RESOLUTION NO. 2018- \textit{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 117th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad, Clerk
Deputy Clerk

By:

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
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.
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.
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
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
780 Philips 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
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.
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
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 10, 2018.

CONTRACTOR

Advanced Disposal Services Jacksonville, LLC
Name of Company

Signature: John Goodspeed
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 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 All American RollOff, its successors and assigns ("Contractor"). 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 The Contractor may collect and transport Construction and Demolition Debris after 7:00 am until 7:00 pm on Monday through Saturday and after 9:00 am until 7:00 pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19. The 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.
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 resubmitted 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.
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
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 VII 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,
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 to 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
St. Johns County Non-Exclusive Franchise Agreement
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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**
700 Otis Rd
Jacksonville, FL 32220
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
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.
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: ____________________________
Printed Name: Allison Jones
Title: Office Manager
Date: 5/9/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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)
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 Ann's Site Clearing, 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
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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.
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 resubmitted 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.
St. Johns County Non-Exclusive Franchise Agreement
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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 Lepeski. 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
"318 N. Roscoe Blvd., Ponte Vedra Beach"

writing
"318 N. Roscoe Blvd., Ponte Vedra Beach"

32207
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
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.
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
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.
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 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 ________________, 20__.

CONTRACTOR

Ann's Site Cleaning Inc.
Name of Company

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

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,
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
St. Johns County Non-Exclusive Franchise Agreement
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."
ST. JOHNS COUNTY NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR CONSTRUCTION & DEMOLITION DEBRIS FRANCHISE

Thereafter, any single default by the Contractor of whatever
two 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
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.
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
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
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 May 8, 2018

CONTRACTOR

Construction Debris Remount Inc
Name of Company

Signature: [Signature]

Printed Name: [Printed Name]

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

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

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

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
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 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
St. Johns County Non-Exclusive Franchise Agreement
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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 transforee
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.
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
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
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

Collier's Waste Containers, Inc.
Name of Company

Signature: ___________________________

Printed Name: Deborah L. Collier-Gibson

Title: President

Date: 05/07/2018

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
18th day of May, 2018, by Deborah L. Collier-Gibson,
as President of Collier's Waste Containers Inc,
who is personally known to me or has produced FDLN#G125-172-67-91-0
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 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
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.
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
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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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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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
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
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 5th, 2018.

CONTRACTOR

Donovan Dumpsters LLC

Name of Company

Signature: Kyle Donovan

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
5th day of May, 2018, by Kyle Donovan,
as owner of Donovan Dumpsters,
who is personally known to me or has produced Known as identification.

Notary

RICHARD L. TOMPKINS
Commission # GG 119585
Expires: July 30, 2021
(Notary Seal)

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

ATTEST:
Deputy Clerk

By: County Administrator

(OFICIAL 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 Envi Road 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
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.
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.
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 $300.00 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
St. Johns County Non-Exclusive Franchise Agreement
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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
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,
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 adopting 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."
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 Nancy Moore. 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
Bun nell, FL 32110

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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
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
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

Name of Company

Signature

Printed Name: Nancy Moreya

Title: Vice Pres.

Date: 5-3-18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
3rd day of May, 2018, by Nancy Moreya,
as Vice President of Environmental Land Services
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 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 7:00 am until 7:00 pm on Monday through Saturday and after 9:00 am until 7:00 pm 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.
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.
St. Johns County Non-Exclusive Franchise Agreement
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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
St. Johns County Non-Exclusive Franchise Agreement
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
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
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.
St. Johns County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise

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

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
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
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
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.
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
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
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 __________________, 20__.

CONTRACTOR

First Coast Roll-Offs, LLC
Name of Company

Signature: ________________________________

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
State of Florida-Notary Public
Commission # GG 131056
My Commission Expires
May 17, 2019

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 <herringfield 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.
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 resubmitted 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.
St. Johns County Non-Exclusive Franchise Agreement 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
St. Johns County Non-Exclusive Franchise Agreement
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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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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.
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,
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 to 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
St. Johns County Non-Exclusive Franchise Agreement 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; (d) 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 Harrington__. 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:

________________________
Harrington Industries, Inc.
7300 Cell 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
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.
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
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
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 8, 2018.

CONTRACTOR

Herrington Industries Inc. the Street and Construction Services
Name of Company

Signature: Adam Herrington

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 8th day of May, 2018, by Adam Herrington as President of Herrington Industries Inc., a limited liability construction services company, who is personally known to me or has produced 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 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.
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
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 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,
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 to 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
St. Johns County Non-Exclusive Franchise Agreement
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 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
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.
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
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 to 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

The foregoing instrument was acknowledged before me this 8th 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.

Notary Seal

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 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
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.
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 resubmitted 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
St. Johns County Non-Exclusive Franchise Agreement 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
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 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.
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,
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 to 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
St. Johns County Non-Exclusive Franchise Agreement
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."
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 [Name Redacted]. 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:

[Name Redacted]
1 Sea Oaks
St. Augustine, FL 32080

Attn: [Name Redacted]
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.
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
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 May 22nd, 2018

CONTRACTOR

MC Recovery
Name of Company

Signature: Susan G. Stanley
Printed Name: Susan G. Stanley
Title: Office Manager
Date: 5-22-18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 20th day of May, 2018, by Susan G. Stanley, Office Manager of MC Recovery, LLC, who is personally known to me or has produced as identification.

[Signature]
Notary 7-29-18

ATTEST: Deputy Clerk

By: County Administrator

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

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

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
St. Johns County Non-Exclusive Franchise Agreement 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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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 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,
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
St. Johns County Non-Exclusive Franchise Agreement
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."
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 [Name]. 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:

[Address]
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
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 7.9 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
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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
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
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 May 10, 2018.

CONTRACTOR

My Company LLC

Name of Company

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 Company LLC, who is personally known to me or has produced identification.

Notary

ATTEST: Deputy Clerk

By: County Administrator

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

(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 [Name of Contractor] 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 7:00 am until 7:00 pm on Monday through Saturday and after 9:00 am until 7:00 pm 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.
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 resubmitted 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.
St. Johns County Non-Exclusive Franchise Agreement 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
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 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,
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."

10
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
3483 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
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.
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
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
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 _________________, 20__.

CONTRACTOR

NORTH FLORIDA WASTE MANAGEMENT

Name of Company

Signature: ________________________________

Printed Name: KATERINA ZAJN

Title: Owner

Date: 05/16/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
10th day of May, 2018, by KATERINA ZAJN
as Owner of North Florida Waste Management
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 Raleigh 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
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.
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.
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.
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.
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 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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for Construction & Demolition Debris Franchise

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

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:

[Handwritten address]
8707 Somers Rd
Jax, FL 32266
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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
deed 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
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.
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
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
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 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
identification.

JEAN S. BAKER
Notary Public, State of Florida
My Comm. Expires 05/25/2020
Commission No. GG24924
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 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.
St. Johns County Non-Exclusive Franchise Agreement
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 resubmitted 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.
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.
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.
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
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.
St. Johns' County Non-Exclusive Franchise Agreement
for Construction & Demolition Debris Franchise

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

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
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 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 32085

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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
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.
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
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 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: [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 day of May, 2018, by Dan Walsh, as [Position], who is personally known to me or has produced [Identification], as identification.

Notary

ATTEST: Deputy Clerk

[Seal]

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 SHAPELS, 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.
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.
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
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
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.
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.
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 Guy 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:

SHAPELLS, INC
8505 STOCKS 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
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.
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.
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 2, 2018

CONTRACTOR

SHAPELLS, INC
Name of Company

Signature: [Signature]

Printed Name: Guy Lachapelle

Title: President

Date: 5/1/2018

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 Shapell's, Inc.,
who is personally known to me or has produced
as identification.

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 Hauling, 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 7:00 am until 7:00 pm on Monday through Saturday and after 9:00 am until 7:00 pm 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.
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 resubmitted 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.
St. Johns County Non-Exclusive Franchise Agreement 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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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 . 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:

[Signature]

920 Cherry Tree Road
St. Augustine, FL 32086
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.
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
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ccontemporaneous 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.
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

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, 20__, by Samuel James,
as
who is personally known to me or has produced FL DL 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 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
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.
St. Johns County Non-Exclusive Franchise Agreement 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 resubmitted 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.
St. Johns County Non-Exclusive Franchise Agreement
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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.
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
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
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.
St. Johns County Non-Exclusive Franchise Agreement for Construction & Demolition Debris Franchise

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,
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
St. Johns County Non-Exclusive Franchise Agreement 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."
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 [Signature]. 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
12103 W Landstreet Rd
Orlando, FL 32824
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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
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.
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
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.
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 16, 2018

CONTRACTOR

Sunshine Hauling

Name of Company

Signature: [Signature]

Printed Name: 

Title: President

Date: 5/16/18

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16th day of May, 2018, by [Signature], as [Title] of Sunshine Hauling, who is personally known to me or has produced as identification.

[Signature]

Notary

Notary Seal

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

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

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

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,
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  
future 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."
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
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.
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.
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 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

ATTEST: Deputy Clerk

By: County Administrator

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

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

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,
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 to 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
St. Johns County Non-Exclusive Franchise Agreement
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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."
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
St. Johns County Non-Exclusive Franchise Agreement
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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.
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
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
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 _____, 2018.

CONTRACTOR

WASTE MANAGEMENT INC. OF FLORIDA
Name of Company

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.

SUSAN CHRISTA JOHNSON
Commission # GG 147299
Expires January 29, 2022
Notary
Boiled Thi Bubed Notary Services

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 Pro of FLA, 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.
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.
St. Johns County Non-Exclusive Franchise Agreement
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
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
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.
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,
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 to 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
St. Johns County Non-Exclusive Franchise Agreement
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: (a) the Contractor
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 ______________. 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
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.
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
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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.
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
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 15, 2018.

CONTRACTOR

Waste Pro of Florida
Name of Company

Signature: [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.

Notary

HEATHER BADGER
MY COMMISSION # GG 020071
EXPIRES: January 10, 2021
Oathd To Keep Neatly Public Undersigned

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

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.
St. Johns County Non-Exclusive Franchise Agreement
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."
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 [Name Redacted]. 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:

[Name Redacted]
P.O. Box 3621
Irmo SC 29063
St. Johns County Non-Exclusive Franchise Agreement
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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
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.
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

COUNTY OF ST. JOHNS

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
007031812 07/21/20
as identification.

Notary

CYNTHIA NELSON
Notary Public
State of South Carolina
My Commission Expires Mar 20, 2027

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

ATTEST: __________________________
Deputy Clerk

By: __________________________
County Administrator

(Official Seal)