security personnel, or other means to guard against unauthorized entry by members of the general public.

4. Permitting and Compliance:

A. The Facility must comply with all federal, state, and local statutes, ordinances, rules and regulations.

B. Vendor must provide all applicable permits/licenses.

5. Guarantees and Warranties:

A. The Facility Vendor must guarantee the COUNTY that 100% of the Yard Trash generated within St. Johns County and accepted at the Facility will be processed as mulch, compost, or some other usable product. Failure to do so will result in the COUNTY seeking liquidated damages from the Vendor.

OPERATING CONDITIONS

1. Delivery of Yard Trash:

A. The COUNTY will provide for separate collection of Yard Trash through its franchised solid waste collectors, and will deliver this Yard Trash to the Yard Trash management Facility.

B. Separate loads of Yard Trash will not be accepted at Tillman Ridge Transfer Station upon commencement of operation of the Facility. Such Yard Trash will be required to be deposited at the Facility.

2. Ownership of Yard Trash:

All Yard Trash delivered to the site will be considered the property of the Vendor upon acceptance at the Facility.

3. Weighing and Records:

A. All Yard Trash accepted at the Facility must be weighed and copies of weight tickets with required summaries submitted to St. Johns County Solid Waste Department on a weekly basis.

B. All scale records must be summarized into the following categories on a weekly and monthly basis:

- Yard Trash recycled (Generated from sources within St. Johns County)
- Yard Trash recycled (Generated from sources outside of St. Johns County)
- Yard Trash landfilled (Generated from sources within St. Johns County)
- Yard Trash landfilled (Generated from sources outside of St. Johns County)

4. Ownership of Products:

All products produced from Yard Trash by processing or other means are the sole property of the Vendor with the COUNTY retaining no ownership rights in such products.

5. Storage:

Products produced on site by processing or recycling may be stored on site for a period not to exceed one year, provided no federal, state, or local statutes, ordinances, or regulations are violated, and provided that no nuisances result.

6. Sale of Products:

Marketing and sale of the products produced at the Facility are the sole responsibility of the Vendor. The COUNTY reserves the right to negotiate for the proceeds from such sale.

7. Liability/Indemnification:

Since the COUNTY will exercise no quality control over the production of recycled products or the day to day operation of the Facility, any liability associated with the products produced will be the sole responsibility of the Vendor. The Vendor will hold the COUNTY harmless for any costs or injury arising from the location, ownership, establishment, or operation of the Facility or from the use or sale of products produced by the Facility.

8. Availability of Product(s) for Use by St. Johns County:

Vendor must make at least 10% of any recycled product produced available to the COUNTY for use on COUNTY Property for evaluation purposes. Such products provided to the COUNTY at no charge cannot be sold or transferred in any way by the COUNTY to a third party. When the COUNTY uses such products on its own property, signs shall be placed in strategic locations to inform the public of the use and origin of the recycled products. Such signs shall clearly state that the products were produced by the Vendor from waste products. Transportation of such products shall be the responsibility of the COUNTY.

9. Operating Hours:

A. At a minimum, the Facility must be open to the public for the receipt of Yard Trash from 7:00 a.m. until 5:00 p.m. Monday through Friday, and 7:00 a.m. through 12:00 noon on Saturday. These hours may be revised by the COUNTY in the future.

B. Site operations, such as turning of compost windrows, movement of materials, etc., must be confined to daylight hours unless approved by the COUNTY.

10. Holidays:

The Facility must be open Monday through Saturday with the exception of the following holidays:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Other days approved by the COUNTY

11. Employees:

All duties and responsibilities associated with hiring employees, provision of benefits and compensation, and supervision are the responsibility of the Vendor. No Vendor employee shall in any way be considered an employee of the COUNTY.

12. Noise:

All equipment at the Facility shall be fitted with Mufflers or other devices as specified or originally equipped by the manufacturer.

13. Dust Control:

Vendor shall use water spray or other methods acceptable to the COUNTY for control of dust resulting from traffic within the Facility or from operation of the Facility.

14. Vector Control:

Vendor shall use an extermination service or other means to effectively control flies, rats, or other vectors.

15. Equipment:

All equipment used in the Facility operation shall be provided by the Vendor and shall be maintained and operated in compliance with all federal, state, and local requirements by the Vendor.

16. Tipping Fees:

A. Tipping fees may be charged for Yard Trash accepted at the site. Initial tipping fees for Yard Trash generated in St. Johns County are provided in Exhibit "C." Tipping fees can be adjusted according to the procedure set forth in Exhibit "C" of the Agreement.

17. Contingency Plans:

A. Vendor must provide on an annual basis prior to any Vendor Fee adjustment, a contingency plan which provides for the disposal of any recycled product which cannot be sold or used and for the disposal of any waste materials accepted at the Facility which cannot be landfilled on the premises or used to make a saleable or usable recycled product.

B. Vendor must provide and must update as necessary a contingency plan detailing procedures for operation of the Facility during periods of heavy rainfall.

C. Vendor must provide and must update as necessary a contingency plan detailing how the Facility will be secured in the event of a hurricane or other natural disaster.

D. Vendor must provide as a part of this proposal a contingency plan detailing how the Facility could contribute to clean up efforts following a hurricane or other natural disaster.

E. Vendor must provide as a part of this proposal and must update as necessary a contingency plan detailing fire protection procedures, equipment, and methods available at the Facility.

EXHIBIT "C"
TIPPING FEE SCHEDULE
AND PAYMENT SCHEDULE

<u>ITEM</u>	<u>PRICE</u>	<u>UNIT</u>
*YARD TRASH	\$ 25.80	PER TON

Payment to Vendor:

The COUNTY shall attempt in good faith to pay Vendor for the receipt of Yard Trash generated each month in St. Johns County and delivered to the Facility by any hauler that is franchised by the COUNTY within 30 days, but in no event longer than 45 days after, the date of delivery of Vendor's invoice to the COUNTY, based on the total tons of Yard Trash delivered to the Facility during the month multiplied by the applicable tipping fee.

***Adjustment of Tipping Fees:**

Notwithstanding anything herein to the contrary, the tipping fees due from the County to the Vendor under this Agreement shall be \$22.00 per ton through July 31, 2003. The \$25.80 tipping fees shown on this Exhibit "C" shall become effective on August 1, 2003, and shall not be adjusted from August 1, 2003, until not earlier than three (3) years from the effective date of this Agreement. Beginning on the third anniversary date of this Agreement, and on each anniversary date thereafter, Vendor may increase or decrease the tipping fees by an amount equal to the annual percentage change in the Consumer Price Index, U.S. City Average (All Items), All Urban Consumers, hereinafter referred to as "CPI," using the most recent available CPI monthly bulletin published prior to the applicable anniversary date.