

RESOLUTION NO. 2014-71

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE AN AMENDED AND RESTATED CONTRACT FOR TRANSFER STATION OPERATIONS AND SOLID WASTE REMOVAL ON BEHALF OF THE COUNTY WITH WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, in 2005 the St. Johns County (hereinafter the "County") issued a request for proposals (RFP 05-84) for waste management and disposal services; and

WHEREAS, Waste Management Inc. of Florida (hereinafter the "Contractor") submitted a proposal in response to the County's RFP; and

WHEREAS, the County concluded that the Contractor's proposal was the best and most responsive proposal; and

WHEREAS, the County and the Contractor entered into a "Transfer Station and Solid Waste Removal Contract" ("Agreement") dated July 7, 2005; and

WHEREAS, the Contractor began to provide its services under the Agreement on or about July 31, 2005; and

WHEREAS, Section 1.1 of the Agreement provides that the Contract may be renewed for additional terms of seven (7) years each; and

WHEREAS, the County and the Contractor wish to renew the Agreement, subject to the conditions set forth in the "Amended and Restated Contract for Transfer Station Operations and Solid Waste Removal" ("Contract"), which is attached hereto and incorporated herein; and

WHEREAS, the Board of County Commissioners ("Board") has concluded that the Contract provides significant economic and other benefits to the public and thus is in the public interest.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are incorporated into the body of this resolution and are adopted as findings of fact.

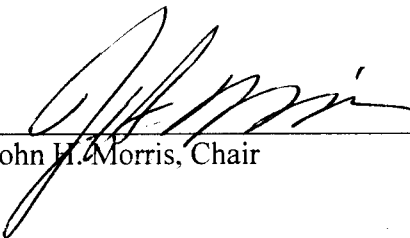
Section 2. The County Administrator, or his designee, is authorized to execute the Contract with Waste Management Inc. of Florida, on behalf of the County, for the purposes mentioned above.

Section 3. If any provision of this Resolution shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provision or cause any other provision to be invalid, inoperative or unenforceable to any extent whatsoever.

Section 4. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

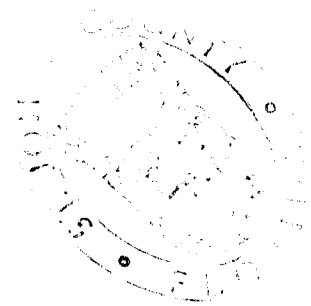
Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 1st day of April, 2014.

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



**AMENDED AND RESTATED CONTRACT
FOR TRANSFER STATION OPERATIONS
AND SOLID WASTE REMOVAL**

BETWEEN

ST. JOHNS COUNTY, FLORIDA

AND

WASTE MANAGEMENT INC. OF FLORIDA

2014

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**AMENDED AND RESTATED CONTRACT
FOR TRANSFER STATION OPERATIONS
AND SOLID WASTE REMOVAL**

This "Amended and Restated Contract for Transfer Station Operations and Solid Waste Removal" ("Contract") is made and entered into this _____ day of _____, 2014 ("Effective Date"), by and between St. Johns County, Florida (hereinafter, the "County") and Waste Management Inc. of Florida, a Florida corporation (hereinafter, the "Contractor").

RECITALS

WHEREAS, in 2005 the County issued a request for proposals (RFP 05-84) for waste management and disposal services; and

WHEREAS, the Contractor submitted a proposal in response to the County's RFP; and

WHEREAS, the County concluded that the Contractor's proposal was the best and most responsive proposal; and

WHEREAS, the County and the Contractor entered into a "Transfer Station and Solid Waste Removal Contract" ("Agreement") dated July 7, 2005; and

WHEREAS, the Contractor began to provide its services under the Agreement on or about July 31, 2005; and

WHEREAS, Section 1.1 of the Agreement provides that the Contract may be renewed for additional terms of seven (7) years each; and

WHEREAS, the County and the Contractor wish to renew the Agreement, subject to the conditions set forth in this Contract; and

WHEREAS, the Board of County Commissioners ("Board") has concluded that this Contract provides significant economic and other benefits to the public and thus is in the public interest.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions contained herein, and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree to comply with and be bound by the following provisions of this Contract:

ARTICLE I GENERAL PROVISIONS

1.0 DEFINITIONS

The capitalized words and phrases used in this Contract are defined in Exhibit "A."

1.1 TERM

1.1.1 Termination of the Agreement

The Agreement between the County and the Contractor shall be and hereby is terminated on the Effective Date of this Contract. On and after the Effective Date, the Parties shall be governed by the Terms of this Contract.

1.1.2 Term of the Contract

The initial Term of this Contract shall begin on the Effective Date and end on July 31, 2015. At the end of the initial Term, this Contract shall be renewed and extended automatically, without any further action by the County or the Contractor, for a renewal Term ("First Renewal Term") that shall begin on August 1, 2015 and end on July 31, 2022, unless this Contract is terminated earlier or extended in the manner provided herein.

After the First Renewal Term, this Contract may be renewed and extended in the following manner for additional renewal Terms of seven (7) years each. At the end of any renewal Term, the County or the Contractor may terminate this Contract unilaterally. However, any decision to renew or renegotiate the Contract must be mutually acceptable to the County and the Contractor. If either Party wishes to renew or renegotiate this Contract, they shall provide at least six (6) months' Notice to the other Party of their intent. In the absence of such Notice and in the absence of any mutually acceptable agreement to the contrary, this Contract shall expire automatically at the end of the renewal Term.

1.2 TERMINATION AND SPECIAL CONDITIONS

1.2.1 For Cause

Except as otherwise provided herein, if either Party commits a default (the "defaulting Party") and continues or fails to cure such default for or during five (5) Days after the other Party has given the defaulting Party Notice of such default, the other Party may, at its option, (i) terminate this Contract as of any date; (ii) cure the default at the expense of the defaulting Party; and/or (iii) have recourse to any other right or remedy to which it may be entitled at law or in equity. The non-defaulting Party's selection of any remedy specified herein shall not be construed as a waiver of any of the other specified options or any other rights at law or in equity related to the defaulting Party's default.

If a default does not endanger the health, safety, or welfare of the County or its citizens, and in the exercise of due diligence a cure cannot reasonably be effected during the aforesaid five (5) Day period, but can be cured within a reasonable time thereafter, such five (5) Day period shall be extended for such reasonable time to allow the cure of the default during the extended cure period.

In the event either Party waives a default by the other Party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default.

Each of the following shall constitute default:

1.2.1.1 Failure or Refusal of a Party to Comply with any Conditions or Requirements of the Contract.

The persistent, repeated, or substantial failure or refusal by either Party to fulfill any of its material obligations in accordance with the conditions and requirements in this Contract, unless excused or justified by a Force Majeure event, default by the other Party, or other legally recognized cause customarily justifying or excusing non-performance; provided, however, that a Party's failure or refusal to fulfill a material obligation shall not constitute a default unless and until the failing or refusing Party has been given Notice by the other Party that a failure or refusal is deemed to exist, which will, unless corrected within five (5) Days, constitute a default on the part of the failing or refusing Party. The events by which the Contractor shall be deemed to have failed or refused to fulfill a material obligation of this Contract shall include, but not be limited to, the following:

- (i) Failing or refusing to continuously, timely and adequately perform the work and duties required by this Contract;
- (ii) Willful or negligent failure to comply with any Applicable Laws or the Permit;
- (iii) Willful or negligent failure to file reports with or provide information to the County, in the manner required herein;
- (iv) Breaching any material warranty or making any representation in this Contract that is materially untrue;
- (v) Failing to timely pay, when due, any sums owed to a Subcontractor for service(s) or material(s) provided pursuant to this Contract;
- (vi) Failing to timely perform the work to satisfy the requirements established in this Contract;
- (vii) Failing to provide or continuously maintain the insurance policies in the manner required in Section 1.5.4;

- (viii) Failing to provide or continuously maintain the Performance and Payment Bonds in the manner required in Section 1.5.3;
- (ix) A parent corporation guarantee provided pursuant to Section 1.3.2 is revoked; or
- (x) The Contractor is placed on a convicted vendor list following a conviction for a public entity crime.

1.2.1.2 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) for the distribution or transfer of all or a substantial portion of a Party's property or business; or by becoming insolvent.

1.2.1.3 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the federal bankruptcy laws.

If this Contract is terminated pursuant to this Section 1.2.1., the County may at its option buy or lease, at fair market value, all or some of the On-site equipment, Transfer Tractors, and Transfer Trailers that are owned by the Contractor and used to perform this Contract. The fair market value for purchase or lease of the equipment shall be the average value that is established by the appraisals of three (3) qualified, independent appraisers. One appraiser shall be selected by the County, a second appraiser shall be selected by the Contractor, and a third appraiser shall be selected by the first two (2) appraisers. The County and the Contractor shall each pay one-half the cost of the appraisals.

The appraisals shall be completed and the fair market value of the equipment shall be determined as soon as practical after the Notice of termination is received by the Contractor. If the County exercises its option as stated above, the County shall pay the Contractor for the purchase or lease of the equipment and, in the case of a purchase, the Contractor shall provide the County with clear and unencumbered title to the equipment, no later than three (3) Days after the appraisals are complete and the County's option to buy is provided to the Contractor by Notice. If the County exercises a lease option, the lease shall be negotiated between the Parties as soon as practical, and without undue delay. A lease term may run to the length of the existing Term, at the County's option.

1.2.2 Force Majeure

1.2.2.1 Obligations Excused

Notwithstanding any other provision in this Contract, neither the County nor the Contractor shall be liable to the other for that portion of any failure or delay in performance of any obligation under this Contract that is directly due to the occurrence of a Force Majeure event. As a condition precedent to such excuse from liability, the Party experiencing a Force Majeure event shall:

- (a) Promptly notify the other Party verbally; and
- (b) As soon as practical; but in no event more than ten (10) Days thereafter, prepare and deliver to the other Party a Notice with a written description of (1) the commencement of the Force Majeure event, (2) its estimated duration and cost impact, if any, on the Party's obligations under this Contract, and (3) its estimated impact (other than cost), if any, on the Party's obligations under this Contract; and,
- (c) Perform the continuing obligations set forth in Section 1.2.2.2, below.

1.2.2.2 Continuing Obligations

Whenever a Force Majeure event shall occur, any Party claiming any protection set forth in Section 1.2.2.1 shall, as quickly as possible, to the extent reasonable, eliminate the effects thereof, reduce the costs thereof, and resume full performance under this Contract.

The Party claiming a Force Majeure event shall affirmatively prove to the other Party the occurrence of the Force Majeure event and all resulting impacts, if any, to the performance of this Contract.

The Parties recognize that nothing in this Section 1.2.2 and its subsections shall in any way limit any duty of each Party, as otherwise specified within this Contract, to comply with all Applicable Laws and Permit provisions.

Although strikes, slowdowns, walk-outs, block-outs, industrial disturbances, or other labor disputes are not Force Majeure events, if such events occur, the Contractor or the County shall take all reasonable steps to continue their respective normal operations. Among such steps which may be required are the transfer of Contractor personnel from any other locations to the Transfer Station, hiring of additional short-term employees, and the Contractor contracting with other entities to provide the necessary equipment or labor required to perform the Contractor's responsibilities under this Contract.

1.2.3 Environmental Assessment after Force Majeure or Termination

At the request of either Party, the County and Contractor shall conduct a post-Force Majeure or post termination environmental assessment of the Transfer Station and Site, which shall commence within fourteen (14) Days after the Force Majeure event or the termination of this Contract. The environmental assessment shall be used, in conjunction with any prior environmental assessments or studies of the Site, to determine whether the Contractor's activities have caused Pollution of the soil, groundwater or surface water at the Transfer Station or Site. Upon request, the County shall furnish to the Contractor the results of the County's prior assessments and studies of the Site. The environmental assessment also shall be used to determine whether the Transfer Station and the Site are in compliance with the requirements of the Permits, Applicable Laws, and this Contract. The precise scope of work for the environmental assessment shall be established upon mutual agreement of the Parties. The cost of the environmental assessment shall be shared equally by the County and the Contractor. This Section 1.2.3 shall survive the termination of this Contract.

1.2.4 Interim Operations

In the event that this Contract is terminated for cause before the end of any Term, the Contractor shall continue operations for an interim period of up to one hundred fifty (150) Days, if requested to do so by the County, in order to allow the County to obtain the services of a successor contractor or to make arrangements to undertake operation of the Transfer Station and the disposal of Solid Waste with its own forces. The Contractor shall be paid for its services during said interim period at the rates in effect prior to issuance of the Notice of Termination. This Section 1.2.4 shall survive the termination of this Contract.

1.2.5 Vacating the Transfer Station and Site

Upon vacating the Transfer Station and Site, the Contractor shall leave all structures, utilities, and improvements in good condition. The Contractor shall properly dispose of any accumulations of waste materials, rubbish, and other debris resulting from the Contractor's activities. The Contractor shall remove Contractor's tools, equipment, machinery, and surplus materials from the Transfer Station and Site, and shall leave the Transfer Station and Site clean. The Contractor shall restore to original condition (ordinary wear and tear excepted) any portions of the Transfer Station or Site that were altered or changed by the Contractor without the County's approval, unless otherwise directed by the County.

1.2.6 Termination Due to Environmental Contamination

The County may terminate this Contract at any time if the County reasonably concludes that the continued use of the Disposal Facility exposes the County to significant liability under Applicable Law because of Pollution or environmental contamination at the Disposal Facility. Among other things, the County may consider whether: (a) the Disposal Facility has been or soon will be included in the U.S. Environmental Protection Agency's National Priority List or an analogous state or federal list of contaminated sites; or (b) a state or federal agency has identified Pollution or contamination at the Disposal Facility that violates Applicable Law. Before the

County terminates this Contract pursuant to the provisions of this Section 1.2.6, the County shall provide at least thirty (30) Days' Notice to the Contractor of the County's intent to terminate, and the County shall provide the Contractor an opportunity to cure pursuant to Section 1.2.1, above. If the County intends to terminate this Contract because of the County's concerns about a specific Disposal Facility, the Contractor may achieve a satisfactory cure by, among other things, terminating the Contractor's use of such Disposal Facility.

1.2.7 Termination Due to Increased Costs

At any time during any Term of this Contract, the County may at its option terminate this Contract if the County determines that an event beyond the Parties' control occurs that, while not reaching the level of a Force Majeure event, escalates price and costs to a level that the County reasonably determines to be excessive or not cost efficient to the County. Under such circumstances, the County shall give Notice of early termination at least six (6) months before the termination of the Contractor's services. As a prerequisite to exercising its option to terminate, the County shall enter into good faith negotiations with the Contractor to determine if any reasonably cost effective method of operating under this Contract may exist. If such reasonably cost effective method is determined to exist, the Parties shall adopt such method and continue under this Contract.

Upon termination of this Contract pursuant to this Section 1.2.7, the County shall: (a) assume all of the obligations under this Contract; and (b) pay the Contractor, not later than sixty (60) Days after termination, for the services provided by the Contractor prior to the termination.

1.3 DAMAGES, INDEMNIFICATION, AND DEDUCTIONS

1.3.1 Liability, Indemnification, and Contribution

The provisions of this Section 1.3 shall survive the termination of this Contract.

1.3.1.1 Liability

The Contractor shall be liable for those injuries or conditions that are caused by or result from the Contractor's failure to operate the Transfer Station, or transport or dispose of Acceptable Waste, or appropriately handle any other type of waste, in accordance with the requirements in this Contract. The Contractor shall not be liable for those injuries or conditions that are caused solely by or result solely from the County's negligent activities at the Transfer Station or Site. To the extent that the County and Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 1.3.1.3, below.

1.3.1.2 Indemnification

The Contractor shall protect, defend, hold harmless and indemnify the County (including its elected officials, agents, representatives and employees) from and against any and all claims, damages, demands, liabilities, losses, delays, fines, penalties, settlements, injuries and expenses of any kind or nature, including court costs and reasonable attorneys' fees (including costs and

fees for appeals, mediations, arbitrations, and administrative proceedings), (collectively "claims") which in any way arise out of, result from, or relate to the Contractor's failure to operate the Transfer Station, or failure to haul or dispose of Acceptable Waste, or appropriately handle any other type of waste, in accordance with the requirements in this Contract and Applicable Laws, provided that any such claim is (a) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible personal property or natural resources, including the loss of use resulting therefrom, or Pollution, or actual or alleged violations of Applicable Laws, and (b) is caused by an act, omission, or negligence of the Contractor, any Subcontractor, anyone employed by any of them, or anyone for which any of them may be liable. The Contractor's obligations under this Section 1.3.1.2 include any and all claims arising or resulting in any way from (c) the Contractor's designation of any document or material as exempt from public disclosure under the Public Records Law or (d) the County's decision to enter into this Contract with the Contractor. With regard to (d), the County represents that it has the power and authority to enter into this Contract, by doing so it does not violate any statute, ordinance, resolution, charter, or purchasing manual provision and that the County will not initiate or raise by itself in any litigation or other proceeding that the Contract violates any statute, ordinance, resolution, charter or purchasing manual provision. The Contractor's obligations shall not be limited by, or in any way to, any insurance coverage, including but not limited to benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts, or by any provision in or exclusion or omission from any policy of insurance. The Contractor shall investigate, handle, respond to, provide a defense for and defend against any such claim at the Contractor's sole cost and expense, and shall bear any and all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

If the County is entitled to be indemnified and defended by the Contractor in the manner described above and the Contractor fails to promptly assume and pay for the defense of any such claim, then the County may contest or settle any such claim and the Contractor shall pay any and all sums expended by the County in contesting or settling such claim (including costs, expenses, and attorney's fees). Any attorney or law firm hired by the Contractor to defend or represent the County with regard to any claim must first be approved in writing by the County. If the County and the Contractor are defendants with regard to any claim and it is determined by the County that there are or may be legal defenses available to the County which are different from or in addition to those defenses available to the Contractor, or if it is determined by the County that the County has or may have a claim against the Contractor, then the County shall have the right to select separate counsel to represent the County and to assert the County's legal defenses and claims against the Contractor. In such cases (except as pertaining to legal defenses and claims against the Contractor), the Contractor shall promptly pay all costs and expenses for the County's defense or claim, when and as such costs and expenses become due and payable.

1.3.1.3 Contribution

In the event of joint negligence on the part of the County and the Contractor, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, as it exists on the Effective Date.

1.3.2 Parent Corporation Guarantee

If the Contractor fails or refuses to satisfy the requirements of Section 1.3.1.2 with regard to any claims listed in that section, then the Contractor's parent corporation (Waste Management, Inc., a Delaware corporation) shall satisfy the Contractor's obligations under Section 1.3.1.2, in accordance with the executed Guarantee that is attached hereto as Exhibit "F."

1.3.3 Damages

Except where otherwise specifically provided, the measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by either the Contractor or the County to meet any of its obligations under this Contract shall be the actual damages incurred by the County or the Contractor. However, neither Party shall have any liability under this Contract for any consequential, special, indirect, or punitive damages. Actual damages shall include, but shall not be limited to, the following damages:

1.3.3.1 Damages in the Event of Termination

If the County terminates this Contract because of default or other cause by the Contractor, the Contractor shall be liable to the County for all actual damages incurred by the County as a result of Contractor's default. The foregoing shall apply without regard to the County's rights pursuant to the Performance and Payment Bonds, but in no event shall the County recover more than its actual damages.

1.3.3.2 Damages Due to Failure to Maintain the Transfer Station or County Equipment and/or Failure to Transfer and Dispose Acceptable Waste.

If, after Notice to Contractor and failure to cure pursuant to Section 1.2.1 of this Contract, the Contractor fails or refuses to maintain the County's Transfer Station or equipment in accordance with this Contract or fails to transfer, haul and dispose Acceptable Waste in accordance with this Contract, the County shall have the right to take such actions as were required to be taken by the Contractor (including but not limited to contracting with third parties) and the Contractor shall pay the County all costs and expenses reasonably incurred by the County for failing to maintain the Transfer Station or equipment and shall pay the County any costs or expenses in excess of the Service Fee if the Contractor fails to transfer, haul or dispose Acceptable Waste in accordance with this Contract, assuming the Service Fee is not paid to the Contractor in this event. The foregoing shall apply regardless of whether the County terminates the Contractor and shall be in addition to any other damages for which the Contractor may be liable pursuant to other sections of this Contract.

1.3.3.3 The County's Damages Due to Contractor's Failure to Comply with Environmental or Other Applicable Laws

If the Contractor or a Subcontractor fails to comply with any applicable environmental regulations or other Applicable Laws, the Contractor shall pay to the County the following:

- (a) All lawful fines, penalties, and forfeitures charged to the County by any judicial orders or by any governmental agency responsible for the enforcement of environmental or other Applicable Laws; and
- (b) The actual costs incurred by the County as a result of the failure to comply with the environmental or other Applicable Laws, including any costs incurred in investigating and remedying the conditions which led to the failure to comply with the Applicable Laws.

1.3.4 Deductions

The Parties acknowledge and agree that it may be difficult or impossible to accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 1.3.4 and for which the Contractor would otherwise be liable. Accordingly, in lieu of the County seeking actual damages or other remedies, deductions from the Service Fee may, at the sole option of the County, be assessed from time to time against the Contractor for the following failures to comply with this Contract:

- (a) The Contractor shall:
 - (i) remove all Solid Waste from the inside of the Transfer Station at the end of each Operating Day (except for Solid Waste that is being stored temporarily in transportation containers or Transfer Trailers in accordance with the Operations Manual);
 - (ii) wash the tipping floor of the Transfer Station at the end of each Operating Day;
 - (iii) securely and completely cover each Transfer Trailer promptly after the trailer is filled with Acceptable Waste;
 - (iv) ensure that each Transfer Trailer is properly sealed and does not leak, drip, or spill Leachate in the Transfer Station or on the Site, except in locations where the Leachate is collected in a Leachate collection system approved by the FDEP; and
 - (v) remove each Transfer Trailer from the Site within 24 hours after the trailer is filled with Acceptable Waste (except for trailers filled on a Saturday or the day before a Holiday when the Transfer Station is not operating, which shall be removed from the Site within forty-eight (48) hours).

If the Contractor fails to comply with any one of these requirements and fails to correct the problem within twenty-four (24) hours after being properly informed of the failure to perform, the Director may give written Notice to the Contractor of the foregoing failure, and the County may assess a deduction from the Service

Fee in the amount of Two Hundred Fifty Dollars (\$250) for each such Noticed failure.

- (b) If the Contractor fails to adequately control litter as required by this Contract, the Director may give Notice to the Contractor of such failure. If the Contractor fails to remedy the failure within one (1) Operating Day of Notice from the Director, the Director will submit the failure to cure in writing and deductions in the amount of One Hundred Fifty Dollars (\$150) per day may be assessed against the Contractor until such time as the Director determines that the Contractor has remedied the failure. The Contractor shall not be deemed to violate the requirements of this paragraph if the Contractor has used reasonable care and the litter problem is caused primarily by high winds, heavy rains, or other severe weather.
- (c) If, due to Contractor's misconduct or negligence, the quality of surface water discharged from the Transfer Station falls below the standards established by the Permits or Applicable Laws, the Director may give Notice of same to the Contractor. If Contractor fails to remedy the conditions which produced the substandard surface water quality within two (2) Operating Days of Notice from the Director, the Director will submit in writing an outline of the water quality issue and deductions in the amount of Four Hundred Dollars (\$400) per day may be assessed against the Contractor until such time as the Director determines that the Contractor has remedied the conditions which produced the substandard surface water quality.
- (d) If the Contractor damages the County's Transfer Station or equipment at the Transfer Station, or if the Contractor fails to maintain the Transfer Station and equipment in the manner required by this Contract, the Director may give Notice to the Contractor of such damage or failure. If Contractor fails to remedy or reasonably provide or contract for the remedy of such damage or failure within three (3) Operating Days of Notice from the Director, the Director in writing will outline the failures, and deductions in the amount of Four Hundred Dollars (\$400) per day may be assessed against Contractor until such time as the Director determines that Contractor has remedied the foregoing damage or failure.
- (e) If the Contractor fails to keep and utilize the levels of labor and equipment required by this Contract, or as required by the State of Florida Department of Environmental Protection in the applicable FDEP permits, the Director may give Notice of such failure to the Contractor. If the Contractor fails to remedy such failure within one (1) Operating Day of Notice from the Director, the Director in writing will outline the failures and deductions in the amount of Four Hundred Dollars (\$400) per day may be assessed against Contractor until such time as the Director determines that Contractor has remedied the failure.
- (f) If the Contractor's activities at the Transfer Station result in Objectionable Odors beyond the boundary of the Site, the Director may give Notice of such condition

to the Contractor. If the Contractor fails to remedy the odor problem within two (2) Operating Days of Notice from the Director, the Director will in writing outline the issues and deductions in the amount of Four Hundred Dollars (\$400) per day may be assessed against the Contractor until such time as the Director determines that the Contractor has remedied the problem.

If the Contractor fails to comply with any one of the requirements identified in Sections 1.3.4(a) through 1.3.4(f), above, on three or more occasions in one Operating Year, the amount of the deduction for the third and subsequent failures pertaining to that requirement during such Operating Year may, at the County's sole option, be doubled.

If the Contractor objects to the County's claim of deductions, the Contractor may request non-binding mediation pursuant to Section 1.5.19, below. While such deduction is being disputed or contested in mediation or litigation, the deduction shall be stayed pending the final resolution of the Parties' dispute.

The County's election to apply or utilize any one or more deductions shall apply only to the specific Contractor's failure or failures for which the deduction is taken. The County's decision to use deductions in one instance shall not require the County to continue using deductions in lieu of other damages or remedies, or to use deductions for other failures, or to use deductions for prior, continuing or subsequent failures of the same or similar nature.

1.3.5 Settlement and Release

If this Contract is terminated, the County shall, not later than sixty (60) Days after termination, pay to the Contractor any and all sums due, owing, and unpaid to the Contractor by the County for work performed through the date of termination, less any and all sums owed by the Contractor to the County and less any and all deductions or other offsets the County may have. In exchange for this payment by the County, the Contractor shall execute and deliver to the County a general release of the County, its elected officials, employees, representatives, and agents, except for any unresolved claims for which the County has received written Notice from the Contractor within thirty (30) Days after termination. Except with respect to such unresolved claims, this payment to the Contractor shall constitute Contractor's full and final compensation under this Contract and the Contractor shall have no right to receive any further payments.

1.3.6 Survival After Termination

The requirements in Sections 1.3.1 through 1.3.5, above, shall survive the termination of this Contract.

1.4 STATEMENT OF ASSURANCE

During the Term of this Contract, the Contractor will not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against Contractor's employees or applicants for employment (as provided in Title VI of the 1964 Civil

Rights Act, as amended, and the Florida Human Rights Act of 1977, as amended). The Contractor understands and agrees that this Contract is conditioned upon compliance with the requirements in this Section 1.4. Furthermore, the Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, when federal grant(s) and other applicable federal and state laws are involved. Executive Orders and regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This Section 1.4 shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor shall also comply with the applicable provisions of the Civil Rights Act of 1866; Civil Rights Act of 1871; Equal Pay Act of 1963; Civil Rights Act of 1964; Civil Rights Restoration Act of 1987; Age Discrimination Act of 1975; Florida Statute Sections 112.042, 112.043, and 413.08; Age Discrimination and Employment Acts of 1967; Rehabilitation Act of 1973; Americans with Disabilities Act of 1990; Federal Civil Rights Act of 1991; Florida Civil Rights Act of 1992; any and all amendments to the foregoing; and all other Applicable Laws.

1.5 GENERAL CONDITIONS

1.5.1 Delivery of Bonds

The Contractor shall deliver to the County the required Performance and Payment Bonds at least three (3) Days prior to the Effective Date. The Bonds shall be delivered to the County at the following address:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

1.5.2 Reserved

1.5.3 Performance and Payment Bonds

At least three (3) Days before the Effective Date, the Contractor shall provide the Performance and Payment Bond required herein as security for the faithful performance and payment of all its obligations under this Contract. The Performance and Payment Bond shall be in the form and amounts specified in Exhibit "G" and shall be subject to the approval of the County. The Surety or Sureties shall be a company or companies acceptable to the County. The Performance and Payment Bond shall remain in full force and effects until all liabilities and obligations covered thereby have been performed, discharged, or are otherwise barred by Applicable Law. The amount of the Performance and Payment Bond shall be One Million Dollars (\$1,000,000). If the value of the work required by this Contract is increased, the County may require that the Performance and Payment Bond be increased accordingly.

1.5.4 Insurance Coverages Required of the Contractor

1.5.4.1 General Information

The Contractor shall purchase at its cost and maintain the following insurance coverages with insurance companies acceptable to the County for limits of liability of not less than as required herein. St. Johns County, a political subdivision of the State of Florida is to be an additional named insured under the Commercial General Liability, Automobile Liability, Umbrella Liability, and Environmental Impairment Liability policies with a "Separation of Insured's" Provision applicable to each policy. All liability insurance shall be on the "occurrence form." Each policy shall also provide that the Contractor's coverage is primary to any insurance or self-insurance program of the County and that the County shall not be directly responsible for the payment of any insurance premium due the insurance companies. The insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance supplied by the Contractor as shown herein. Policies of insurance shall be with carriers admitted to do business in the State of Florida. Carriers shall be "A" rated and have financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The Certificates of Insurance required herein shall be delivered to the County at least three (3) Days before the Effective Date of this Contract.

Certificates of Insurance shall show the certificate holder as "St. Johns County, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084." The Certificate of Insurance shall reflect thirty (30) Days' Notice of any cancellation or reduction in insurance coverage. No County property shall be occupied or work started under this Contract until the properly executed Certificates of Insurance have been approved by the County. On renewal at the end of each policy term, properly executed Certificates of Insurance must be delivered to the County at least thirty (30) Days before expiration of the insurance policies for the County's review and approval so that there will be no interruption in the Contractor's work under this Contract due to the lack of proof of insurance. Certificates of Insurance, along with any subsequent Notices of change or cancellation, shall be provided to the County as specified at the following address:

St. Johns County
Solid Waste Department
500 San Sebastian View
St. Augustine, FL 32084

1.5.4.2 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability Insurance shall be maintained by the Contractor in compliance with the laws of the State of Florida.

1.5.4.3 Commercial General Liability Insurance

Commercial General Liability Insurance shall be maintained by the Contractor with minimum combined single limits of One Million Dollars (\$1,000,000) including coverage parts of bodily

injury, personal injury, broad form property damage, blanket contractual liability, independent contractors, and products and completed operations. Any exclusion for explosion, underground damage, and collapse shall be removed.

1.5.4.4 Motor Vehicle

Motor vehicle (Automobiles and all other vehicles) Liability Insurance shall be maintained by the Contractor with minimum combined single limits of One Million Dollars (\$1,000,000) for all owned, hired, and non-owned vehicles.

1.5.4.5 Umbrella Liability Insurance

Umbrella Liability "Form Following" Insurance shall be maintained by the Contractor with a limit of not less than Five Million Dollars (\$5,000,000). Coverage shall be form following and drop down to underlying coverage's where limits are eroded. Umbrella coverage shall mirror and be no more restrictive than the underlying coverage.

1.5.4.6 Environmental Impairment Liability Insurance

Environmental Impairment Liability Insurance shall be maintained by the Contractor with a limit of not less than Ten Million Dollars (\$10,000,000) for claims based on or arising from conditions at the Disposal Facility, unless the County specifically approves a lesser amount and gives Notice of such approval. Environmental Impairment Liability Insurance shall be maintained by the Contractor with a limit of not less than Two Million Dollars (\$2,000,000) for claims based on or arising from conditions at the Site, the Transfer Station, and/or off-site roadways.

1.5.4.7 Commercial Insurance on Structures Owned by County

The County shall carry property insurance on all buildings owned by it at the Site, including the Transfer Station; however, this requirement shall not preclude the County from using self-insurance for a risk or a portion of a risk. County-owned fixtures shall likewise be insured by the County.

1.5.4.8 Noncompliance

Should the Contractor at any time fail to maintain the insurance coverage's required in this Contract, the County, at its discretion, may purchase such coverage's and charge the Contractor for any coverage's purchased. The County shall be under no obligation to purchase such insurance or to be responsible for the coverage's purchased or the financial stability of the insurance companies used.

1.5.4.9 Notice of Claims

The Contractor shall notify the County of all accidents, incidents, events or injuries which the Contractor reasonably believes may result in a claim of Fifty Thousand Dollars (\$50,000) or more, arising out of the Contractor's performance of this Contract, including but not limited to

claims relating to workplace injuries. The Contractor shall notify the County of any claim established and accepted as a liability under its commercial insurance or self-insurance which is paid in an amount equal to or greater than Fifty Thousand Dollars (\$50,000). The Contractor shall notify the County of any death arising out of the Contractor's performance under this Contract. The Contractor shall notify the County of any and all events, accidents, injuries, incidents, suits or claims which name or otherwise may involve or create liability for the County, including, but not limited to events involving Pollution at the Transfer Station, Site or Disposal Facility. The Contractor's obligations hereunder do not include claims based upon any rights which exist or may exist under the laws pertaining to employment rights such as, but not limited to the 1964 Civil Rights Act, the Americans with Disabilities Act or the Family Medical Leave Act. All Notices required under this Section 1.5.4.9 shall be provided promptly.

1.5.5 Assignment or Transfer

This Contract may not be assigned or transferred by either the County or the Contractor without the written consent of the other, and subject to such consent, shall be binding upon, and inure to the benefit of, the assignor's successors and assigns.

1.5.6 Contract Governed by Florida Law

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and it shall be binding upon, and inure to the benefit of, the Parties, their permitted successors, and assigns. Any action to interpret and/or enforce this Contract shall be brought and maintained in the State of Florida. Venue shall lie exclusively in the state and federal courts in and for St. Johns County, Florida.

1.5.7 Representatives of the Parties

The authorized representative of the County for purposes of this Contract shall be the Director or a person designated by the Director. The authorized representative of the Contractor for purposes of this Contract shall be the General Manager of the Transfer Station. Either Party may change its representative upon five (5) Days prior Notice to the other Party.

1.5.8 Notices

All Notices and consents required or permitted by this Contract shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with actual notice deemed to be given upon receipt. Such Notices and consents shall be addressed as follows:

If to the Board/County:

St. Johns County
Solid Waste Department
500 San Sebastian View
St. Augustine, FL 32084

If to the Contractor:

Timothy Hawkins
President
Waste Management, Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

Ronald Kaplan, Senior Counsel
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

Copies also shall be provided by hand-delivery or regular U.S. Mail to the On-site representative of the County and Contractor.

Changes in the respective addresses to which such Notices may be directed may be made from time to time by either Party by Notice to the other Party.

1.5.9 Waiver

Unless otherwise specifically provided by this Contract, no delay or failure to exercise a right under this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or Contractor at any time to require performance by the other Party of any provision of this Contract shall in no way affect the right of the County or Contractor thereafter to enforce same; nor shall waiver by the County or Contractor of any breach of any provision of this Contract be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Contract.

1.5.10 Representations of the Contractor

The Contractor represents that (a) it is a corporation duly organized under the laws of the State of Florida, or qualified to do business in the State of Florida, (b) this Contract has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to perform this Contract.

1.5.11 Representations of the County

The County represents that (a) this Contract has been duly authorized, executed, and delivered by the County in accordance with law, and (b) the County has the required power and authority to enter into this Contract.

1.5.12 Headings

Captions and headings in this Contract are for ease of reference only and do not constitute a part of this Contract.

1.5.13 Counterparts

This Contract may be executed in more than one counterpart, each of which shall be deemed an original.

1.5.14 Severability

If any provision, condition, covenant or obligation of this Contract is declared illegal, void of unenforceable, the remaining portions of this Contract will not be affected but will remain in full force and effect, and this Contract shall be construed as if such illegal, void or unenforceable provision had never been contained herein.

1.5.15 Survivability

Any provision, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Contract shall remain enforceable against such Party subsequent to such termination.

1.5.16 Third Party Beneficiaries

The Parties agree that no provision of this Contract is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a Party to this Contract to maintain an action pursuant to the provisions of this Contract.

Contractor expressly acknowledges that the County is or may be a Party to various contracts which affect or may affect the Transfer Station. Contractor understands and agrees that it is not an intended or third-party beneficiary under any of these contracts, and hereby waives any right to claim any interest therein.

1.5.17 Personal Liability

Nothing in this Contract shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

1.5.18 Independent Contractor

When performing the activities required by this Contract, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the County. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this Contract. Neither the Contractor nor any of its employees, officers, agents or Subcontractors shall represent, act, or be deemed to be

the agent, representative, employee, or servant of the County. The Contractor shall have no authority to bind the County to any contract.

1.5.19 Resolution of Disputes

The Parties agree to reasonably cooperate with each other so as to allow each other to comply with their respective obligations hereunder. Prior to the filing of any action at law or in equity, the Parties may, if both agree, submit any dispute to a non-binding mediation process the mediation process shall be governed by the mediation rules adopted by the Florida Supreme Court. The mediation hearing shall be conducted in St. Johns County. Neither Contractor nor the County shall be bound by the decision reached pursuant to this mediation process. Each Party shall pay one half of the reasonable fees and expenses of the mediator, plus its own expenses in connection with the resolution of disputes by mediation.

1.5.20 Merger Clause

This Contract constitutes the entire agreement and understanding of the Parties as to all matters addressed or referred to herein. This Contract supersedes all prior and contemporaneous agreements, contracts, understandings, representations, negotiations and warranties, whether oral or written, relating to such matters, including but not limited to the Agreement.

1.5.21 Organization Employment Disclaimer

The Contractor hereby agrees that no person supplied by it in the performance of this Contract shall be an employee of the County and further agrees that no rights of the County's rules accrue to any such person. The Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, other benefits and taxes and premiums appurtenant thereto of its employees in the performance of this Contract.

1.5.22 Fair Dealing

The Contractor declares and warrants that the Contractor enters into this Contract without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Contract are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than 5% of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Contract. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this Contract and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Contract.

The Contractor declares and warrants that the Contractor is not subject to the restrictions in Section 287.017, Florida Statutes, for a public entity crime.

The Contractor declares and warrants, pursuant to Section 287.135, Florida Statutes, that the Contractor is not on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, which are created pursuant to Section 215.473, Florida Statutes.

1.5.23 Sovereign Immunity

Nothing in this Contract shall be interpreted or construed to mean that the County waives any of its sovereign immunities under common law, the Florida Constitution, or any Florida Statutes, or the limitations on liability set forth in Section 768.28, Florida Statutes.

1.5.24 Amendment

Except as otherwise specifically provided herein, this Contract may be amended only by written instrument specifically referring to this Contract and executed with the same formalities as this Contract.

1.5.25 Order of Precedence

In the event of any conflict between the provisions of this Contract and those of the exhibits attached hereto, the provisions of this Contract shall govern.

1.5.26 Construction of Contract

Both Parties are represented by counsel and they had an adequate opportunity to participate in the drafting of this Contract. The Parties hereby waive any rule of law that would require any doubtful or ambiguous provisions contained herein to be construed against the Party that physically prepared this Contract. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Contract.

Whenever the context may require, any pronoun used in this Contract shall include the corresponding masculine, feminine and neuter forms, and the singular shall include the plural and vice versa.

Unless otherwise specifically noted, when the words "include" and "including" are used herein, they shall be deemed to be followed by the phrase "without limitation." References to included matters or items shall be regarded as illustrative only and shall not be interpreted to be a limitation on, or an exclusive listing of, the matters or items referred to.

When the words "agree," "approve," or "consent" are used herein, they shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed," except as specifically noted.

Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such words or phrases as of the Effective Date.

1.5.27 Exhibits to this Contract

All exhibits attached hereto are specifically incorporated into and made a part of this Contract.

1.5.28 Preservation of Audit; Consequences

It is explicitly noted that the County preserves its right to perform an independent audit and/or review of operations, practices and procedures conducted at any Solid Waste Facility that is covered under this Contract.

The observations, results, and/or recommendations of any independently conducted audit and/or review shall be contained in a final written audit/review report, which shall be distributed within ten (10) Days of completion to both the County and the Contractor.

Based on the observations, results, and/or recommendations contained in the final written audit/review report, either the County or the Contractor may immediately initiate negotiations with the other Party to amend this Contract so as to incorporate one or more of the recommendations. In the case that the final written audit/review notes a policy and/or practice that is inconsistent with or violative of local, state, or federal law, then the County and the Contractor shall amend this Contract, and adopt and incorporate a policy and/or practice that is consistent with and not violative of local, state, or federal law. The Party or Parties responsible for the cost of implementing one or more

1.5.29 Recitals Adopted by Reference

The Parties agree that the recitals set forth above are accurate and correct. The recitals are adopted by reference and made a part of this Contract.

1.5.30 Waiver of Right to Jury Trial

THE COUNTY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS CONTRACT.

1.5.31 Public Records Law

The Contractor shall comply with all applicable provisions of the Public Records Law. Among other things the Contractor shall produce public records for inspection and copying in compliance with Section 119.0701, Florida Statutes, if such requirements are applicable to Contractor.

1.6 REMEDIES NOT EXCLUSIVE

The remedies specified in this Contract shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any deductions by the Contractor shall

not constitute a defense for the Contractor, nor an election of remedies by the County, nor serve as the basis for a claim of estoppel against the County, nor prevent the County from terminating this Contract. No remedy conferred by this Contract is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity, 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.

**ARTICLE II
GENERAL TERMS AND CONDITIONS
CONCERNING CONTRACTOR'S RESPONSIBILITIES**

Subject to the conditions and limitations contained in this Contract, the Contractor shall be solely responsible for:

- (a) Inspecting, accepting, and disposing of the Acceptable Waste delivered to the County's Transfer Station by or on behalf of the County;
- (b) Providing all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Contract;
- (c) Performing all of its work under this Contract in accordance with the requirements of this Contract, the Permits, and Applicable Laws; and
- (d) Performing all of its work under this Contract at Contractor's expense, in exchange for the County's payment of the Service Fee.

2.1 COMMENCEMENT OF OPERATIONS

The Commencement Date shall be the first Operating Day after the Effective Date. On the Commencement Date, the Contractor shall commence the operation and maintenance of the Transfer Station, and the transfer and disposal of Acceptable Wastes, subject to and in compliance with the requirements in this Contract.

2.2 MINIMUM STANDARDS

This Contract contains performance standards and other requirements that shall govern the Contractor's activities. These requirements establish the minimum levels of performance that will be deemed acceptable by the County. In addition, it is the objective of this Contract that every aspect of the Contractor's work shall be performed safely and in accordance with the highest professional standards and best management practices for the Solid Waste industry.

2.3 PROHIBITIONS

Under no circumstances shall Contractor or Contractor's Subcontractor's activities cause: (a) Pollution or litter at the Transfer Station, Site, Disposal Facility or the transportation routes in between; (b) Objectionable Odors at the boundary of the Site; or (c) nuisance conditions.

2.4 REGULATORY COMPLIANCE

The Contractor shall operate the Transfer Station, and shall transport and dispose of the County's Acceptable Waste, in strict conformance with the provisions of all Permits and Applicable Laws. The Contractor shall comply with applicable local ordinances, zoning codes, and comprehensive land use plans. The Contractor shall respond promptly to all citations, warning letters, notices of violation, emergency orders and other enforcement actions (collectively "citations") concerning all of the Contractor's activities, including all citations concerning the Transfer Station, the Disposal Facility, and the transport and disposal of the County's Acceptable Waste. The Contractor shall provide Notice and a copy of any citation to the County within five (5) Operating Days after the citation is received by the Contractor. The Contractor shall pay all costs of investigating and responding to all citations, and shall pay all costs of correcting deficiencies and achieving compliance with all citations, and shall pay any fines and/or penalties assessed as a result of Contractor's non-compliance.

2.5 CUSTOMER AND COMMUNITY RELATIONS

All customer and public complaints and inquiries (collectively "complaints") about the Contractor's operations shall be the sole responsibility of the Contractor. The Contractor shall respond to all complaints by the end of the next Operating Day. The Contractor shall prepare and use a standard form to record the hour, date and nature of any complaint. A copy of the form shall be submitted to the Director on the day when the complaint is received by the Contractor. Copies of written complaints shall be attached to the standard form. The form shall be updated and resubmitted to the Director to show how and when the Contractor responded to the complaint. The Contractor shall keep copies of all complaints and forms in the Transfer Station at all times. All complaints and forms shall be deemed public records and subject to the provisions of the Public Records Law, as amended. The Contractor's standard form shall be subject to the Director's review and approval.

2.6 CONTRACTOR'S PERSONNEL AND EQUIPMENT

The Contractor shall provide all equipment and personnel necessary to perform Contractor's duties in a safe, timely and efficient manner. All of the Contractor's employees shall be appropriately trained and certified by the state (if required by Applicable Law) for the tasks assigned to them. All of the equipment used by the Contractor shall be appropriately designed, maintained and operated. The Contractor shall make arrangements for or have access to additional equipment and workers, as necessary, to ensure that the operation of the Transfer Station and the transfer and disposal of the Acceptable Waste is not interrupted or halted.

No changes in key personnel shall be made by the Contractor without prior written Notice to the Director.

The Director may, in his or her reasonable discretion, require the Contractor to dismiss or transfer any employee of the Contractor who the Director determines is acting in a wanton, negligent or unlawful manner, or otherwise is failing to perform the Contractor's duties in compliance with the requirements under this Contract or Applicable Law. The Director will communicate with the Contractor before exercising this right.

2.7 SUBCONTRACTORS

The Contractor may utilize Subcontractors in the performance of the work required hereunder. The Contractor shall be responsible for the acts and omissions of its Subcontractors and for all persons that are directly or indirectly employed by the Subcontractors. The indemnification obligations of Contractor contained herein shall be deemed to extend to all Subcontractors utilized by Contractor.

The Contractor further agrees to employ only those Subcontractors that have been approved by the Director. Such approval shall not be unreasonably withheld and shall be based on the Director's reasonable determination that the Subcontractor has the experience, equipment, personnel and financial resources to satisfactorily perform the work required by this Contract.

There shall be no contractual relationship between any Subcontractor and the County. There shall not be any obligation on the part of the County to pay or see to the payment of any monies which may be due to any Subcontractor. No subcontract shall relieve the Contractor of its responsibilities under this Contract.

2.8 MAINTENANCE OF TRANSFER STATION AND COUNTY EQUIPMENT

The Contractor is responsible for the appearance and maintenance of (a) the Transfer Station; (b) the areas of the Site that are used by or under the control of the Contractor; and (c) the built-in equipment, if any, provided by the County for the operation of the Transfer Station. The Contractor shall perform all routine repairs and maintenance activities necessary to ensure that the County's Transfer Station and built-in equipment operate properly and reliably. At a minimum, maintenance includes those activities and services that are required to comply with the manufacturers' recommendations and warranties.

The Contractor is not responsible for repairs to the County's Transfer Station, Site, or equipment, when such repairs are required by the cumulative effect of normal wear and tear over time or by damage caused by an Act of God. The County shall undertake and complete those repairs to the County's Transfer Station, Site or built-in equipment that are required by damage caused by an Act of God or by the cumulative effect of normal wear and tear over time. The Contractor is responsible for all other repairs, including malfunction, breakage, or wear and tear that is sudden and perceptible.

The Contractor shall notify the Director when repairs are done and keep appropriate records to demonstrate that Contractor has maintained the County's Transfer Station and equipment. At a minimum, the Contractor's records shall identify the date when the maintenance work was performed, the precise work that was performed, and the piece of equipment that was serviced.

The Contractor shall not change or alter the County's Transfer Station, built-in equipment or Site without the County's prior written approval. The Contractor shall provide the County with an inventory of the County's equipment upon termination of this Contract. The Transfer Station, built-in equipment, and Site shall be returned to the County in the same condition as released to the Contractor on the Commencement Date, excluding normal wear and tear. The County shall have the right to perform an annual inspection of the Transfer Station within thirty (30) Days of each anniversary of the Commencement Date.

2.9 OPERATIONS MANUAL AND SUPPLEMENTAL OPERATING REQUIREMENTS

The County previously prepared an Operations Manual. The Operations Manual 1.5.3 was included in the County's permit application to the Florida Department of Environmental Protection. The Operations Manual may hereafter be modified or amended by mutual written agreement of the County and the Contractor. The County will make any and all modifications to the Operations Manual required by the FDEP. The Operations Manual shall include the Safety Plan, which shall describe the plans and procedures for ensuring that the Contractor's work shall be performed in a safe and responsible manner. The Operations Manual shall include an Emergency Plan, which shall describe the plans and procedures for spills and emergencies on the Site or off-site roadways. In addition to complying with all Applicable Laws, the Contractor shall comply with the requirements in the Operations Manual, Emergency Plan, and Safety Plan.

2.10 PAYMENT OF EXPENSES

Except as otherwise specifically provided for herein, the Contractor shall be solely responsible for and shall pay all costs and expenses incurred in the performance of its duties.

2.11 PERMITS AND LICENSES

Except as otherwise provided in Section 5.2, the Contractor shall secure, renew, modify if necessary, and pay for all Permits, licenses, inspections, and other governmental charges that are necessary for the Contractor's activities, including truck registrations. The Contractor will be named as the operator in all Permits for the operation of the Transfer Station.

2.12 TAXES, CHARGES AND LEVIES

The Contractor shall pay all sales, consumer, use, and other taxes, and all assessments and fees required by law for or arising out of the Contractor's activities, including without limitation, sales taxes, if any, levied by the State of Florida on the transfer of ownership of Solid Waste, or any portion thereof, to the Contractor.

2.13 PLANS AND SPECIFICATIONS

The Contractor shall keep in good order at least one complete set of all plans, specifications, drawings, addenda, modifications, and supplemental drawings concerning the Transfer Station, as required by the FDEP operating permit for the Transfer Station. These documents shall be up to date and annotated to show any changes made to the Transfer Station during the Term of this Contract. These documents shall be kept at the Transfer Station, made available to the County for inspection and copying at all reasonable times, and delivered to the County upon termination of this Contract.

2.14 MAINTENANCE OF RECORDS

The Contractor shall develop and implement an organized system for keeping records concerning the Contractor's activities. At a minimum, the Contractor's records shall include copies of: (a) all Permits required for the Contractor's activities; (b) all complaints and forms, as described in Section 2.5; (c) all citations, as described in Section 2.4; (d) all correspondence to and from FDEP and other regulatory agencies directly or indirectly concerning the Contractor's activities; (e) the manufacturers' warranties and specifications for the County's Transfer Station, built in equipment, and any other equipment provided to the Contractor by the County; (f) all documents concerning the repair, maintenance or replacement of the County's Transfer Station, built in equipment, and any other equipment provided to the Contractor by the County; (g) the daily logs required by the Operations Manual; and (h) any other documents necessary or appropriate to confirm that Contractor has performed in accordance with this Contract.

The Contractor's records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of termination of this Contract. The County and its authorized agents shall have the right, during normal business hours, to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the Term of this Contract and during the period of five (5) years after the final termination of this Contract or such longer time as may be permitted by Applicable Law. The right to audit, inspect, and copy records and documents shall be at the County's sole expense, and shall not extend to confidential or proprietary information that does not pertain to whether the Contractor is properly performing under this Contract.

ARTICLE III CONTRACTOR'S RESPONSIBILITIES FOR THE OPERATION AND MAINTENANCE OF THE TRANSFER STATION

3.1 SOLID WASTE PROCESSING AT THE TRANSFER STATION

The Contractor shall be responsible for handling and processing all of the Solid Waste received at the Transfer Station. The Contractor shall inspect all of the Solid Waste received at the Transfer Station and determine whether the waste is acceptable. All of the Acceptable Waste that is delivered to the Transfer Station each day shall be accepted and loaded that day into Transfer Trailers for transport to the Disposal Facility.

The Contractor and the County shall use their best-efforts to ensure that Unacceptable Waste, including Special Waste and Prohibited Waste, is not accepted at the Transfer Station. If Unacceptable Waste is accepted at the Transfer Station, the Contractor will notify the Director and the Unacceptable Waste shall be handled in the manner provided in this Contract or, if not addressed herein, the Contractor shall promptly remove the Unacceptable Waste from the Transfer Station and the County shall make arrangements to dispose of it in a lawful manner. Trucks filled primarily or completely with Construction and Demolition Debris shall not be allowed to unload in the Transfer Station. However, if a small quantity of Construction and Demolition Debris is unloaded in the Transfer Station in a mixed Load, the Construction and Demolition Debris may be handled as Acceptable Waste.

The County shall provide at the Transfer Station Site all of the containers needed for the temporary storage of all of the materials that are required by the County to be segregated at the Transfer Station, including Special Waste. The County will be responsible for the transport of any segregated Special Waste to the County's storage containers at the entrance of the Landfill. The County shall arrange and pay for the removal of the segregated Special Waste from the Transfer Station. The Contractor shall coordinate its activities with the County to ensure that the containers of segregated materials are removed from the Transfer Station Site in a timely manner.

3.2 RESTRICTIONS ON SPECIAL WASTE

The Contractor shall not knowingly accept and the County shall not knowingly deliver any Special Waste at the Transfer Station unless the Contractor receives the Director's prior written approval.

If Special Waste is accepted at the Transfer Station, it shall be handled in the following manner: (a) Waste Tires shall be removed from the Solid Waste by the Contractor and transported to the County's container at the Transfer Station's temporary storage area; and (b) White Goods, lead acid batteries, and containers of used oil shall be removed from the Solid Waste by the Contractor and transported to the County's containers at the Transfer Station's temporary storage area.

3.3 PROHIBITED WASTE

Neither the County nor the Contractor shall knowingly accept any Prohibited Waste at the Transfer Station.

In the event, however, that Prohibited Waste is received at the Transfer Station, the Contractor shall immediately contact the Director so that the County may attempt to have the transporter remove such waste within a reasonable time, not exceeding twelve (12) hours after delivery. If the Contractor is unable to identify the transporter that brought the Prohibited Waste to the Transfer Station, the Contractor shall take all reasonable steps to ensure that the Prohibited Waste is promptly removed from the Transfer Station and the County shall arrange to dispose of it in a lawful manner. Under such circumstances, the Contractor and the County each shall pay

one-half of any reasonable costs incurred for testing, transporting and disposing of the Prohibited Waste.

The Contractor shall notify the Director promptly whenever Prohibited Waste is received at the Transfer Station. The Contractor shall submit a written report to the Director within three (3) Operating Days concerning the Prohibited Waste and how it was handled by the Contractor.

3.4 SIGNS AT TRANSFER STATION

The County and Contractor shall determine the size, location and content of any signs needed at the Transfer Station, at the public drop-off area, and on the access roadways On-site that are necessary for the safe and efficient operation of the Transfer Station. Such signs shall identify: (a) the types of materials that are accepted and prohibited at the Transfer Station; (b) the hours and Days of operation of the Transfer Station; and (c) other restrictions on access to or use of the Transfer Station. The County shall prepare, erect and maintain all exterior signs. The Contractor shall prepare, erect and maintain all signs inside the Transfer Station. All of the Contractor's signs at the Transfer Station shall be subject to the Director's prior written approval.

3.5 LEACHATE MANAGEMENT

The County shall operate and maintain the Leachate collection and disposal system in accordance with the Operations Manual, the Permits, and Applicable Laws. All Leachate generated in the Transfer Station area shall be collected in the Leachate collection system. The Contractor shall not allow Leachate to be released into the soils, surface water or groundwater at the Site. The Contractor shall promptly clean up all environmentally damaging spills, leaks and other occurrences, whether Leachate related or not, that occur at or on the Site. The Contractor shall coordinate with the County for Leachate sampling.

The County will pay the transportation cost, treatment cost, and disposal of the Leachate generated from the Contractor's activities at the Transfer Station.

3.6 LITTER CONTROL

The Contractor shall collect and promptly remove all litter resulting from the operation of the Transfer Station in the Transfer Station area and adjacent areas. At a minimum, litter shall be collected at least daily.

3.7 FLOOR CLEANUP

The Contractor shall ensure that all Solid Waste is removed from the tipping floor and loading tunnel of the Transfer Station at the end of each Operating Day. The tipping floor and the loading tunnel shall be washed down with water at the end of each Operating Day to prevent nuisance odors or vector problems. Acceptable Waste may be temporarily stored in Transfer Trailers at the Transfer Station Site for a period not-to-exceed twenty-four (24) hours (except for Solid Waste that is being stored temporarily in containers in accordance with the Operations Manual).

3.8 SCHEDULE OF OPERATIONS

The Contractor shall receive deliveries of Solid Waste at the Transfer Station between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday and between the hours of 7:00 A.M. and 1:00 P.M. on Saturday, which constitute normal hours of operation. The hours of operation for deliveries may be changed by the County upon reasonable Notice to the Contractor. The Transfer Station shall be open to receive Solid Waste on all Days of the year except Sundays and the following Holidays: New Year's Day, Thanksgiving Day, and Christmas Day. In cases where one of the foregoing Holidays falls on a weekday, the Contractor shall operate the Transfer Station on the following Saturday from 7:00 A.M. to 6:00 P.M.

The Contractor may operate at any time for the purpose of receiving or loading empty Transfer Trailers and performing maintenance work. The Contractor shall give prior notice to the County's personnel of the Contractor's anticipated working hours if the Contractor or its Subcontractors plan to be at the Transfer Station or Site before or after the normal hours of operation. The Contractor shall transport Acceptable Waste from the Transfer Station only during normal hours of operation because the County's scale house operators must weigh the outgoing Acceptable Waste. However, the Contractor may request the Director to approve an Operations Plan that authorizes the Contractor to transport Solid Waste at times other than the normal hours of operation. This plan must be approved by the Director before it is implemented. If emergency conditions, including but not limited to extreme wind or rainstorms, make it impractical to dispose of the resultant volume of Solid Waste during the normal hours of operation for the Transfer Station, the Contractor shall open the Transfer Station on other Days (up to a maximum of five (5) Days per year) or at other times reasonably requested by the County, without additional charge to the County, except for the County's payment of the Service Fee for such tonnage of Acceptable Waste as may be delivered from the Transfer Station to the Disposal Facility.

3.9 PERSONNEL AT TRANSFER STATION

The Contractor shall have sufficient numbers of appropriately trained personnel on duty at all times when Solid Waste is being received, handled, or transported at or from the Transfer Station as necessary to satisfy the requirements in this Contract and the FDEP permit to operate the Transfer Station.

3.10 SITE ACCESS AND SECURITY

During normal hours of operation as described in Section 3.8, the Contractor shall control access to the Transfer Station, subject to the provisions of Section 3.11, and shall prevent unauthorized access and clandestine dumping at the Transfer Station. During normal hours of operation as described in Section 3.8, the Contractor shall be responsible for the security of the County's Transfer Station, equipment, and other assets. Other than during hours of operation, the Transfer Station shall be secured and all gates locked. The Contractor shall be present to unlock and lock the Transfer Station at the beginning and end of each day the Transfer Station is used by the Contractor.

3.11 RIGHT OF ACCESS FOR COUNTY

The Contractor shall provide unrestricted access at any time during operating hours to the Director and his or her designees, personnel of public safety agencies, and representatives of County, state and federal regulatory agencies with jurisdiction over the Transfer Station. The Contractor also shall provide means for access by such persons during non-operating hours. The Contractor's access provisions for non-operating hours shall be subject to prior review and approval by the Director. The Contractor shall be given a reasonable opportunity to have a representative present for any inspections conducted during non-operating hours.

3.12 SAFETY

The Contractor shall be responsible for and shall provide for the personal safety of its personnel, waste haulers, County staff, regulatory agency inspectors, and the public when they are at the Transfer Station or On-site. The Contractor shall follow all Applicable Laws, including, but not limited to, the Occupational Health and Safety Act. The Contractor may require that all persons entering the Transfer Station comply with reasonable safety rules established by the Contractor.

3.13 COOPERATION WITH WASTE HAULERS

The Contractor's activities at the Transfer Station will necessarily interface with activities of waste haulers. The Contractor shall be responsible for devising, implementing and ensuring coordinated methods for efficient ingress, unloading, and egress of waste hauling vehicles. The Contractor's methods and procedures shall be subject to review and approval by the Director.

3.14 OFFICES AND FURNISHINGS AT TRANSFER STATION

Except for the County's offices near the landfill entrance gate, the Hazardous Waste storage area, and the County's scale house, all of the offices and facilities in the Transfer Station and Site are available for use by the Contractor. All of the areas and offices occupied by the Contractor shall be maintained in good repair and in a clean, neat and orderly manner. The Contractor shall be responsible for obtaining and maintaining the furnishings, materials and equipment necessary for the areas occupied by the Contractor.

3.15 PAYMENT OF CONTRACTOR'S UTILITIES BILLS

Except as provided herein, the Contractor shall pay all of the monthly bills for the electricity, telephone, and other services provided to the Transfer Station. The Contractor shall arrange and pay for the connection of any telephone service to the Transfer Station.

3.16 USE OF PREMISES

The Contractor shall confine its equipment, materials and workers to the areas authorized by the Operations Manual. The Contractor shall not unreasonably encumber the premises with materials, equipment, trailers, or trucks.

The Contractor shall not use the Transfer Station or any On-site area for activities other than those expressly authorized by this Contract, except with the advance written approval of the Director.

3.17 EDUCATIONAL FACILITIES AND PROGRAMS

The Contractor shall assist the County with the County's efforts to educate the public about Solid Waste management, the Transfer Station and the Disposal Facility.

3.18 CONTRACTOR'S TESTING RIGHTS

The Contractor may, at its sole expense, test the air, soil, water, or Leachate, at the Transfer Station and Site at any time. The Contractor shall immediately furnish to the County the results of any tests, reports, or other documents resulting from said tests.

3.19 OUT-OF-COUNTY WASTE

If approved in advance by the Board of County Commissioners, the Contractor may solicit and accept Solid Waste at the Transfer Station that is generated outside of St. Johns County, subject to the conditions contained herein. Prior to the acceptance of any out-of-County waste at the County Transfer Stations, the Contractor and the County shall develop a mutually acceptable addendum to this Contract that describes how the Solid Waste will be accepted, processed, transported and disposed of at the County approved Disposal Facility.

ARTICLE IV CONTRACTOR'S RESPONSIBILITIES FOR THE TRANSPORT AND DISPOSAL OF ACCEPTABLE WASTE

4.1 TRANSPORT AND DISPOSAL OF ACCEPTABLE WASTE

Commencing on the Commencement Date and continuing on each day thereafter, the Contractor shall timely transport all Acceptable Waste from the Transfer Station to the approved Disposal Facility. In that regard, the Contractor shall, at a minimum, remove all Transfer Trailers from the Site within twenty-four (24) hours after the trailers are filled with Acceptable Waste (except for trailers filled on a Saturday or the day before a Holiday when the Transfer Station is not operating, which shall be removed from the Site within forty-eight (48) hours). Throughout the Term of this Contract, the Contractor shall be responsible for the safe, timely and lawful transport and disposal of all Acceptable Waste delivered to the Transfer Station, and all Acceptable Waste under the control of the Contractor that is collected and Direct Hauled. The Contractor's activities shall be conducted in accordance with all Applicable Laws, including laws governing highway weight limits and speed limits.

4.2 TRACTORS, TRAILERS, COLLECTION VEHICLES

The Contractor shall provide all of the Transfer Tractors, Transfer Trailers and Collection Vehicles needed to haul the County's Acceptable Waste to the Disposal Facility. The Contractor shall make arrangements for or have access to additional Transfer Tractors, Transfer Trailers or Collection Vehicles, if necessary, to ensure that there is no interruption in the operation of the Transfer Station or the timely disposal of the County's Acceptable Waste.

Prior to the Commencement Date, the Contractor shall obtain sufficient Transfer Tractors, Transfer Trailers, and Collection Vehicles to transport the County's Acceptable Waste to the Disposal Facility. The Contractor's list of rolling stock will be submitted to the Director for approval within ten (10) Days after the Commencement Date. If the submitted list of rolling stock is not deemed sufficient, a meeting between the Director and the Contractor will occur in order for the Contractor to demonstrate the ability of the Contractor or his Subcontractor to perform. If the Contractor fails to demonstrate its ability to perform, the Contractor shall increase the rolling stock to a point satisfactory to the County. The Contractor shall replace the Transfer Tractors, Transfer Trailers, and Collection Vehicles as necessary to ensure that the Contractor has the ability to provide reliable service under this Contract. Changes in the equipment type or quantity will be submitted to the Director before the changes are implemented.

4.3 LOADING, COVERING, AND INSPECTING VEHICLES

The Contractor shall be responsible for loading Acceptable Waste into the Transfer Trailers at the Transfer Station, transporting the Acceptable Waste to the Disposal Facility, and unloading the Transfer Trailers at the Disposal Facility.

All Transfer Trailers and Collection Vehicles shall be covered by the Contractor promptly after being filled with Acceptable Waste and shall remain securely covered until unloaded.

Contractor's Transfer Tractors, Transfer Trailers, and Collection Vehicles shall be maintained by the Contractor in a clean and sanitary condition to prevent odors, vectors, nuisance conditions, and litter. No liquids shall be discharged or released from the Transfer Trailers when they are being used for the storage or transport of Acceptable Waste. All Transfer Tractors and Transfer Trailers shall be inspected by the Contractor at the Transfer Station before every trip as part of Contractor's routine safety and operations program. All Collection Vehicles shall be inspected by the Contractor while empty of Solid Waste, prior to beginning a new collection cycle.

4.4 APPROVED TRUCK ROUTES

The Contractor shall use only the truck routes designated in the Operations Manual when transporting Acceptable Waste from the Transfer Station to the Disposal Facility. The approved routes for the Contractor's vehicles in St. Johns County may be changed by the Director when appropriate. The proposed routes from the Transfer Station to the Disposal Facility shall be provided to the Director at least three (3) Days before the Commencement Date and any

proposed changes to the approved routes shall be submitted to the Director at least thirty (30) Days before the Contractor begins to use such routes.

4.5 SIGNAGE ON TRUCKS AND TRAILERS

Each Transfer Tractor and Collection Vehicle used to transport the County's Acceptable Waste shall bear the name and phone number of the Contractor in letters that are plainly visible and at least four inches high. Each Transfer Trailer shall be labeled in the same manner on each side (left and right) and on the tail gate. The signs or labels on the trailers shall be subject to the Director's prior written approval. No waste shall be delivered to the Disposal Facility under this Contract without the signage required by this Section 4.5.

4.6 THE DISPOSAL FACILITY

The Contractor shall provide at its expense, unless otherwise expressly provided herein or by subsequent written agreement with the County, for the disposal of all of the Acceptable Waste delivered to the Transfer Station. The County, at its option, may identify and designate one or more alternate or substitute Disposal Facilities.

The Contractor shall submit to the Director a copy of the current operating permit for each designated Disposal Facility at least sixty (60) Days before the Contractor begins to transport Solid Waste from the Transfer Station to the Disposal Facility, and the Contractor shall submit to the Director any new or revised operating or closure permit for such facility within thirty (30) Days after the permit is received the Disposal Facility. However, if notice and copies of said Permits, including new, revised, and closure Permits, will be otherwise provided to the County by a written agreement between the County and a Disposal Facility, the Contractor need not provide notice or copies of said Permits.

Until December 31, 2016, the Contractor shall, unless otherwise authorized in writing by the County Administrator, only use the approved Disposal Facility for the disposal of Acceptable Waste from the Transfer Station. Until December 31, 2016, the County Administrator may select or approve one or more substitute Disposal Facilities for the disposal of Acceptable Waste from the Transfer Station. In such cases, the Contractor shall be required to deliver such quantities of Acceptable Waste as are identified by the County Administrator to the substitute Disposal Facility. The Contractor shall be given one hundred eighty (180) Days prior Notice before being required to dispose of Acceptable Waste at the alternate Disposal Facility.

The Contractor shall have their proposed and approved Disposal Facility, and any County Administrator approved substitute Disposal Facility, provide and certify the information required in the form provided in Exhibit "E." However, if said information will be otherwise provided and certified to the County by a written agreement between the County and the Disposal Facility, the Contractor need not provide for such information or certification.

In the event the County designates an alternate Disposal Facility to be used, the County and the Contractor may review the total cost differential of transfer station operations, transportation, and disposal (as an aggregate) and negotiate new terms and conditions of this Contract, including but not limited to (i) a new total rate, either up or down, (ii) additional services and (iii) other

incentives to the County; all such negotiations shall be in good faith and any agreement from such negotiations shall be mutually acceptable to both Parties. Further, should the County seek to designate an alternate Disposal Facility as the result of a proposal that is for disposal only or includes other components (e.g., transfer station operations, transportation, or both), the County shall deliver such proposal to Contractor and Contractor shall have the option to match the proposal, thereby resolving the matter. In all such negotiations pursuant to this Section 4.6, each of the County and Contractor and the County must provide full disclosure of all costs of transfer station operations, transportation, and disposal at the current and proposed Disposal Facility. If the County and the Contractor are unable to agree about the new rate, or, in the case of a proposal as set forth above, Contractor does not match the proposal, either Party may terminate this Contract after giving Notice to the other Party and such termination shall occur the later of one hundred eighty (180) days after Notice of the termination or December 31, 2016.

4.7 SPILLS AND EMERGENCIES IN TRANSIT

If the Contractor's activities result in a spill or emergency on the Site or on off-site roadways, the Contractor shall implement the emergency plan that is contained in the Operations Manual. The Contractor shall promptly notify the appropriate state's Highway Patrol and local sheriff if the spill or emergency occurs off-site. The Contractor shall promptly initiate and complete all appropriate clean-up activities. The Contractor shall notify the Director verbally within twelve (12) hours and shall provide a written report to the Director within twenty-four (24) hours concerning the cause of the spill or emergency, the clean-up activities that were implemented, and the current status of the situation.

4.8 DISPOSAL OF UNACCEPTABLE WASTE

The Contractor shall promptly arrange and pay for the disposal of any Unacceptable Waste, including Special Waste and Prohibited Waste, that is loaded into the Transfer Trailers at the Transfer Station, removed from the Site by the Contractor, or collected and Direct Hauled, unless otherwise specified in this Contract. The Contractor will notify the Director of the type, amount and ultimate disposal location within twenty-four (24) hours of the Unacceptable Waste determination.

4.9 PREREQUISITES PERTAINING TO DIRECT HAULING

In addition to any other requirements pertaining to Direct Hauling contained in this Contract, the Contractor expressly agrees that:

- (a) Only Solid Waste from the Contractor's Franchise area, if any, shall be Direct Hauled and weight measured at the Disposal Facility for the purposes of this Contract. All documentation of such Direct Haul is submitted to the Director on a daily basis.
- (b) No Solid Waste or any other material or waste shall be collected or mixed at any point with the Solid Waste originating in the Contractor's Franchise area.

- (c) No Solid Waste or any other material or waste that has been transported from the Transfer Station shall be Direct Hauled and weight measured for the purposes of this Contract.
- (d) If the Director reasonably believes that the weight measurements pertaining to Direct Hauling are ambiguous, inaccurate, or otherwise not in accordance with this Contract, the Director may temporarily or permanently discontinue the practice of Direct Hauling under this Contract.
- (e) If the Contractor wishes to begin to Direct Haul, the Contractor shall provide written Notice to the Director of its intent to Direct Haul. The Notice shall be provided to the Director at least thirty (30) Days before the Contractor begins to Direct Haul. The Notice shall contain a description of the geographic areas that will be serviced by Direct Haul, and the Notice shall be updated whenever these geographic areas are changed.

This Section 4.9 only grants rights to the Contractor. The rights granted by this Section 4.9 may be exercised only if and when the Contractor has an exclusive Franchise in effect with the County for the collection of residential Solid Waste. This Section 4.9 does not authorize any other Person to Direct Haul to an approved Solid Waste Disposal Facility.

ARTICLE V COUNTY'S RESPONSIBILITIES

5.1 OWNERSHIP OF REAL PROPERTY

The County shall own and have the legal title to the Transfer Station and Site necessary to enable the County and the Contractor to perform their respective obligations pursuant to this Contract. The County shall obtain and maintain any and all land use servitudes, easements, and rights-of-way necessary for the performance of the Transfer Station and Site obligations of both the County and the Contractor pursuant to this Contract.

5.2 PERMITTING, DESIGN, AND CONSTRUCTION OF THE TRANSFER STATION

The County shall be responsible for obtaining the Permits required for the operation of the Transfer Station.

5.3 OWNERSHIP OF TRANSFER STATION AND EQUIPMENT

The County shall own the Transfer Station and the other improvements to the Site. The Transfer Station shall include the Transfer Station building and associated built-in equipment.

5.4 ACCESS TO TRANSFER STATION

The County shall provide and maintain for the Contractor, its employees, agents, Subcontractors, and suppliers, full and complete access to the Transfer Station as necessary to carry out the requirements of this Contract.

5.5 MAINTENANCE OF TRANSFER STATION SITE

The County shall provide mowing, landscape maintenance and erosion control in those areas of the Site that are under the Contractor's control.

The County is responsible for routine maintenance and operation of the Leachate system. However, if the system is damaged by the Contractor, the Contractor will be responsible for the immediate repair.

5.6 COLLECTION OF SOLID WASTE FEES AND RECORDING DATA

The County shall be responsible for collecting the fees that it charges persons that deliver Solid Waste to the Transfer Station. The County shall determine the amounts of such fees and record the tonnage, waste type, and vehicle identification information for each vehicle disposing material at the Transfer Station. The Contractor shall deliver to the Director receipts for each ton of Solid Waste delivered to the approved Disposal Facility.

5.7 PAYMENT TO THE CONTRACTOR; PAYMENT TO THE DISPOSAL FACILITY IN CASE OF SEPARATE AGREEMENT

The County shall pay the Contractor every month for the services provided in compliance with the requirements in this Contract. The amount to be paid by the County shall be computed in accordance with Article VI, below. If the County enters into an agreement with a Disposal Facility for the disposal of the County's Solid Waste, the County shall pay the Disposal Facility directly for any amounts owed by the County under such agreement.

Any and all payment obligations of the County under this Contract shall be funded and paid solely from Pledged Funds or, at the sole discretion of the County, from other non-ad valorem revenue sources of the County that are available and may lawfully be used for such purpose. No ad valorem derived funds or other funds or revenues of the County shall be obligated under this Contract, except Pledged Funds. No payment obligations under this Contract shall be compelled to be paid by the County from other than the Pledged Funds. If the County determines that sufficient funds are not available to fully compensate Contractor for Contractor's performance under this Contract, the County shall provide Notice to the Contractor and the Contractor shall not be required to perform under this Contract thereafter.

5.8 MEASUREMENT OF ACCEPTABLE WASTE TONNAGE

The County shall be responsible for determining the number of Tons of Acceptable Waste transported from the Transfer Station to the Disposal Facility each Operating Month. The

County's automated data collection system at the County's scale house shall be used to determine the number of Tons of Acceptable Waste transported from the Transfer Station to the Disposal Facility. All vehicles delivering Solid Waste to the Transfer Station will be weighed in and weighed out at the County's scale house to determine their net tonnage. All vehicles transporting Acceptable Waste from the Transfer Station to the Disposal Facility shall be weighed in and weighed out at the County's scale house. At the discretion of the Director, tare weights may be implemented for the purpose of determining "weighed in" weight. The Department will use its automated data collection system to produce a report that summarizes the relevant data for each reporting period.

The County, at its expense, shall be responsible under this Contract for timely determining the number of Tons of Acceptable Waste that are Direct Hauled by the Contractor (if any) each Operating Month to any Disposal Facility with which the County has entered into an agreement providing for such disposal and measurement. For the purposes of determining the number of Tons of Acceptable Waste Direct Hauled by the Contractor to a Disposal Facility, the tonnage of Solid Waste Direct Hauled and measured at said Disposal Facility shall be deemed the tonnage of Acceptable Waste Direct Hauled to said Disposal Facility, provided that the Contractor makes every effort to collect and Direct Haul only Acceptable Waste; otherwise, Acceptable Waste shall be measured separately from Solid Waste at the expense of the Contractor. The County shall timely provide the Contractor with a copy of all disposal weight records furnished to the County by any such Disposal Facility.

If the County Administrator approved Disposal Facility is not the subject of an agreement with the County, as provided in the preceding paragraph, the Contractor, at its expense, shall ensure by written agreement with the Disposal Facility that (a) the Disposal Facility shall determine, using certified scales, the number of Tons of Acceptable Waste Direct Hauled by the Contractor to said Disposal Facility each Operating Month and (b) the Disposal Facility shall timely report to the County, in a format suitable to the County, the disposal weight records concerning the number of Tons of Acceptable Waste Direct Hauled by the Contractor to said Disposal Facility each Operating Month.

5.9 SCALE HOUSE OPERATIONS

The County shall be responsible for the operation and maintenance of a scale house in the vicinity of the Transfer Station, and the costs thereof. After providing advance Notice to the Director, the Contractor shall be provided access to observe the operations of the scale house. The County shall perform all required maintenance and calibration of the scales or shall arrange for such services to be performed by an independent contractor at the County's expense. The scales shall be calibrated at least semi-annually. The County shall provide the Contractor with copies of all relevant documents verifying calibration of the scales.

The County's scale operators shall retain the original weight records. All disposal tickets issued by the County will be consecutively numbered. The disposal tickets and any other scale house reports shall be available for inspection by the Contractor upon written request. The County shall provide a copy of all weight records to the Contractor monthly. The Contractor may, at its option and at its expense, install a computerized system compatible with the County's weigh

scale system and/or assign one or more inspectors to observe the County's operations. The County shall cooperate with said inspectors in the performance of their duties.

If the Department's automated data collection system is inoperable, the County may estimate the weight of the Loads, based on the weight of recent Loads, or the County may use any other method that is mutually acceptable to the Parties. Hand receipt data for the reporting period will be entered into the automated system as soon as possible.

If the Department's scales are inoperable, and under other circumstances approved in writing by the Director, the number of Tons of Acceptable Waste transported by the Contractor from the Transfer Station to the Disposal Facility will be determined by the Disposal Facility using certified scales. Under such circumstances, the Disposal Facility shall report to the County, in a format acceptable to the County, the number of Tons of Acceptable Waste transported by the Contractor from the Transfer Station to said Disposal Facility for each Operating Month or portion thereof that the Department's scales were inoperable or the Director approved the use of the Disposal Facility's scales. If the County has an agreement directly with the Disposal Facility pertaining to the disposal of the County's waste, the County shall be responsible under this Contract for the payment of any fees charged by the Disposal Facility pertaining to measuring and reporting the tonnage of Acceptable Waste delivered to the Disposal Facility by the Contractor for the benefit of the County. If the Contractor, and not the County, has an agreement directly with the Disposal Facility pertaining to the disposal of waste, the Contractor shall be responsible under this Contract for the payment of any fees charged by the Disposal Facility pertaining to measuring and reporting the tonnage of Acceptable Waste delivered to the Disposal Facility by the Contractor.

5.10 PUBLIC DROP-OFF AREA

The County may operate and maintain a public drop-off area located near the scale house for the receipt of small quantities of Solid Waste, excluding Hazardous Waste, delivered by the citizens of St. Johns County. The public drop-off area may be open to the public during the same Days and hours that the Transfer Station is open for the receipt of Solid Waste. The County shall be responsible for transporting Acceptable Waste from the public drop-off area to the Transfer Station and coordinating this activity so as to not interfere with the Contractor's work.

5.11 ENVIRONMENTAL MONITORING

The County shall perform and pay for any groundwater, surface water, Leachate, or other routine environmental monitoring at the Transfer Station that is required by FDEP or any regulatory agency with jurisdiction over the activities at the Transfer Station. The County will coordinate and pay for the cost of any routine environmental monitoring reports specified in the FDEP permit for the Transfer Station. However, the Contractor shall perform and pay for any enhanced or extraordinary environmental monitoring and reporting that is required as a result of Pollution or other problems caused by Contractor's activities. In the event of conflict between this Section 5.11 and Section 1.2.3, Section 1.2.3 shall prevail.

5.12 SOLID WASTE FLOW CONTROL

- (a) To the extent that it is allowed by law and consistent with the County's then current Solid Waste Franchises, contracts with authorized Solid Waste collectors and/or independent haulers, and Solid Waste ordinances, throughout the Term, the County shall deliver or cause to be delivered all Acceptable Waste within its lawful control that is produced within the unincorporated area of the County to the Transfer Station, except any Acceptable Waste that is Direct Hauled under this Contract. The County shall, to such extent, instruct its permitted, franchised, authorized, and licensed haulers to deliver all Acceptable Waste collected from within unincorporated St. Johns County to the Transfer Station. The County is not, however, obligated to file suit or take any enforcement action against any hauler to compel compliance with this Section 5.12(a). To the extent allowed by law, the Contractor may, at its option, as a Party to this Contract, file suit or take any enforcement action against any hauler to compel compliance with this subsection.
- (b) Notwithstanding anything else contained in this Contract, the County reserves the right to divert any or all Solid Waste to any other facility or location of the County's choice for the purpose of Recycling, removing Recovered Materials, removing organic materials, composting, Recycling construction and demolition debris, or otherwise using or processing the Solid Waste, or when otherwise required by law.
- (c) Nothing in this Contract shall be construed to require the County to deliver a minimum amount of Solid Waste to the Contractor on a daily, monthly, or other basis.

5.13 OWNERSHIP OF SOLID WASTE

The Contractor shall possess no right, title, or ownership of any Solid Waste and Recyclable Material until the Solid Waste and Recyclable Material is delivered to the Transfer Station or loaded into a Collection Vehicle for Direct Haul. All right, title, ownership and responsibility for the Acceptable Waste and Unacceptable Waste shall pass to the Contractor (a) when the waste material is loaded onto the tipping floor at the Transfer Station or (b) when the waste material is loaded into the Collection Vehicle for Direct Haul; except as provided for in Sections 3.2, 3.3, and 5.12(b) of this Contract. The Contractor shall conduct resource recovery as market conditions allow, as reasonably determined by the Contractor. Any Recyclable Material that is removed from the Solid Waste by the Contractor shall not be considered Acceptable Waste for the purpose of payment of the Service Fee. The Contractor shall submit a report that identifies the types of materials recycled, and the tonnage for each recycled material, to the Director on a quarterly basis.

**ARTICLE VI
GENERAL PAYMENT PROVISIONS**

6.1 SERVICE FEE

After each Operating Month, the County shall pay to the Contractor a monthly Service Fee in the amount that is computed in the manner set forth in this Article VI. The County's obligation to pay the Service Fee is qualified and limited as provided in Section 5.7 of this Contract. Payment of the Service Fee shall fully and completely compensate the Contractor for all of Contractor's duties, obligations and responsibilities under this Contract.

6.2 METHOD OF CALCULATING SERVICE FEE

For performing its duties under this Contract, the Contractor shall be paid by the County a monthly Service Fee for each Operating Month. The Service Fee shall be computed in the following manner:

(a) Reserved.

(b) Per Ton Rate.

The Contractor's rates for the disposal of the County's Solid Waste at the approved Disposal Facility are set forth in Exhibit "D" to this Contract.

Exhibit "E" identifies the Solid Waste management facility proposed by the Contractor and accepted by St. Johns County as the primary Disposal Facility for this Contract.

(c) Monthly Tonnage. At the end of each Operating Month the Department shall determine for said month the total tonnage ("Monthly Tonnage") of Acceptable Waste that was removed and transported from the Transfer Station to the Disposal Facility by the Contractor.

The Department shall use the Transaction Summary Report produced by the County's automated data collection system to support the Department's calculation of the actual Acceptable Waste that was delivered by the Contractor to the Disposal Facility. The Monthly Tonnage shall be rounded to the nearest full Ton.

(d) Service Fee Calculation. After each Operating Month, the Contractor will calculate the Service Fee pertaining to said month by multiplying the Monthly Tonnage by the current per Ton rate, based on the cost of operations, transportation, and/or disposal, for the Transfer Station or stations used during the Operating Month. In any Operating Month where there is a change from one Disposal Facility to another causing a change in the per Ton rate, a separate calculation shall be done for each portion of that Operating Month (before and

after the change) based on the delivered tonnage and per Ton rate pertaining to each Disposal Facility, and the results shall be summed to determine the Service Fee for that month. In any Operating Month where two or more Disposal Facilities are utilized in combination, a separate calculation shall be done for each Disposal Facility, based on the delivered tonnage and per Ton rate pertaining to each Disposal Facility and the results shall be summed to determine the Service Fee for that month.

- (e) Reserved.
- (f) 2014 Adjustment for New Rates. The rates set forth in Exhibit “D” shall apply to all of the Contractor’s work under this Contract, subject to CPI adjustments pursuant to Section 6.5.1, below. In addition, the rates set forth in Exhibit “D” shall be applied retroactively to all of the Contractor’s work under the Agreement from January 1, 2014 through the Effective Date of this Contract. Since the rates under this Contract are lower than the rates that have been paid by the County under the Agreement, the retroactive application of the new rates shall result in the County receiving a “credit” (i.e., a reduction in the amount previously paid) toward the Contractor’s invoices.

At the end of the first Operating Month, the Contractor shall calculate the amount of the Service Fee that is owed to the Contractor for that Operating Month, using the procedures described in this Article VI. The amount owed to the Contractor shall be reduced by the amount of the credit owed to the County as a result of retroactively applying the rates in Exhibit “D” to the work that previously was paid for by the County while using the higher rates authorized under the Agreement. If the amount of the credit to the County exceeds the amount owed to the Contractor for the first Operating Month, the remainder of the credit owed to the County shall be deducted from the Contractor’s invoice for the second Operating Month and, if necessary, from the invoices for subsequent Operating Months, until the entire credit is depleted.

The amount of the credit owed to the County shall be calculated by multiplying (1) the number of Tons billed by the Contractor in 2014 while using the rates established by the Agreement, times (b) the difference between the rates charged by the Contractor in 2014 pursuant to the Agreement and the rates established in this Contract. For example, if the 2014 rate under the Agreement was forty two dollars and two cents (\$42.02) and the new rate under this Contract is thirty-six dollars and ninety-five cents, the difference (five dollars and seven cents (\$5.07)) shall be multiplied by the number of Tons that were billed to the County in 2014 at the old rate (forty-two dollars and two cents (\$42.02)).

6.3 REDUCTIONS IN SERVICE FEE

The amount of the Service Fee to be remitted to the Contractor each month shall be reduced by the amount of any deductions taken by the County pursuant Section 1.3.4. A reduction in the

Service Fee also may be used to set off any amounts owed to the County as or for damages, indemnification, contribution, or for other costs or fees incurred by the County to fulfill the Contractor's responsibilities, or to remedy the Contractor's actions under this Contract. However, those deductions which are disputed by Contractor shall be stayed and not retained by the County until such time as the dispute is resolved.

6.4 PROCEDURE FOR PAYMENT OF SERVICE FEE

After each Operating Month, the Department shall provide the Contractor with the Monthly Tonnage, based on the amounts recorded with the County's automated data collection program. The Contractor shall calculate the amount of the Service Fee that is owed to the Contractor for such Operating Month, using the procedures provided in this Article VI. Upon receiving the Contractor's invoice for payment, the Department shall submit a request for the payment of the Contractor's Service Fee to the County Finance Director. The County may dispute the Contractor's invoice at any time.

The existence of a dispute shall not delay the payment of undisputed amounts. Payments to the Contractor of undisputed amounts will be made within forty five (45) Days after the date the request for payment is received in the office of the County Finance Director. In the event of a disputed amount, the Parties shall attempt to discover the cause of any discrepancy between the Parties' calculations, and if a resolution is not timely made, the Parties shall promptly attempt to resolve the dispute as provided in Section 1.5.19.

6.5 ADJUSTMENTS TO PER TON RATES

6.5.1 Consumer Price Index Adjustment

Any annual adjustment in the per Ton rates for the Service Fee shall be based upon and equivalent to the same percentage as the annual percentage increase or decrease in the Consumer Price Index. The CPI that will be used as a reference for future price adjustments in the Contract is the Consumer Price Index-All Urban Consumers, Area-South Urban, Item-all items, Base period 1982-84=100.

For reference purposes, the CPI for the month of February 2005 was 184.7. The index may be located at www.bls.gov/cpi. Under regional resources, click on the map "South Urban," and the website will bring up the CPI for the South Region, which covers roughly from Texas to Florida and north to Maryland and West Virginia.

Beginning September 15, 2014, if requested by the Contractor within thirty (30) Days of and prior to the beginning of the next "new" Operating Year, the per Ton rates for the Service Fee shall be adjusted and the adjusted fee shall be effective at the beginning of the first calendar day of the fourth month of such new Operating Year, based on the annual percentage change in the Revised CPI for the year ending on the last day of the month preceding the beginning of said new Operating Year. The revised per Ton rate for the Service Fee shall then be in effect until changed pursuant to this Section 6.5.1.

The following formula shall be used in determining the new per Ton rate:

(Hypothetical Example)	
CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

However, notwithstanding anything else contained herein, the CPI adjustment to the per Ton rates in any year shall not be greater than four percent (4%).

Adjustments to the per Ton rates made in accordance with this Section 6.5.1 are intended to reflect changes in the purchasing power of a given amount of money expressed in dollars. If the method of establishing the CPI is revised to more accurately reflect inflation or deflation, the revised method CPI shall be used thereafter when calculating the adjustments to the per Ton rates for the Service Fee. If the CPI for the current period and the CPI for the previous period are not expressed in relation to the same base period, the County shall make an appropriate statistical adjustment or conversion. If the CPI is discontinued, the County shall select another index, which must be representative of inflationary or deflationary trends in a manner similar to the prior CPI and which is published by the United States government or by a reputable publisher of financial and economic indices. The Contractor may recommend an appropriate index of the County. If the County refuses to select an index that is acceptable to the Contractor, the Parties shall promptly attempt to resolve the dispute as provide in Section 1.5.19.

If a Solid Waste Disposal Facility other than the one identified in Exhibit "E" is used as the Disposal Facility for the Acceptable Waste covered by this Contract, and the tipping fee charged by that Disposal Facility to the County or the Contractor does not increase from one Operating Year to the next, or increases at a lower rate than the Revised CPI increase for any period of time, the per Ton rate shall be equitably adjusted to reflect the lower, flat, or lesser rate of increase of the tipping fee as a component of the overall per Ton rate.

6.5.2 Legal Changes Adjustments

After the Effective Date of this Contract, if there is a Change in Law which has the effect of establishing requirements which have caused or will cause a direct increase or a direct decrease in the Contractor's cost of performing its obligations under this Contract which are encompassed within the Service Fee (in comparison to that cost which would otherwise have existed), then:

- (a) In the event of such increase in costs, Contractor may notify the County of such event and request an appropriate increase in the affected per Ton rate to reflect the increased cost of performing contract obligations that have been or will be affected by such Change in Law.

- (b) In the event of such decrease in costs, the County may notify the Contractor of such event and request an appropriate decrease in the affected per Ton rate to reflect the decreased cost of performing contract obligations that have been or will be affected by such Change in Law. Decreases in cost shall be calculated on the same basis as increases in costs.

The purpose of any increase or decrease in affected per Ton rate requested and granted in connection with an increase or decrease in costs under this Section 6.5.2 shall be to have the County bear one hundred percent (100%) of the cost increase and obtain a benefit of one hundred percent (100%) of the cost reduction.

To the extent either Party is requesting an increase or decrease in the affected per Ton rate pursuant to this Section 6.5.2, that Party (the "requesting Party") shall provide the other with as much detail as possible as to the nature of the Change in Law, the basis for the assertion that such change has had or will have an effect on cost, the dollar amount per Ton of Acceptable Waste associated with such effect, and the underlying calculation of the change being sought in the per Ton rate. Upon the receipt of such information, the other Party (the "responding Party") shall promptly review the information and, within sixty (60) Days of such receipt, shall respond to the requesting Party in writing, stating whether it agrees or disagrees with the requesting Party's request. If the responding Party agrees, then the Parties promptly shall meet and adjust the affected per Ton rate in accordance with the request. If the responding Party disagrees with the requesting Party's request, then the Parties shall promptly attempt to resolve the dispute as provided in Section 1.5.19.

If the Contractor requests an increase in affected per Ton rates as a result of a Change in Law, the County shall be entitled to audit the Contractor's financial and operational records related to the Contractor's request in order to verify the impact of the Change in Law on the Contractor's costs.

If an adjustment to an affected per Ton rate is made as a result of a Change in Law, the adjustment shall be applied commencing on the date the amount of the rate change is agreed to by the Parties or retroactively to the date when non-binding mediation pertaining to the dispute is scheduled or a law suit pertaining to the dispute is filed, whichever date is earlier (the "adjustment date"). If the adjustment date is a date other than an Operating Year anniversary date, the amount of the adjustment shall be equitably prorated to assure that any increase or decrease in the amount of the total Service Fee computed each month after the adjustment date in that Operating Year does not apply the adjusted rate (or reflect its application) to tonnages of Acceptable Waste serviced by the Contractor prior to the adjustment date.

Any Change in Law that is general to the economy and is substantially reflected in the CPI shall not qualify as the basis for a Change in Law adjustment under this Section 6.5.2.

6.5.3 Transportation Costs Adjustment

The per Ton rates established in Exhibit "D" are based on the operation of the Transfer Station, the cost of transportation from the Transfer Station to the Disposal Facility, and the cost of disposal at the Disposal Facility designated in Exhibit "E." There are three potential cost scenarios: (a) the use of the Tillman Ridge facility only; (b) the use of the Stratton Road facility only; and (c) the use of both the Tillman Ridge and Stratton Road facilities simultaneously.

Each calendar quarter, the per Ton rates in Exhibit "D" for transportation shall be revised in accordance with the procedure set forth herein. The quarterly adjustment shall take effect on the first day of the calendar quarter (i.e., January 1, April 1, July 1, or October 1 as the case may be). The adjustment shall reflect the change in the cost of the diesel fuel used by the Contractor to transport Acceptable Waste from the Transfer Station to the Disposal Facility. The adjustment shall be based on the fuel prices reported in the Diesel Fuel Price Index published by the Florida Department of Transportation for Jacksonville.

The first adjustment shall be made on October 1, 2014, based on the change in fuel prices that occurred during the prior three (3) months. The base price per Ton in Exhibit "D" for transportation shall be adjusted upward or downward, based on the quarterly analysis of fuel prices. The adjustment shall be calculated as shown in the following hypothetical example:

Average gal fuel used per load	FDOT index per gallon	Avg tons per load	New cost fuel/ton	Less base cost of fuel/ton	Increase/Decrease to base	Beginning base cost/ Ton year one	New price per ton	Month
30	1.0326	10	3.0978	3.0978	0	8.00	8.00*	July 2014 (BASE)
30	1.0833	10	3.2499	3.0978	+0.1521	8.00	8.1521*	July/ August/ September

*Effective October 1, 2014.

If the column labeled "Increase/Decrease to Base" shows a positive number which indicates that there has been an increase in fuel cost during the previous calendar quarter, the per Ton rate for transportation shall be increased by the amount shown. Conversely, if the calculation results in a negative number, which indicates that the cost of fuel has decreased during the previous calendar quarter, the per Ton rate shall be decreased by the amount indicated.

The "average gallons of fuel used per Load" and the "average Tons per Load" shall be established by mutual agreement of the County and the Contractor, based on road test data. The Contractor shall provide road test data concerning the actual fuel used by the Contractor when transporting the County's Acceptable Waste to the Disposal Facility. This information shall be provided within thirty (30) Days after the Commencement Date and thereafter within five (5) Days after such information is requested by the Director. The County may at any time during the Term of the Contract change the "avg/gal/fuel used per Load" and "avg Tons/Load" based on factors such as improvements in transportation equipment or the fuel efficiency of the Transfer Tractors. Such changes will be implemented when determined appropriate by the County. Any disputes concerning the appropriateness of

such changes may be resolved in accordance with the provisions of Section 1.5.19, above.

6.5.4 Transfer Tractors Using Compressed Natural Gas

In the future, the Contractor may wish to transport Acceptable Waste from the County's Transfer Station (i.e., Tillman Ridge, or Stratton Road, or both) by using Transfer Tractors or other vehicles that are fueled with compressed natural gas or liquefied natural gas (collectively, "CNG"), because CNG is less expensive than diesel fuel. The Contractor may use such vehicles to transport the County's Acceptable Waste, provided that the Contractor and the County share in the cost savings that are enjoyed by the Contractor as a result of using CNG fueled vehicles. Before the Contractor begins to use any CNG fueled vehicles to transport the County's Acceptable Waste, the Contractor shall provide the County Administrator with (a) an economic analysis of the benefits that will be derived by using CNG fueled vehicles and (b) a proposal that provides for an equitable sharing of the savings derived by switching from diesel fuel to CNG. The Contractor shall not begin to use CNG fueled vehicles to transport the County's Acceptable Waste until the Contractor's proposal is approved in writing by the County Administrator. The County Administrator's approval shall not be unreasonably withheld or delayed. However, the County Administrator may request, and the Contractor shall promptly provide upon request, such additional information as is reasonably needed to evaluate the Contractor's proposal. In addition, the parties shall select an appropriate CNG fuel index on which to base adjustments to the Service Fee due to increases or decreases in the cost of CNG in a manner similar to that used for diesel fuel.

6.5.5 Verification of Payments Amounts

The County's acceptance and payment of any invoice or bill from the Contractor, and the County's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the County may have for additional sums payable from a Contractor. At any time within the applicable statute of limitations, the County may recalculate and collect any amounts that are payable or owed to the County under this Contract, plus interest and all costs of collection.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first set forth above.

County

Contractor

_____ Seal

_____ Type or Print Name

By: _____
Signature

By: _____
Signature

County Administrator, St. Johns County, FL

_____ Print or Type Title

_____ Date of Execution

_____ Date of Execution

Cheryl Strickland, Clerk of Courts

Witness:

By: _____
Deputy Clerk, St. Johns County, FL

_____ Type or Print Name

_____ Date of Execution

By: _____
Signature

Date: _____

Witness:

_____ Type or Print Name

By: _____
Signature

Date: _____

EXHIBIT "A"

DEFINITIONS

The following words and phrases (or pronouns used in their stead) shall have the following meanings when they are used in this Contract:

1. Acceptable Waste means Solid Waste that may be disposed of lawfully in a Class I Landfill.
2. Act of God means hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, war, or insurrection, riot, or civil disturbance when not connected with labor unrest or disputes.
3. Actual Annual Tonnage means the total tonnage for any particular Operating Year of (a) Acceptable Waste that was removed and transported from the Transfer Station to a Disposal Facility by the Contractor and (b) Acceptable Waste that was Direct Hauled by the Contractor to a Disposal Facility.
4. Agreement means the "Transfer Station and Solid Waste Removal Contract" dated July 7, 2005, between the County and the Contractor.
5. Applicable Laws means all of the Permits applicable to or required for the Transfer Station, any Disposal Facility, and the other activities required by the Contract to be performed by the Contractor or the County, plus any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are enacted, adopted, promulgated, issued or enforced by a governmental body, in any manner directly relating or applying to the performance of the County or the Contractor under this Contract.
6. Board of County Commissioners or "Board" means the Board of County Commissioners of St. Johns County, Florida, which is the governing body of the County.
7. Certificate of Insurance means a certificate evidencing the existence and current validity of the insurance policies required to be obtained by the Contractor pursuant to this Contract.
8. Change in Law means (i) the adoption, promulgation, or modification after the Effective Date of any Applicable Law that was not adopted, promulgated, or modified on or before the Effective Date or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any Permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting the operation or maintenance of the Transfer Station, or the Contractor's performance under the Contract, that are significantly more burdensome than the most stringent requirements that were applicable to the Contract and in effect on the Effective Date, agreed to in any applications of the Contractor or the County for Permits pending as of the Effective Date, or contained

in any Permits with respect to the Contract obtained as of the Effective Date. A change in any federal, state, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, state or local governmental entity imposes a fee, charge or tax after the Effective Date that applies to the Transfer Station or Disposal Facility per se, such fee, charge or tax shall be treated as a Change in Law. Further, a change in fuel taxes shall be treated as a Change in Law, but only to the extent that the fuel tax affects the cost of the diesel fuel that is purchased by the Contractor and used to transport Acceptable Waste from the Transfer Station to the Disposal Facility, or Direct Haul.

9. Class I Landfill shall have the meaning set forth in Rule 62-701.340(2) (a), F.A.C.
10. Collection Vehicle shall mean any vehicle used by the Contractor to collect and Direct Haul Acceptable Waste in the Contractor's Franchise area.
11. Commencement Date means the date when the Contractor must commence operations at the Transfer Station, and commence the transfer and disposal of Acceptable Waste, pursuant to the requirements in this Contract.
12. Reserved.
13. Consumer Price Index or CPI means the Consumer Price Index (CPI), All Urban Consumers, Area-South Urban, Item-all items, base period 1982-84=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics.
14. Construction and Demolition Debris shall have the meaning set forth in Rule 62-701.200 (24), F.A.C.
15. Contract means this "Amended and Restated Contract for Transfer Station Operations and Solid Waste Removal" between the County and the Contractor.
16. Contractor means Waste Management Inc. of Florida, a Florida corporation.
17. County means, depending upon the context, either (a) the geographic area contained within the unincorporated portions of St. Johns County, Florida, or (b) the government of St. Johns County, acting through its Board, employees, agents, or designees.
18. County Finance Director means the Chief Financial Officer (Clerk of Court) of the County, or his or her designee.
19. County Administrator means the chief executive officer of the County or his or her designee.
20. Day means one calendar day.

21. Department means the St. Johns County Solid Waste Department or its successor department.
22. Direct Haul means collecting and transporting Acceptable Waste directly from the Contractor's Franchise area (if any) or from the Contractor's Transfer Station (if any) to a Disposal Facility in the manner set forth in this Contract, provided that the number of Tons of Acceptable Waste so transported shall not exceed a daily average of twenty-five (25) Tons per Operating Day.
23. Director means the Director of the Department or other persons so designated, employed or authorized by the County Administrator to act as such.
24. Disposal Facility means a County Administrator approved Solid Waste disposal facility, which has been properly permitted by the state in which the facility is located, and which lawfully may receive and dispose of Acceptable Waste.
25. Effective Date means the date when this Contract is signed and duly executed by the Board of County Commissioners or the Board's designee, which shall occur after this Contract is signed and duly executed by the Contractor.
26. EPA means the United States Environmental Protection Agency.
27. F.A.C. means the Florida Administrative Code.
28. FDEP means the Florida Department of Environmental Protection.
29. First Renewal Term means the Term of this Contract that begins on August 1, 2015 and ends on July 31, 2022.
30. Force Majeure means an act, event, or condition that substantially and adversely affects the Contractor's or the County's ability or cost to perform under this Contract, and is described in one or more of the provisions in Sections 28(a) through 28(g), below:
 - (a) An Act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, war, or insurrection, riot, or civil disturbance when not connected with labor unrest or disputes;
 - (b) The order or judgment of any federal, state, or local court, administrative agency or governmental body, excepting decisions of federal courts interpreting federal tax laws, and decisions of state courts interpreting state tax laws, if it is not also the result of the willful misconduct or negligent action or inaction of the Party against whom it is entered or of a third Party for whom the Party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such Party;

- (c) The failure to issue or the suspension, termination, interruption, denial, or failure of renewal of any Permits or approval essential to the operation of the Transfer Station or Disposal Facility; provided that such act or event shall not be the result of the misconduct or negligent action or inaction of the Party claiming or seeking relief under the Contract because of a Force Majeure or of a third Party for whom the Party seeking such relief is responsible; and provided further that neither the contesting in good faith of any such action nor the failure to so contest shall constitute or be construed as a measure of misconduct or negligent action or inaction of such Party;
- (d) A Change in Law;
- (e) The inability of any appropriate federal, state, county, or local public agency or private utility having operational jurisdiction in the area in which the Transfer Station is located, other than the County, to provide and maintain utilities, services, water and sewer lines, and power transmission lines which are required for and essential to the operation of the Transfer Station;
- (f) Any unforeseen condition (including the presence of Hazardous Waste) which shall prevent, or require major redesign or change in, the construction or operation of the Transfer Station in accordance with the Contract, provided that the condition was unknown to the Party claiming a Force Majeure, and could not have been discovered with reasonable diligence by such Party, on or before the Effective Date; or
- (g) The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the Site or any material portion or part thereof taken by the action of any federal, state or local governmental agency or authorities, other than the County;
- (h) Any act, event, or condition which is determined by mutual agreement of the County and Contractor to be of the same general type, and subject to the same conditions, as those set forth in subparagraphs (a) through (g), above.

Force Majeure shall not be deemed to include any act, event, or condition not described in subparagraphs (a) through (h) above, or any act, event, or condition over which a Party relying thereon (including any third party for whose performance such Party is responsible) reasonably has any influence or control, or, specifically, any act, event, or condition arising out of labor difficulties, labor shortages, or changing economic conditions.

- 31. Franchise means a contract or franchise agreement granting a Person the exclusive right to collect, transport, and dispose of the Solid Waste generated in a designated portion or all of St. Johns County.
- 32. Gross Revenues means all income and moneys received by the County from the tipping fees and charges that the County may charge from time to time specifically for the use of the System, and all income and monies received by the County from non ad valorem assessments that the County may levy from time to time specifically for the use and/or availability of the System.
- 33. Hazardous Waste means a Solid Waste identified and regulated by the FDEP or EPA as a hazardous waste pursuant to: Chapter 62-730, F.A.C.; the Resource Conservation and Recovery Act, as amended; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; or other Applicable Laws.

34. Holiday means a Day when the Contractor does not need to operate the Transfer Station. The Holidays are New Year's Day, Thanksgiving Day, and Christmas Day, unless the Parties agree otherwise.
35. Leachate means liquid that has passed through, emerged from, or come in contact with Solid Waste and may contain soluble, suspended, or miscible materials.
36. Load means the Solid Waste and other materials that comprise the cargo contained in a vehicle delivering such materials to the Transfer Station.
37. Monthly Tonnage shall mean the total of (a) Acceptable Waste that was removed and transported from the Transfer Station to the Disposal Facility by the Contractor and (b) Acceptable Waste that was Direct Hauled by the Contractor to a Disposal Facility; each for any full calendar month under the Contract, and each for any partial calendar month at the beginning or end of the Contract that is reported for Service Fee calculations in lieu of a full calendar month. The Monthly Tonnage shall be rounded to the nearest full Ton.
38. Net Revenues shall mean Gross Revenues less Operating Expenses.
39. Notice shall mean a written notice delivered by certified or registered mail, return receipt requested, or by hand delivery, or by overnight delivery service.
40. Objectionable Odor shall have the meaning set forth in Rule 62-210.200(200), F.A.C.
41. On-site means on the land described in Exhibit "B."
42. Operating Day means any day the Transfer Station is open for the receipt of Solid Waste.
43. Operating Expenses means the County's cost and expenses, including attorneys' fees and the fees of other professionals, incurred or paid (a) for operation, maintenance, renovations, repairs and replacements with respect to the System, (b) to administer, levy and collect tipping fees, non ad valorem assessments and/or any other fees or charges that are charged or imposed by the County specifically for the use of the services or facilities of the System, and/or (c) to administer, defend, insure, finance, acquire, design, construct and/or otherwise protect, expand and/or improve the System, all to the extent properly attributable to the System in accordance with generally accepted accounting principles. Operating Expenses shall also include payments made (or deposits made to any landfill management fund or any escrow or other account established by the County) for the purpose of monitoring and closing, or assuring the availability of financial resources for the monitoring and closing, of the landfills and other facilities of the System and the payment of all environmental clean-up costs associated with such landfills and facilities.
44. Operations Manual shall mean the manual that describes the operation of the Transfer Station and all of the associated Solid Waste management activities.

45. Operating Month means, with respect to the initial Operating Month, the period beginning on the Commencement Date and ending on the last day of the calendar month. Thereafter, an Operating Month shall be the same as a calendar month, except that if the termination of this Contract occurs partially through a calendar month, that portion of the month under the Contract shall also be deemed an Operating Month.
46. Operations Plan means the plan that is submitted to FDEP pursuant to FDEP Rule 62-701.710, F.A.C., and describes how the Transfer Station shall be operated.
47. Operating Year means, with respect to the initial Operating Year, the period commencing on the Commencement Date and ending on the following September 30th. Thereafter, an Operating Year shall be the twelve consecutive month period commencing October 1 and ending the following September 30 ("fiscal year"), except that if the termination of this Contract occurs partially through a fiscal year, that portion of the fiscal year under the Contract shall also be deemed an Operating Year.
48. OSHA shall mean the Occupational Safety and Health Act and all amendments.
49. Performance and Payment Bonds shall mean the bonds provided by the Contractor pursuant to Section 1.5 of this Contract to ensure the Contractor's performance.
50. Permits means the permits from the Florida Department of Environmental Protection and all other governmental permits, licenses, authorizations and approvals required for the operation of the Transfer Station and the Disposal Facility, and for the performance of the County's and/or the Contractor's obligations under this Contract.
51. Person means: any and all persons, natural or artificial, including but not limited to any individual, firm, or association; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of this State or the federal government.
52. Pledged Funds shall mean the Net Revenues.
53. Pollution shall have the meaning set forth in Section 403.031(7), Florida Statutes, but without limiting such conditions to the outdoor atmosphere or waters of the State of Florida, and shall also include such other adverse conditions as are deemed to be pollution under other Applicable Laws.
54. Prohibited Wastes means waste materials that are prohibited at the Transfer Station, including, but not limited to, Hazardous Waste, asbestos, biomedical wastes, biological waste, radioactive waste, sludge and liquid wastes.
55. Projected Annual Tonnage means the projected total Tons for any particular Operating Year of (a) Acceptable Waste to be removed and transported from the Transfer Station to a Disposal Facility by the Contractor and (b) Acceptable Waste to be Direct Hauled by the Contractor to a Disposal Facility.

56. Public Records Law means Chapter 119 of the Florida Statutes.
57. RCRA means the Resource Conservation and Recovery Act, including but not limited to the 1984 Hazardous and Solid Waste Amendments, and the rules promulgated thereunder, including but not limited to 40 CFR parts 257 and 258.
58. Recovered Materials shall have the meaning set forth in Rule 62-701.200 (95), F.A.C.
59. Recyclable Material shall have the meaning set forth in Rule 62-701.200(98), F.A.C.
60. Recycling shall have the meaning set forth in Rule 62-701.200(91.5.3 9), F.A.C.
61. Revised CPI means any subsequent revision to the Consumer Price Index after the Effective Date.
62. Service Fee means the monthly payment to the Contractor from the County to compensate Contractor for all of Contractor's duties, obligations and responsibilities under this Contract. See ARTICLE VI.
63. Site means: (a) with regard to the Transfer Station located at the Tillman Ridge Landfill, the real property that is described more specifically in Exhibit "B-1," which is attached hereto and incorporated herein by reference; and (b) with regard to the Transfer Station that is located on Stratton Road in St. Johns County, the real property that is described more specifically in Exhibit "B-2," which is attached hereto and incorporated herein by reference. With regard to both locations, the Site includes the Transfer Station and any other structures on or improvements to the real property. When used in this Agreement, references to the Site include both locations shown in Exhibits "B-1" and "B-2."
64. Solid Waste shall have the meaning set forth in Rule 62-701.200(107), F.A.C.
65. Special Waste means Yard Trash, White Goods, Waste Tires, used oil and lead acid batteries.
66. Subcontractor means any separate corporation, firm, individual, joint venture, or combination thereof (other than employees of the Contractor) who or which contracts with the Contractor to furnish or actually furnishes labor, materials, or equipment for the performance of some or all of the Contractor's duties under the Contract.
67. Surety means one or more insurance companies, duly licensed to transact business in the State of Florida, which execute and issue the Performance and Payment Bonds required by this Contract.
68. System means the County owned Solid Waste disposal area, facilities, supplies, materials, and/or services located at Tillman Ridge in St. Johns County as they exist on the Effective Date, the Transfer Station located in the County at Tillman Ridge, any additional Solid Waste facilities, equipment, supplies, materials, and/or services owned, used, or provided

by the County, as they exist on the Effective Date, and any additional Solid Waste facilities, equipment, supplies, materials, and/or services owned, used, or provided by the County that the Board in its discretion may hereafter designate as part of the System; such designation to be made by one or more resolutions of the Board specifically designating such service, facility, equipment, supplies or materials as part of the System for the purpose of the Contract.

69. Term means the period of time when this Contract is in effect, including the initial Term and any renewal Term, as described in Section 1.1 of the Contract.
70. Transaction Summary Report means the report produced by the County's computer systems for each Operating Month, which summarizes the daily transactions at the County's weigh station for the Transfer Station.
71. Transfer Station means a facility that is used to receive, temporarily store, and then load Solid Waste into vehicles for transport to the Disposal Facility. For the purposes of this Contract, references to the Transfer Station include both the County's Transfer Station at the Tillman Ridge Landfill and the County's Transfer Station on Stratton Road.
72. Transfer Tractor means the type or types of motorized tractor trucks used in the Solid Waste industry to transport Solid Waste for long distances.
73. Transfer Trailer means the type or types of enclosed trailers used in the Solid Waste industry to transport Solid Waste for long distances.
74. Ton means two thousand (2,000) pounds.
75. Unacceptable Waste means any Solid Waste that cannot legally be disposed at a Class I Landfill under Applicable Laws. Unacceptable Waste includes but is not necessarily limited to Prohibited Waste and Special Waste.
76. Waste Tire shall have the meaning set forth in Rule 62-701.200(126), F.A.C.
77. White Goods shall have the meaning set forth in Rule 62-701.200 (133), F.A.C.
78. Yard Trash shall have the meaning set forth in Rule 62-701.200 (135), F.A.C.

EXHIBIT "B-1"

**LEGAL DESCRIPTION OF THE PROPERTY AT THE
TILLMAN RIDGE LANDFILL**

EXHIBIT "B-2"

**LEGAL DESCRIPTION OF THE PROPERTY AT THE
STRATTON ROAD TRANSFER STATION**

EXHIBIT "C"

SITE MAP

EXHIBIT "D"

**CONTRACTOR'S RATES FOR SOLID WASTE OPERATIONS,
TRANSPORTATION, AND DISPOSAL**

Rate Per Ton from the Effective Date through the end of the First Renewal Term (July 31, 2022), except as adjusted by the CPI and/or Diesel Fuel Price Index, as described in this Contract.

- a) Tillman Ridge Only
- b) Stratton Road Only
- c) Tillman Ridge and Stratton Road Combined

<u>Operations</u>	<u>Transportation</u>	<u>Disposal</u>	<u>Total/ton</u>
a) \$5.00	a) \$15.63	a) \$16.32	a) \$36.95
b) \$5.00	b) \$15.63	b) \$16.32	b) \$36.95
c) \$5.00	c) \$15.63	c) \$16.32	c) \$36.95

EXHIBIT "E"

DISPOSAL FACILITY INFORMATION

ITEM	DISPOSAL FACILITY
Name of Facility	Chesser Island Road Landfill, Inc.
Address of Facility	367 Chesser Island Road Folkston, Georgia 31537
Telephone Number of Facility	1-912-496-7918
A) Distance of Facility from Tillman Ridge Transfer Station B) Distance of Facility from Stratton Road Transfer Station	103 miles from Tillman Ridge Transfer Station 86 miles from Stratton Road Transfer Station
State / Permit Number / Contact Person	Georgia – 024-006D(SL) – Bill Hawthorne
Total Permitting Airspace Capacity (Cubic Feet)	1 Cubic Yard = 27 Cubic Feet 67,030,598 cy3 = 1,809,826,146 cubic feet
Estimated Remaining Airspace Capacity (Cubic Feet)	1 Cubic Yard = 27 Cubic Feet 57,530,715 cy3 = 1,553,329,305 cubic feet remaining capacity
Permitted Disposal Rate (TPD)	No daily volume cap
Current Disposal Contracts (include existing contracts and proposed contracts that will be using the Disposal Facility at this time and in the next 10 years) (Tons per Day)	St. Johns County, Florida 500 tons per day Clay County, Florida 500 tons per day Suwannee County, Florida 120 tons per day
List three Primary Contracts disposing waste at the facility and their amounts	St. Johns County, Florida 500 tons per day Clay County, Florida 500 tons per day Suwannee County, Florida 120 tons per day
Disposal Operations – Explain operational procedures for disposing waste at the facility.	The facility is operated in accordance to the Permitted Design and Operations Plan approved by the Georgia Environmental Protection Division on April 8, 2010. Chesser Island Road Landfill is a Subtitle D Class 1 disposal site that accepts municipal solid waste, construction and demolition debris, and approved special waste. The site complies with all permit conditions under the Landfill Design & Operating Permit from the State of Georgia, Environmental Protection Division

Is the Disposal Facility under a CERCLA or RCRA Remedial Investigation? If yes, explain.	No
Does the Disposal Facility have a composite (clay& plastic) bottom liner and Leachate collection system that meets the requirements of Subtitle "D"?	Yes

The Contractor has certified that the above information is true and that the above named facility is committed to accepting Class I Solid Waste from St. Johns County for the Term of the Contract.

EXHIBIT "F"

GUARANTEE

This Guarantee is made as of this _____ day of _____ 2014, by Waste Management, Inc. ("Guarantor"), having its principal place of business at 1001 Fannin Street, Suite 4000, Houston, Texas 77002, to and for the benefit of St. Johns County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Waste Management Inc. of Florida (the "Contractor"), wishes to enter into an Amended and Restated Contract for Transfer Station Operations and Solid Waste Removal (the "Contract"), with the County; and

WHEREAS, Guarantor is willing to guarantee, as set forth below, part of the Contractor's performance under the Contract; and

WHEREAS, the County would not enter into the Contract unless the Guarantor provided this Guarantee;

NOW THEREFORE, as an inducement to the County to enter into the Contract, Guarantor agrees and promises as follows:

1. Guarantor hereby absolutely and unconditionally guarantees the full and prompt payment and performance when due of all of Contractor's obligations under the Contract that, in each case, involve, are based on, relate to or arise from Pollution at a Disposal Facility, in accordance with, as required by and subject to the terms and conditions of the Contract. Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Contractor is or may be entitled to arising from or out of the Contract or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Contractor. Capitalized terms used herein and not defined have the meaning set forth in the Contract.
2. The laws of the State of Florida shall govern this Guarantee. Guarantor hereby agrees to the service of process in Florida for any claim or controversy arising out of the Guarantee or relating to any breach hereof Guarantor agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Florida for the resolution of any claim or controversy concerning the Contract or this Guarantee.
3. This Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or assigns (including any successor by merger or consolidation or any transferee of all or substantially all of the properties of Guarantor), whether or not such obligations are expressly assumed by such successor, assignee, or transferee.

This Guarantee is for the benefit of the County and any permitted successors and assigns under the Contract.

4. Each and every event of default under Section 1.2 of the Contract shall give rise to a separate cause of action hereunder. Separate actions may be brought hereunder by the County as each cause of action arises.
5. No waiver, amendment, release or modification of this Guarantee shall be established by delay, conduct, custom or course of dealing between the County and the Guarantor.
6. Guarantor shall not assign its obligation hereunder, except to a successor by merger or consolidation or to a transferee of all or substantially all of the assets of the Guarantor, each of which must assume in writing the obligations of the Guarantor hereunder. Notice of any such assignment shall be given in writing to the County promptly, but in no event more than ninety (90) Days after the effective date of any such merger, consolidation or transfer.
7. This Guarantee may be enforced immediately by the County upon Contractor's default and failure to cure any such default. This Guarantee shall not be subject to any claim of Guarantor against any other person.
8. This Guarantee may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The invalidity or unenforceability of one or more provisions of this Guarantee shall not affect the validity or enforceability of the remaining portions of this Guarantee. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the County, and may be enforced against Guarantor by the County.
9. The Contract (attached) is adopted herein by reference.
10. The Guarantor hereby waives notice of any modifications to the terms of the Contract.
11. Any changes in or under the Contract and compliance or non-compliance with any formalities connected with the Contract or the giving by the County of any extension of time for the performance of said Contract, or any other forbearance on the part of either County or Contractor to the other, shall not in any way release the Contractor or the Guarantor, or either or any of them, their heirs, their personal representatives, successors, or assigns from liability hereunder, notice to the Guarantor of any such changes, alterations, extensions or forbearance being hereby waived.
12. The Guarantor hereby is aware of the notice of renewals of the Contract that occur pursuant to Section 1.1 thereof.

13. Notices provided pursuant to this Guarantee for default shall be in writing and shall be served personally or sent by certified mail, return receipt requested, to:

County: County Administrator
500 San Sebastian View
St. Augustine, FL 32084

Guarantor: Waste Management, Inc.
1001 Fannin Street, Suite 4000
Houston, Texas 77002

A Party may change its addresses for future notices by providing notice of such address change to the other Party. If any notice is given pursuant to this Section 13 by certified mail, the notice shall be effective immediately upon receipt. If any notice is delivered by hand, the notice shall be effective immediately upon delivery.

IN WITNESS WHEREOF, Guarantor has executed this instrument the day and year first above written.

GUARANTOR

By: _____

Its: _____

Witness: _____

Witness: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me the ____ day of _____, 2014 by _____ as _____ of Waste Management Inc., a Delaware corporation. He or she is personally known to me or has produced _____, as identification.

_____, Notary Public

(Name of Notary, typed or printed)

Commissioner Number: _____

Commission Expires: _____

EXHIBIT "G"

PERFORMANCE AND PAYMENT BOND