

RESOLUTION NO. 2018- 217

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A NON-EXCLUSIVE FRANCHISE AGREEMENT FOR CONSTRUCTION AND DEMOLITION DEBRIS BETWEEN ST. JOHNS COUNTY, FLORIDA, AND TWENTY-TWO NON-EXCLUSIVE FRANCHISE HAULERS, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE EACH NON-EXCLUSIVE FRANCHISE AGREEMENT FOR CONSTRUCTION AND DEMOLITION DEBRIS ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, twenty-two independent contractors wish to collect and transport Construction and Demolition Debris within the unincorporated area of St. Johns County, Florida; and

WHEREAS, by entering into a Non-Exclusive Franchise Agreement for Construction and Demolition Debris with each of the independent contractors, the St. Johns County Board of Commissioners ("Board") seeks to ensure that the collection and transport of Construction and Demolition Debris is performed in accordance with applicable local, state and federal regulations, and that such performance is consistent with the public interest; and

WHEREAS, the Board has reviewed the terms, provisions, conditions, and requirements of the Non-Exclusive Franchise Agreement for Construction and Demolition Debris (attached hereto as Exhibit A, and incorporated herein); and

WHEREAS, the Board has determined that entering into said Agreement with each of the independent contractors serves a public purpose and will not negatively impact the citizens of St. Johns County.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board hereby approves the terms, provisions, conditions, and requirements of the Non-exclusive Franchise Agreement for Construction and Demolition Debris between St. Johns County, Florida, and the twenty-two independent contractors, respectively, and authorizes the County Administrator or designee to execute each Agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical, administrative and/or scrivener's errors or omissions that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of July, 2018.

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

Attest: Hunter S. Conrad, Clerk

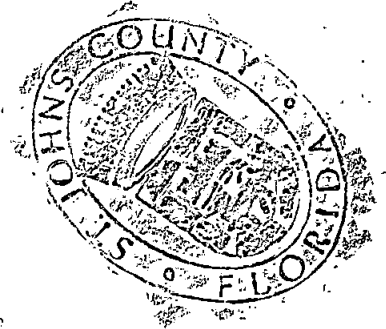
Hunter S. Conrad
Deputy Clerk

By:

Paul M. Waldron

Paul M. Waldron, Vice Chairman

RENDITION DATE 7/19/2018



*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Advanced Disposal, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor .

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be John Goodspeed. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Advanced Disposal Services
7580 Phillips Hwy
Jacksonville FL 32256

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement;" "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 10, 2018.

CONTRACTOR

Advanced Disposal Services Jacksonville, LLC
Name of Company

Signature: [Handwritten Signature]

Printed Name: John Goodspeed

Title: District Manager

Date: 5/10/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10 day of May, 2018 by John Goodspeed, as ADS of ADS, who is personally known to me or has produced _____ as identification.

[Handwritten Signature]
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

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This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and All American Roll Off, its successors and assigns ("Contractor"). 3 Recycling Services

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Allison Jones. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Allison Jones
1700 Otis Rd
Jacksonville, FL 32220

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement; without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on _____, 20__.

CONTRACTOR

All American Roll Off & Recycling Services
Name of Company

Signature: Allison Jones

Printed Name: Allison Jones

Title: Office Manager

Date: 5/9/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS Duval

The foregoing instrument was acknowledged before me this 9th day of May, 2018, by Allison Jones as Office Manager of All American Roll Off & Recycling who is personally known to me or has produced as identification.

Nicole Dowling
Notary



Notary Seal

ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

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This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Ann's Site Cleaning Inc. its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor .

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Ann LEOPER. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Ann's Site Cleaning, Inc.
physical mailing : 3372 Phillips Highway Jacksonville FL 32207
: 318 N. ROSCOE Blvd. Ponte Vedra Beach FL 32082

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles; and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on _____, 20__.

CONTRACTOR

Ann's Site Cleaning Inc.
Name of Company

Signature: [Signature]

Printed Name: Ann Leeper

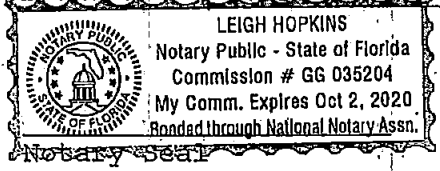
Title: President

Date: 5-8-18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8th day of May, 2018, by Ann Leeper as President of Ann's Site Cleaning Inc. who is personally known to me or has produced FLC as identification.

[Signature]
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Construction Debris Renewal Inc. its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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for Construction & Demolition Debris Franchise*

County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Vernon D Keith. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Construction Debris Removal - Vernon Keith
1535 State Road 207
St Augustine, FL 32086

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

*St. John's County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 8, 2018

CONTRACTOR

Construction Debris Removal Inc
Name of Company

Signature: [Handwritten Signature]

Printed Name: Vernon D Keith

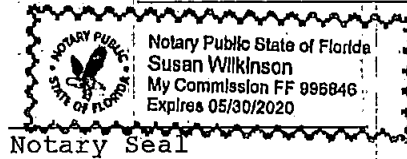
Title: Owner / President

Date: 5/8/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8th day of May, 2018, by Vernon D. Keith as owner of CDR who is personally known to me or has produced as identification.

Susan Wilkinson
Notary



Notary Seal

ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Colliers Waste, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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for Construction & Demolition Debris Franchise*

5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

*St. Johns County Non-Exclusive Franchise Agreement
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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage (except Workers' Compensation and Professional Liability). A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor .

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Deborah L. Collier-Gibson. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Collier's Waste Containers, Inc.

P.O. Box 30327

Doctors Inlet, FL. 32030

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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for Construction & Demolition Debris Franchise*

13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on _____, 20__.

CONTRACTOR

Collier's Waste Containers, Inc.
Name of Company

Signature: *Deborah L. Collier-Gibson*

Printed Name: Deborah L. Collier-Gibson

Title: President

Date: 05/07/2018

STATE OF FLORIDA
COUNTY OF ~~ST. JOHNS~~ Clay

The foregoing instrument was acknowledged before me this 18th day of May, 2018, by Deborah L. Gibson as President of Collier's Waste Containers Inc. who is personally known to me or has produced FL DL# G125-172-09-911-0 as identification.

Phebe Harrigan
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
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This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Donovan Dumpsters, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Kyle Donovan. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Donovan Dumpsters LLC
315 6th Ave S
Jacksonville Beach, FL 32250

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for Construction & Demolition Debris Franchise*

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 in writing.

13.2 Waiver

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to, or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 Assignment

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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for Construction & Demolition Debris Franchise*

13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 5th, 2018.

CONTRACTOR

Donovan Dumpsters LLC

Name of Company

Signature: [Handwritten Signature]

Printed Name: Kyle Donovan

Title: President

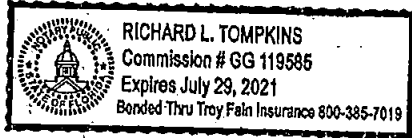
Date: 05/05/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 5 day of May, 2018, by Kyle Donovan as owner of Donovan Dumpsters, who is personally known to me or has produced known as identification.

[Handwritten Signature]
Notary

Notary Seal



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: Deputy Clerk

By: County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Env Land Svcs, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor .

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Nancy Morea. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Environmental Land Services
P.O. Box 1029
Bunnell, FL 32110

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

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

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters."

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise

this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on 3rd of May, 2018.

CONTRACTOR

Environmental Land Services
Name of Company
Signature [Handwritten Signature]
Printed Name: NANCY MOREA
Title: Vice Pres.
Date: 5-3-18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 3 day of May, 2018, by Nancy MOREA, as Vice President of Environmental Land Services who is personally known to me or has produced as identification.

[Handwritten Signature]
Notary

Notary Seal  CONSUELO POLICASTRO
MY COMMISSION # FF204064
EXPIRES February 26, 2019
FloridaNotaryService.com

ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and First Coast Roll-Offs, LLC, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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for Construction & Demolition Debris Franchise*

5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be John H. Adams Jr.. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

First Coast Roll-Offs, LLC
1600 Northwood Drive
St Augustine, FL 32084

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for Construction & Demolition Debris Franchise*

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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida; and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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for Construction & Demolition Debris Franchise*

Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

13.8 *Survivability*

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 *Third Party Beneficiaries*

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 *Personal Liability*

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

13.11 *Independent Contractor*

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 *Merger Clause*

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 Amendment

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

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

St. Johns County Non-Exclusive Franchise Agreement
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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on _____, 20__.

CONTRACTOR

First Coast Roll-offs, LLC

Name of Company

Signature: John H. Adams Jr.

Printed Name: John H. Adams Jr.

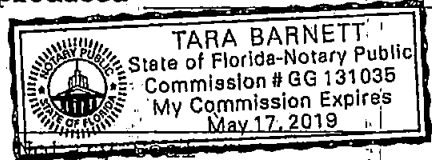
Title: President/owner

Date: 05/17/2018

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17 day of May, 2018, by John H. Adams Jr. as President/owner of First Coast Roll-offs, LLC, who is personally known to me or has produced as identification.

Tara Barnett
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Herrington Industries, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor .

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste; or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Adam Herrington. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Herrington Industries, Inc.
7300 Crill Ave #65
Palatka FL 32177

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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for Construction & Demolition Debris Franchise*

Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 *Representations of the Contractor*

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

13.6 *Headings*

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

13.7 *Severability*

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

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13.8 *Survivability*

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 *Third Party Beneficiaries*

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 *Personal Liability*

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

13.11 *Independent Contractor*

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 *Merger Clause*

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 8, 2018.

CONTRACTOR

Herrington Industries, Inc. aka Strickland Construction Services
Name of Company

Signature: [Handwritten Signature]

Printed Name: Adam Herrington

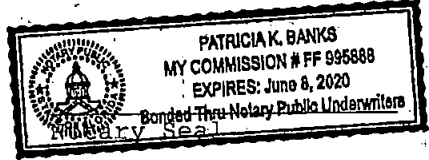
Title: President

Date: 5-8-18

STATE OF FLORIDA
COUNTY OF ST. JOHNS Putnam

The foregoing instrument was acknowledged before me this 8 day of May, 2018, by Adam Herrington, as President of Herrington Industries Inc, aka Strickland Construction Services who is personally known to me or has produced [Signature] as identification.

Patricia K. Banks
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Hicks Land Clearing & Incinerator LLC, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be James W Hicks. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Hicks Land Clearing + Incinerator LLC
P.O. Box 860358
St Augustine FL 32086

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 Amendment

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 8, 2018.

CONTRACTOR

Hicks Land Clearing & Incinerator LLC
Name of Company

Signature: James Hicks

Printed Name: JAMES HICKS

Title: owner

Date: May 8, 2018

STATE OF FLORIDA
COUNTY OF ST. JOHNS

8 The foregoing instrument was acknowledged before me this day of May, 2018, by JAMES HICKS as owner of Hicks Land Clearing & Incinerator LLC who is personally known to me or has produced as identification.

Bonnie L. Smith
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

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This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and MC Recovery, LLC, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Susan Stanley. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

MC Recovery, LLC
1 Sea Oaks
St Augustine, FL 32080
ATTN: Susan Stanley

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

*St. Johns County Non-Exclusive Franchise Agreement
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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements, and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 22nd, 2018

CONTRACTOR

MC Recovery
Name of Company

Signature: [Handwritten Signature]

Printed Name: JUSAN G. STANLEY

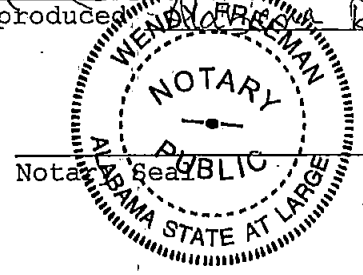
Title: Office Manager

Date: 5.22.18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22 day of May, 2018, by Jusan G. Stanley as Office Manager of MC Recovery LLC, who is personally known to me or has produced [Handwritten ID] as identification.

[Handwritten Signature]
Notary 7-29-18



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and My Dumpster Guy, LLC, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor .

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Kit Starr. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

My Dumpster Guy, LLC
3691 W 180th Terrace
St. Ives KS 66085

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 10, 2018.

CONTRACTOR

My Dumpster Guy LLC
Name of Company

Signature: [Signature]

Printed Name: Christopher Starr

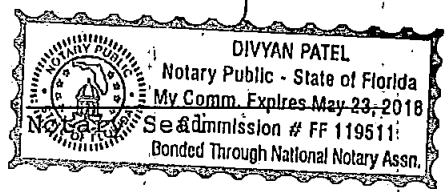
Title: Member

Date: 5/10/2018

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of May, 2018, by Christopher Starr as Member of My Dumpster Guy LLC who is personally known to me or has produced His Drivers License as identification. Kang State

[Signature]
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: Deputy Clerk

By: County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
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This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and N. FL Waste Mgt. its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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for Construction & Demolition Debris Franchise*

Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be _____. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

North Florida waste mgmt LLC
3633 Lenox Ave
JAX FL 32257

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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for Construction & Demolition Debris Franchise*

13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on _____, 20__.

CONTRACTOR

NORTH FLORIDA WASTE MANAGEMENT
Name of Company

Signature: Kate

Printed Name: KATERINA ZAJNI

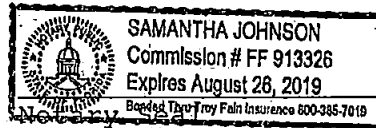
Title: Owner

Date: 05/16/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16th day of May, 2018, by Katerina Zajni as Owner of North Florida Waste Management who is personally known to me or has produced FL DL as identification.

[Signature]
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
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This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Reako Recycling its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Andrew Senesac. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Realco Recycling Co. Inc.
8707 Somers Rd
Jax, FL 32226

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 *Survivability*

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 *Third Party Beneficiaries*

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 *Personal Liability*

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

13.11 *Independent Contractor*

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 *Merger Clause*

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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for Construction & Demolition Debris Franchise*

contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

St. Johns County Non-Exclusive Franchise Agreement
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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 4, 2018.

CONTRACTOR

Realco Recycling Co Inc
Name of Company

Signature: Andrew Senesac

Printed Name: Andrew Senesac

Title: president

Date: 5-4-18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 4th day of May, 2018, by Andrew Senesac as president of Realco Recycling, who is personally known to me or has produced as identification.

Jean S. Baker
Notary

JEAN S. BAKER
Notary Public, State of Florida
My Comm. Expires 08/25/2020
Commission No. GG24824
Notary Seal

ST. JOHNS COUNTY, a
political subdivision of
the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Republic Services of Florida LP, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

*St. Johns County Non-Exclusive Franchise Agreement
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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be John Foley. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Republic Services

445-A Republic Drive

St. Augustine, FL 32095

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 *Survivability*

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 *Third Party Beneficiaries*

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 *Personal Liability*

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

13.11 *Independent Contractor*

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 *Merger Clause*

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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for Construction & Demolition Debris Franchise

this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 9, 2018.

CONTRACTOR

Republic Services of Florida, LP.
Name of Company

Signature: [Handwritten Signature]

Printed Name: Dan Walsh

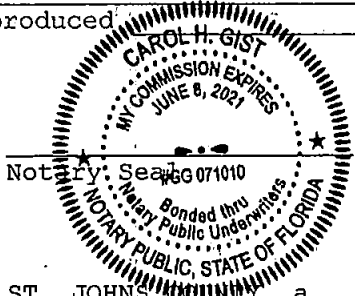
Title: BU Controller

Date: 5/9/2018

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of MAY, 2018, by Dan Walsh, as _____ of _____ who is personally known to me or has produced _____ as identification.

[Handwritten Signature]
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County, a political subdivision of the State of Florida, ("County") and SHAPELLS, INC, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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for Construction & Demolition Debris Franchise*

herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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for Construction & Demolition Debris Franchise*

Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Amy Lachapelle. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

SHAPPELLS, INC
8565 STOCKS RD
JACKSONVILLE, FL 32220

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for Construction & Demolition Debris Franchise*

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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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for Construction & Demolition Debris Franchise*

Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 *Survivability*

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 *Third Party Beneficiaries*

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 *Personal Liability*

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

13.11 *Independent Contractor*

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 *Merger Clause*

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

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

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ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on MAY 2, 2018.

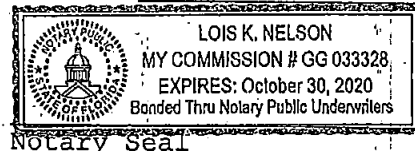
CONTRACTOR

SHAPELLS, INC
Name of Company
Signature: [Handwritten Signature]
Printed Name: Guy Lachapelle
Title: President
Date: 5/2/2018

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2ND day of May, 2018, by Guy Lachapelle as President of SHAPELLS, INC, who is personally known to me or has produced as identification.

Lois K Nelson
Notary



Notary Seal

ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Southern Comfort Mowing, Inc., its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises.

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for Construction & Demolition Debris Franchise*

and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records, relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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for Construction & Demolition Debris Franchise*

within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be _____ . Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

920 Cherry Tree Road

St. Augustine, FL 32086

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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 in writing.

13.2 Waiver

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 Assignment

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

*St. Johns County Non-Exclusive Franchise Agreement
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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on _____, 20__.

CONTRACTOR

Southern Comfort Mowing, Inc.

Name of Company

Signature: _____

Printed Name: Samuel James

Title: President

Date: 5-9-18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 9 day of May, 2018, by Samuel James, as _____ of _____, who is personally known to me or has produced FL DL as identification.

Christina Hutchins
Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Sunshine Recycling, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor .

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Hereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Chuck Herb. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Sunshine Recycling
1263 W Landstreet Rd
Orlando FL 32824

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 16, 2018

CONTRACTOR

Sunshine Recycling
Name of Company
Signature: [Handwritten Signature]
Printed Name: Chuck Hues
Title: President
Date: 5/16/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of May, 2018, by Chuck Hues as President of Sunshine Recycling who is personally known to me or has produced ID as identification.

[Handwritten Signature]
Notary

Notary Seal



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: [Blank]
Deputy Clerk

By: [Blank]
County Administrator

(OFFICIAL SEAL)

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This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and United Site Services of Florida, LLC, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Adam Jacobs, Vice President. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

United Site Services of Florida, LLC
118 Flanders Road, Suite 1000
Westborough, MA 01581
Attn: Adam Jacobs, Vice President - General Counsel

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

*St. Johns County Non-Exclusive Franchise Agreement
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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 *Survivability*

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 *Third Party Beneficiaries*

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 *Personal Liability*

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

13.11 *Independent Contractor*

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 *Merger Clause*

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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for Construction & Demolition Debris Franchise*

contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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for Construction & Demolition Debris Franchise*

13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 31, 2018.

CONTRACTOR

United Site Services of Florida, LLC
Name of Company

Signature: 

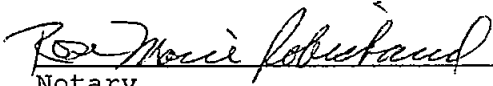
Printed Name: Adam Jacobs

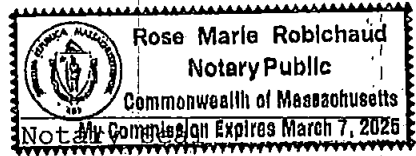
Title: Vice President - General Counsel

Date: 5/31/2018

STATE OF ~~FLORIDA~~ MASSACHUSETTS
COUNTY OF ~~ST. JOHNS~~ WORCESTER

The foregoing instrument was acknowledged before me this 31st day of May, 2018, by Adam Jacobs as Vice President of United Site Services of Florida, LLC, who is personally known to me or has produced _____ as identification.


Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Waste Management Inc. of Florida, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises.

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be James Johns. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

James Johns
6501 Greenland Rd.
Jacksonville, FL 32258

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on JUNE 1, 2018.

CONTRACTOR

WASTE MANAGEMENT INC. OF FLORIDA
Name of Company

Signature: [Handwritten Signature]

Printed Name: JAMES F. LAMBROS

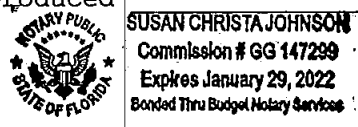
Title: VICE PRESIDENT

Date: 6-1-2018

STATE OF FLORIDA
COUNTY OF ~~ST. JOHNS~~ BROWARD

The foregoing instrument was acknowledged before me this 1st day of JUNE, 2018, by JAMES F. LAMBROS, as VICE PRESIDENT of WASTE MANAGEMENT INC. OF FLORIDA who is personally known to me or has produced as identification.

[Handwritten Signature]
Notary



Notary Seal

ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

*St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise*

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Waste Pros of Florida, its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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for Construction & Demolition Debris Franchise*

herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be John Cinelli. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Waste Pro of Florida Inc.
Po Box 2139
Bunnell, FL 32110

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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 in writing.

13.2 *Waiver*

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 *Agreement Governed by Florida Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 *Assignment*

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

*St. Johns County Non-Exclusive Franchise Agreement
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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 *Representations of the Contractor*

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

13.6 *Headings*

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

13.7 *Severability*

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 15, 2018.

CONTRACTOR

Waste Pro of Florida
Name of Company

Signature: [Handwritten Signature]

Printed Name: John Cinelli

Title: Division Manager

Date: May 15, 2018

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15 day of May, 2018, by John Cinelli, as Division Manager of Waste Pro of Florida, who is personally known to me or has produced as identification.

[Handwritten Signature]
Notary



Notary

ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris Franchise ("Agreement") is made by and between St. Johns County a political subdivision of the State of Florida, ("County") and Waste Watchers of Jacksonville LLC its successors and assigns ("Contractor").

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 2 of St. Johns County Ordinance 2017-39 ("Solid Waste Ordinance") unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of the Solid Waste Ordinance and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of this Agreement and the Solid Waste Ordinance, a copy of which is attached hereto and incorporated herein.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The County hereby grants a non-exclusive Franchise to Contractor for the collection and transportation of Construction and Demolition Debris in the unincorporated areas of St. Johns

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris in roll-off containers or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Construction and Demolition Debris is authorized under this Agreement.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the County's duly authorized representative. This Agreement shall run from the effective date and shall expire at 11:59 PM on June 30, 2021.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the Solid Waste Ordinance, the St. Johns County Code, and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior written approval of the Manager of the St. Johns County Solid Waste Department.

5.3 When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo in a conspicuous place.

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5.4 All vehicles, Mechanical Containers, and other containers used by the Contractor for the collection or transportation of Construction and Demolition Debris shall be marked on each side with the name and phone number of the Contractor and the markings shall be a minimum of three (3) inches in height.

5.5 All vehicles, Mechanical Containers, and other containers used by the Contractor for collecting or transporting Construction and Demolition Debris shall be totally enclosed or securely covered in a manner that prevents the escape of any materials when transporting Construction and Demolition Debris within the County.

5.6 Each vehicle used by the Contractor for collecting or transporting Construction and Demolition Debris in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, the Contractor shall provide the County with a current list of all vehicles used to collect or transport Construction and Demolition Debris in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Contractor's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Contractor in the County.

5.8 This Agreement authorizes the use of roll-off and/or commercial containers and other commercial collection equipment standard to the industry for this type of service. The Contractor may provide an unlimited number of roll-off and/or commercial containers for Construction and Demolition Debris, if the construction site is acceptable for their proper placement

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and there is a bona-fide need. However, any roll-off and/or commercial container holding more than a de minimis amount of Solid Waste other than Construction and Demolition Debris will be regulated as though the container were filled with Solid Waste and will require transport and disposal at a duly licensed and permitted St. Johns County Solid Waste Management Facility accepting such waste.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for non-exclusive Franchise to rent roll-off and/or commercial containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris. A non-refundable \$500.00 application fee, as well as a \$100.00 fee per vehicle, shall accompany the Contractor's application to the County for the non-exclusive Franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Construction and Demolition Debris in the County as a business, for using the public right-of-way and other thoroughfares of the County for the collection and transportation of Construction and Demolition Debris that originates in the unincorporated areas of the County, and for the other rights and benefits conferred on the Contractor under this Agreement. The Franchise fee also may be used to pay the cost of implementing, administering and enforcing the County's Franchises

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and other regulations for the safe and proper handling of Construction and Demolition Debris generated in the unincorporated areas of St. Johns County.

8.1 The Franchise fee shall be equal to ten percent (10%) of the Gross Revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Construction and Demolition Debris originating in the unincorporated areas of St. Johns County.

8.2 Franchise fees shall be paid to the County once each quarter. Franchise fees shall be delivered to the County no later than January 15, April 15, July 15, and October 15 of each year or within 60 days of termination of the Agreement. Each quarterly payment shall be based on the Gross Revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter. Each quarterly payment shall be accompanied by a true and accurate report demonstrating that the Franchise fee has been paid in full for the preceding calendar quarter.

8.3 Within one hundred twenty (120) days following (a) the expiration of the initial term of this Agreement, (b) the expiration of any renewal term of this Agreement, and (c) the termination of this Agreement, the Contractor shall file with the County a certified audit concerning the Gross Revenue collected by the Contractor as a result of the Contractor's operations under this Agreement. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County may, upon application and a showing of good cause, extend the time for performance under this Section 8.3.

8.4 The County shall be given access at all reasonable hours to the Contractor's places of business and its records relating to the accumulation, collection, transportation, and disposal of Construction and Demolition Debris from properties

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within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee or other charge payable to the County pursuant to the Solid Waste Ordinance or this Agreement or to verify any information provided by the Contractor pursuant to the Solid Waste Ordinance or this Agreement. The Contractor shall keep and maintain all such records for the term of this Agreement, and any renewal term, and for at least three (3) years after the expiration or termination of this Agreement. To the extent authorized by Chapter 119, Florida Statutes, or other applicable laws, the information obtained by the County under this Section 8.4 shall remain confidential. The Contractor shall comply with Chapter 119, Florida Statutes as related to public records.

8.5 Each report, audit, and payment required under this Article VIII shall be timely submitted by the Contractor. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of this Agreement.

8.6 If the Contractor fails to pay the full amount of the Franchise fee within thirty (30) days of the end of each quarter, the County may suspend the Franchise until payment is made or may revoke the Franchise and terminate this Agreement, as provided in Article XIII, below. The Contractor shall pay any and all of the County's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees. Any late payment of Franchise fees due under this Agreement or the Solid Waste Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

ARTICLE IX: RENEWAL

9.0 Between the dates of April 1 through June 1 in the same year as the expiration date of this Agreement, a renewal application may be submitted to the Department of Solid Waste Management. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. During the

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County's review of the renewal application, the Contractor may continue to operate as a non-exclusive Franchise for a period not to exceed sixty (60) days after the submission of the renewal application or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications. If the Contractor fails to submit a timely and complete renewal application, the Contractor shall forfeit its ability to renew this Agreement and must submit an application for a new Franchise.

9.1 The Contractor understands and acknowledges that renewal applications are subject to approval by the Board after public hearing and that the Board may, without prior notice, limit the number of non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

ARTICLE X: INSURANCE

10.0 The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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Certificate Holder Address: St. Johns County, a political
Subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

10.1 The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

10.2 The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

10.3 The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

10.4 The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

10.5 In the event of unusual circumstances, the County Administrator may adjust these insurance requirements.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor agrees that it will indemnify, hold harmless and defend the County, its officials, officers, employees and agents, against, and assume all liability for, any and all claims, suits, causes of action, damages, liabilities,

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expenditures, or proceedings of any kind (collectively "claims") arising from or related to any of the Contractor's activities or operations pursuant to this Agreement, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages.

11.1 The provisions of this Article XI relating to indemnification are separate and apart from, and no way limited by, any insurance provided by the Contractor pursuant to this Agreement or otherwise.

11.2 The provisions of this Article XI relating to indemnification shall survive the expiration or termination of this Agreement.

ARTICLE XII: TERMINATION BY COUNTY

12.0 If County concludes that the Contractor is in violation of any of the terms of this Agreement or any of the provisions of the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor in writing of the breach and shall provide at least seven (7) days thereafter for the Contractor to correct the breach. If the Contractor fails correct the breach within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to correct the breach. The Contractor shall be given notice at least seven (7) days prior to the hearing. The Contractor shall be given an opportunity at the hearing to testify, present evidence and otherwise demonstrate why this Agreement shall not be terminated and the Franchise granted herein revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution (a) terminating this Agreement and revoking the Franchise granted herein; (b) requiring the Contractor, within a time certain, to perform the tasks necessary to comply with the terms of this Agreement; or (c) imposing such other requirements as the Board deems appropriate under the circumstances. In the event the Board adopts a resolution terminating this Agreement and revoking the Franchise granted

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herein, the Contractor shall immediately cease all activities under this Agreement.

12.1 Among other things, a material breach of this Agreement shall be deemed to have occurred if the Contractor (a) fails or refuses to comply with any lawful order of the Board entered after public hearing; (b) charges or collects any rate, fee, or charge not provided for in this Agreement or in excess of an amount authorized by the Board; (c) violates or fails to comply with any provision of the Solid Waste Ordinance or any other county ordinances, or rule promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates or fails to comply with the provisions of this Agreement, or any state or federal law relating to the collection and disposal of Solid Waste; (d) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (e) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (f) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (g) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (h) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (i) declares bankruptcy.

12.2 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the Solid Waste Ordinance, the County may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The County shall issue the Contractor a written notice that the Contractor has been deemed a "habitual violator."

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Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the County may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 *Representatives of the Parties*

For the purposes of this Agreement, the authorized representative of the County (as designated by the County Administrator) shall be the Solid Waste Manager of the St. Johns County Solid Waste Department or the Manager's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Ryan Mellichamp. Either party may change its representative upon five (5) days prior written notice to the other party.

13.1 *Notices*

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Solid Waste Manager
St. Johns County Solid Waste Department
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

Waste Watchers

Po Box 3621

Imo SC 29063

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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 in writing.

13.2 Waiver

No delay or failure to exercise a right under this Agreement 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 term in this Agreement 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 term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be made expressly and in writing 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 Agreement.

13.3 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to Florida conflict of law principles, and any and all controversies and claims relating to or arising out of this Agreement, or the breach or enforcement thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, without respect to Florida conflict of law principles. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action or proceeding to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida, and venue shall be in St. Johns County, Florida.

13.4 Assignment

This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. This

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Agreement may not be sold, assigned or transferred by the Contractor, and no such sale, assignment, or transfer shall be effective, without written approval of the Board in accordance with Section 7.D of the Solid Waste Ordinance. As a condition precedent to receiving Board approval, the Contractor or the proposed transferee must demonstrate that the proposed transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and Solid Waste Ordinance. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required for a new Franchise and shall include the Contractor's written consent to the transfer and the proposed transferee's written stipulation that the proposed transferee will comply with all of the terms and conditions applicable to the Contractor.

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

Any term, condition, covenant or obligation which requires performance by a party subsequent to expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

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

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture 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 Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to 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 agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and

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contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 *Fair Dealing*

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (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 Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide 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 Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 *Sovereign Immunity*

Nothing in this Agreement is intended to nor shall be interpreted or construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.

13.15 *Amendment*

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

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13.16 *Terms Generally*

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein 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, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

14.0 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XV: REVIEW OF RECORDS

15.0 As a condition of entering into this Agreement, and in order to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorized the County to examine, review, inspect, and/or audit the Contractor's books, and records (including without limitation, data, documents, and correspondence), in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in

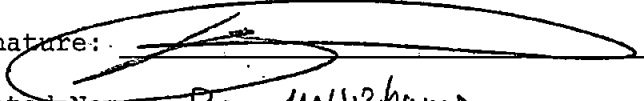
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this Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related this Agreement, and/or is otherwise protected by County, State, and/or Federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on May 15, 2018.

CONTRACTOR

Waste Watchers of Jacksonville
Name of Company

Signature: 

Printed Name: Ryan Mellichamp

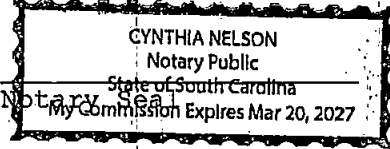
Title: Member

Date: 5/15/18

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF ~~ST. JOHNS~~ Lexington

The foregoing instrument was acknowledged before me this 15th day of May, 2018, by Ryan Mellichamp as Member of Waste Watchers of Jacksonville who is personally known to me or has produced SC DL as identification. 007022822 exp 2/13/20


Notary



ST. JOHNS COUNTY, a political subdivision of the State of Florida

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)