

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, GRANTING NON-EXCLUSIVE FRANCHISES FOR THE COLLECTION AND TRANSPORTATION OF NON-RESIDENTIAL SOLID WASTE TO HICKS ROLLOFF AND RECYCLING, LLC.

RECITALS

WHEREAS, St. Johns County Ordinance 17-39 (“Ordinance”) requires all persons engaging in the business of collecting or transporting solid waste from any real property in the County, who are not exempt, to receive a franchise from the County; and

WHEREAS, Hicks Rolloff and Recycling, LLC submitted applications for non-exclusive franchises for the collection and transportation of non-residential solid waste pursuant to the provisions of the Ordinance; and

WHEREAS, the Solid Waste Division reviewed the applications and recommends granting the franchises; and

WHEREAS, based on Board’s consideration of the applications and the applicable criteria in the Ordinance, the Board desires to grant the non-exclusive franchises; and

WHEREAS, granting the non-exclusive franchises, subject to terms and conditions of franchise agreements, is necessary for the protection of the public health, safety, and welfare, and is in best interest of the County; now, therefore

BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida:

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

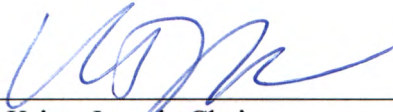
Section 2. In accordance with Ordinance Code 17-39, the County Administrator, or her designee, is authorized to issue a non-exclusive franchise agreement to Hicks Rolloff and Recycling, LLC, for the collection and transportation of non-residential solid waste of the type specified in the agreement.

Section 3. To the extent that there are typographical, administrative, or scrivener’s errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

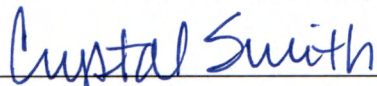
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 21ST day of January, 2025.

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

Rendition Date JAN 21 2025

By: 
Krista Joseph, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: 
Deputy Clerk



*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 Roll off + Recycling LLC, its successors and assigns ("Contractor").

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

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

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

ARTICLE I: DEFINITIONS

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

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

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

ARTICLE III: NON-EXCLUSIVE FRANCHISE

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

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County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance, and all applicable laws. This Agreement only authorizes the Contractor to collect and transport Construction and Demolition Debris, 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, 2027.

ARTICLE V: CONTRACTOR'S OPERATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE VI: DISPOSAL SITES

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

ARTICLE VII: APPLICATION FEES

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

ARTICLE VIII: FRANCHISE FEES

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

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

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

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

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

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

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

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

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

ARTICLE IX: RENEWAL

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

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extend this Agreement until the Board approves or denies the
renewal application.

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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 Director of Public Works. The authorized representative of the Contractor for purposes of this Agreement shall be Jame K Hicks, who is an officer or director of the Contractor. 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 Roll Off & Recycling LLC
2465 US1 South PMB 21
St Augustine FL 32086

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Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party in writing.

13.2 Waiver

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

13.3 Agreement Governed by Florida Law

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

13.4 Assignment

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

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

13.5 Representations of the Contractor

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

13.6 Headings

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

13.7 Severability

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

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13.8 Survivability

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

13.9 Third Party Beneficiaries

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

13.10 Personal Liability

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

13.11 Independent Contractor

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

The Contractor shall have no authority to bind the County to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

13.12 Merger Clause

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

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

13.13 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County Commissioner, County officer, or County employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the Contractor declares and warrants that it is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.14 Sovereign Immunity

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

13.15 Amendment

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

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13.16 Terms Generally

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, ordinance, rule or regulation shall have the meaning ascribed to such word or phrases as of the effective date of this Agreement, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

ARTICLE XIV: ACCESS TO RECORDS

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

14.1 The Contractor shall comply with any applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. However, the Contractor does not waive any of its rights under the Florida public records law, including its right to not disclose certain trade secrets and confidential documents.

14.2 Pursuant to Section 119.0701, Florida Statutes, the Contractor shall:

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(a) Keep and maintain public records required by the County to perform the services provided hereunder.

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

14.2 If the Contractor fails to comply with the requirements in this Article XIV, the County may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the County within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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14.3 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (904) 209-0805, OR E-MAIL AT PUBLICRECORDS@SJCFL.US, OR MAIL AT ST. JOHNS COUNTY ATTORNEY, ATTN: PUBLIC RECORDS CUSTODIAN, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084.

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 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
to be executed on NOVEMBER 1, 2024

CONTRACTOR

HICKS ROLL OFF & RECYCLING LLC
Name of Company

Signature: [Signature]

Printed Name: JAMES K HICK

Title: OWNER

Date: 10/28/24

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by
means of physical presence or online notarization, this 28
day of Oct 28, 2024, by JAMES K HICK, as
owner of HICKS ROLL OFF & RECYCLING LLC who
is personally known to me or has produced _____ as
identification.

[Signature]
Notary
Bonnie Smith Piet

Notary



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

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

**ST. JOHNS COUNTY APPLICATION FOR CONSTRUCTION AND DEMOLITION
WASTE COLLECTION, TRANSPORTATION, AND DISPOSAL FRANCHISE**

PLEASE TYPE OR PRINT

ST. JOHNS COUNTY, FLORIDA

**APPLICATION FOR CONSTRUCTION AND DEMOLITION WASTE
COLLECTION, TRANSPORTATION AND DISPOSAL FRANCHISE**

**Application Fee \$500.00
(Plus \$100.00 per Vehicle Fee, Maintenance/Management)**

EACH ITEM IN THIS APPLICATION MUST BE ANSWERED COMPLETELY.
ATTACH ADDITIONAL SHEET(S) WHERE NECESSARY.

Name of Applicant: HICKS Roll off & Recycling LLC

Principal business address of Applicant (provide both street and mailing addresses):
3445 Old Moultrie Rd St Augustine FL 32086
mailing 2465 US1 South Palm St St Augustine FL 32086

Business telephone number of Applicant: 904 799 5370

Name(s), street & mailing address(es) of the manager(s) or supervisor(s) who will be in charge of the operations in St. Johns County:

James KELLY HICKS 2245 CR 135 EIKLON FL 32033
Shawna HICKS 2245 CR 135 EIKLON FL 32033
Kylee Middle 2168 Woodstock Ave St Aug 32084
Boonie Smith 1815 SP 201 St Aug FL 32086

Is this an application for a new Franchise or for the renewal or transfer of an existing Franchise? CHECK ONE:

NEW RENEWAL _____ TRANSFER _____

If TRANSFER, name of current Franchisee:
(TRANSFER applicants must also complete the statements on page 4 of this application.)

Number of accounts you currently service in St. Johns County: _____

Check the appropriate business entity of the Applicant:

Corporation Sole Proprietor _____
General Partnership _____ Limited Partnership _____
Other _____ (If other, describe the form of ownership)

LLC (Limited Liability Corporation)

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List the names, street address and mailing addresses of any and all owners, directors, corporate officers, and principal officers of the business entity applying for the Franchise, including identifications of ownership interest (attach additional sheets, if needed):

James KELLY HICKS
2245 CR 135
FLKTON FL 32033 100% ownership

Submit a full description of all collection vehicles and equipment owned, leased or controlled by the applicant which will be used in the collection, transportation, and/or disposal of Construction and Demolition Debris within the County. (Please submit the descriptions of the equipment on a separate sheet and identify the sheet as "Addendum I-1")

List the location of ultimate disposal areas, including identification of any Solid Waste Transfer Stations, to be utilized by the Applicant:

St. Johns County Solid Waste St. Augustine FL
Northeast Environmental Palatka FL
St Marks Landfill St. Augustine FL

Submit a detailed explanation of service to be provided (Please submit this information on a separate sheet and identify the sheet as "Addendum L-1")

Submit a detailed listing of prior experience of the Applicant in providing Construction & Demolition Debris collection, transportation or disposal services. (Please submit this information on a separate sheet and identify the sheet as "Addendum N-1")

Submit a listing of the number of personnel and classifications of positions to be utilized by the Applicant providing service. (Please submit this information on a separate sheet and identify the sheet as "Addendum O-1")

Does the Applicant presently hold a license and/or franchise to collect, transport or dispose of Construction & Demolition Debris within any municipality within, or any other political subdivisions adjacent to, St. Johns County? Yes _____ No

If yes, please submit this information on a separate sheet and indicate separate vehicle identification design or scheme used in the municipality within, and/or political subdivision adjacent to, St. Johns County, and identify the sheet as "Addendum P-1."

Does the Applicant have any previous or existing enforcement action(s) by St. Johns County, or any environmental regulatory agency, for violation of any rule or regulation relating to Solid Waste handling, transporting or disposal? Yes _____ No

If yes, please submit a detailed listing of such actions, including final adjudication or disposition, on a separate sheet and identify the sheet as "Addendum Q-1."

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INSURANCE REQUIREMENTS: The Franchise holder shall maintain during the term of the Franchise all auto, liability and worker compensation insurance as required by the laws of the State of Florida, and shall further maintain comprehensive liability insurance coverage in such amounts as required by the State of Florida or by St. Johns County. Evidence of such required coverage must be submitted with this application.

(Note: a copy of the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, may be obtained at the St. Johns County Clerk's office. A per page fee may be charged.)

APPLICANT'S AFFIDAVIT: I, James "Kelly" Hicks, hereby certify that I am an officer or director of the Applicant, that all of the information provided in this Application is true and correct, that I have read and am familiar with the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, and that the Applicant shall comply with the provisions of the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39.

Signed: [Signature]
Print: JAMES "KELLY" HICKS
Title: DIRECTOR

Date: 10/28/24

STATE OF Florida
COUNTY OF St. Johns

Sworn to and subscribed before me this 28 day of November, 2024, by
JAMES KELLY HICKS

[Signature]
Notary Public
My Commission Expires: 5-16-2027

Personally Known OR Produced Identification _____
Type of Identification Produced _____



**ST. JOHNS COUNTY
NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL / INDUSTRIAL SOLID WASTE COLLECTION FRANCHISE**

This Non-Exclusive Franchise Agreement for Commercial / Industrial Solid Waste Collection Franchise ("Agreement") is entered into by and between St. Johns County, Florida, a political subdivision of the State of Florida, ("County") and HICKS Roll Off + Recycling, LLC a Florida (limited liability corporation, corporation, limited liability partnership) ("Contractor") (alternatively Contractor and County referred to herein as "Party" or collectively referred to herein as "Parties").

WHEREAS, Contractor wishes to collect and transport Commercial / Industrial Solid Waste in the unincorporated areas of St. Johns County; and

WHEREAS, the County wishes to ensure that 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 meanings set forth in St. Johns County Ordinance No. 2017-39 ("Solid Waste Ordinance"), as amended, 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 this Agreement and the Solid Waste Ordinance, 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 Commercial / Industrial Solid Waste in the unincorporated areas of St. Johns County, subject to the terms and conditions of this Agreement, the Solid Waste Ordinance and any and all other applicable laws. This Franchise Agreement only

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authorizes the Contractor to collect and transport Commercial / Industrial Solid Waste in roll-off containers, front loading vehicles, compactors or other commercial collection equipment standard to the industry for this type of service. No other collection or transportation of Solid Waste or Commercial / Industrial Solid Waste 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 11:59pm on June 30, 2026.

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 Pursuant to St. Johns County Ordinance No. 2015-19 ("Noise Ordinance"), Contractor is permitted to collect and transport Commercial / Industrial Solid Waste Collection after 7:00am until 7:00pm Monday through Saturday and between the hours of 9:00am and 7:00pm on Sundays and holidays. The Contractor shall not collect or transport Commercial / Industrial Solid Waste Collection at other times, unless the Contractor has received the prior written approval of the Manager of the County's Solid Waste Division.

5.3 When collecting or transporting Commercial / Industrial Solid Waste Collection, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo located in a conspicuous place.

5.4 All vehicles, Mechanical Containers and other containers used by the Contractor for the collection or transportation of Commercial / Industrial Solid Waste 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.

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

5.6 Each vehicle used by the Contractor for collecting or transporting Commercial / Industrial Solid Waste in the County shall be maintained in a good, clean, and safe operating condition.

5.7 On or before July 1 of each year, Contractor shall provide the County with a current list of all vehicles used to collect or transport Commercial / Industrial Solid Waste 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 Contractor shall immediately clean-up and properly dispose of any Solid Waste, waste materials, liquids, or products dropped or spilled by the Contractor. Upon completion of the clean-up, the Contractor shall prepare a written report that identifies the location and type of drop or spill, and the corrective action taken. The report shall be submitted to the County's Solid Waste Division within two business days after the drop or spill.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Commercial / Industrial Solid Waste collected by the Contractor shall be processed or disposed of at a Solid Waste Management Facility that is properly licensed to receive Commercial / Industrial Solid Waste.

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ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard St. Johns County application form for renewal or transfer of this Franchise Agreement and shall pay all applicable fees associated with the application.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the County for the privilege of collecting Commercial / Industrial Solid waste 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 Commercial / Industrial Solid Waste 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 Commercial / Industrial Solid Waste Collection in the unincorporated areas of St. Johns County.

8.1 The Contractor shall agree in writing, on a form provided by the County at the time of non-exclusive Franchise application or renewal, that the Contractor will fully pay any and all applicable Franchise fees when they become due. The Franchise fee for a Non-Exclusive Commercial / Industrial Solid Waste Collection and Transportation Franchise shall be equal to five percent (5%) of the Gross Revenues collected by the Contractor for services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of Commercial / Industrial Solid Waste originating in the unincorporated areas of St. Johns County, provided that such Commercial / Industrial Solid Waste is directly transported to a landfill or transfer station owned by St. Johns County or other solid waste management facility approved by the 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 of

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the Franchise fee 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. 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

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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 County's Solid Waste Division. A \$500.00 renewal fee and a vehicle fee of \$100.00 per vehicle shall accompany said renewal application. The submittal of a timely and complete renewal application shall extend this Agreement until the Board of County Commissioners approves or denies the renewal application. 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 a 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

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endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

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 or his designee 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

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

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

ARTICLE XII: TERMINATION BY COUNTY

12.0 If the County concludes that the Contractor is in violation of any of the terms of this Agreement or the Solid Waste Ordinance, or any resolution, rule or regulation promulgated thereunder, the County shall notify the Contractor by certified mail of the reasons why the Contractor is considered to be in violation and shall provide at least seven (7) days thereafter for the Contractor to comply with pertinent requirements. If the Contractor fails to comply within the specified time, the Board shall conduct a hearing concerning the Contractor's failure to comply. 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

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Board entered after public hearing; (b) 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; (c) fails to pay Franchise fees at the times and in the amounts required by this Agreement; (d) fails to timely submit any report, information, or audit required by the Solid Waste Ordinance or this Agreement; (e) disposes of Solid Waste at a site other than a properly permitted and authorized Solid Waste Management Facility; (f) collects or transports Solid Waste in a manner that is not authorized under this Agreement; (g) fails to continuously maintain the types and amounts of insurance required under this Agreement; or (h) 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*

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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 County's Solid Waste Division. The authorized representative of the Contractor for purposes of this Agreement shall be HICKS ROLLIFF + RECYCLING LLC. 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 Division
2750 Industry Center Road
St. Augustine, FL 32084

If to the Contractor:

HICKS ROLLIFF + RECYCLING LLC
2645 US1 PMB # 21
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

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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. This Agreement may not be sold, assigned or transferred by the Contractor, 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 the 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 an 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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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 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 St. Johns 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

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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 shares or 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*

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

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. Unless otherwise specific noted, any reference in this Agreement to federal or state statutes or to any County ordinance shall mean as that statute or ordinance may be amended from time to time.

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.

Pursuant to Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the County to perform the services provided hereunder.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be

**ST. JOHNS COUNTY
NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL / INDUSTRIAL SOLID WASTE COLLECTION FRANCHISE**

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Contractor fails to comply with the requirements in this Section 13.6, the County may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the County within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (904) 209-0805, OR E-MAIL AT

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**PUBLICRECORDS@SJCFL.US, OR MAIL AT ST. JOHNS COUNTY
ATTORNEY, ATTN: PUBLIC RECORDS CUSTODIAN, 500 SAN
SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084.**

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

[Signatures appear on following page.]

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COMMERCIAL / INDUSTRIAL SOLID WASTE COLLECTION FRANCHISE**

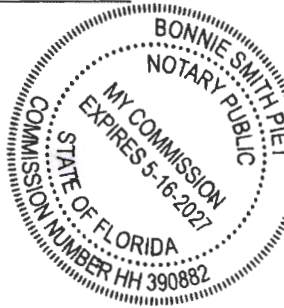
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on December 11, 2024.

CONTRACTOR

Hicks Rolloff + Recycling LLC
Name of Company
Signature: [Signature]
Printed Name: JAMES K HICKS
Title: Owner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of December, 2024, by JAMES K HICKS of HICKS ROLL OFF + RECYCLING, LLC, as OWNER who is personally known to me or has produced as identification.



NOTARY PUBLIC, State of Florida
Name: Bonnie Smith Piet
My Commission Expires: 5-16-27
My Commission Number is: HH 390882

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

ATTEST: _____
Deputy Clerk

By: _____
County Administrator

(OFFICIAL SEAL)

ST. JOHNS COUNTY APPLICATION FOR COMMERCIAL/ INDUSTRIAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FRANCHISE

PLEASE TYPE OR PRINT

ST. JOHNS COUNTY, FLORIDA

APPLICATION FOR A COMMERCIAL/INDUSTRIAL SOLID WASTE COLLECTION AND TRANSPORTATION FRANCHISE

Application Fee \$500.00 (Plus \$100.00 per Vehicle Fee, Maintenance/Management)

EACH ITEM IN THIS APPLICATION MUST BE ANSWERED COMPLETELY. ATTACH ADDITIONAL SHEET (S) WHERE NECESSARY.

Name of Applicant: HICKS Rolloff & Recycling LLC

Principal business address of Applicant (provide both street and mailing addresses):

Street 2245 Old Manatee Rd St Augustine FL 32086
Mail 2465 US 1 S PMB 21 St Augustine FL 32086

Business telephone number of Applicant: 904-777-5370

Name(s), street & mailing address(es) of the manager(s) or supervisor(s) who will be in charge of the operations in St. Johns County:

Jame K Hicks 2245 CR 13 S EIKTON FL 32033
Shawna Hick " " " " "
Kaylee Middle 2108 Woodstock St AUG FL 32084
Bonnie Smith 1815 SR 207 Lot A St AUG FL 32086

Is this an application for a new Franchise or for the renewal or transfer of an existing Franchise? CHECK ONE:

NEW [checked] RENEWAL _____ TRANSFER _____

If TRANSFER, name of current Franchisee: (TRANSFER applicants must also complete the statements on page 5 of this application.)

Number of accounts Applicant currently service in St. Johns County: _____

Check the appropriate business entity of the Applicant and submit documentation demonstrating the entity is authorized to do business in Florida:

Corporation [checked] Sole Proprietor _____
General Partnership _____ Limited Partnership _____
Other _____ (If other, describe the form of ownership)
LLC (LIMITED LIABILITY CORP)

**ST. JOHNS COUNTY APPLICATION FOR COMMERCIAL/ INDUSTRIAL SOLID
WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FRANCHISE**

List the names, street address and mailing addresses of any and all owners, directors, corporate officers, and principal officers of the business entity applying for the Franchise, including identifications of ownership interest (attach additional sheets, if needed):

James K Hicks - owner
2245 CR 13 S
Elkton FL 32033

Submit a full description of all collection vehicles and equipment owned, leased or controlled by the Applicant which will be used in the collection, transportation, and/or disposal of Commercial/Industrial Solid Waste within the County. (Please submit the descriptions of the equipment on a separate sheet and identify the sheet as "Addendum A-1")

List the location of ultimate disposal areas, including identification of any Solid Waste Transfer Stations, to be utilized by the Applicant:

St Johns County Solid Waste St Augustine FL
Northeast Environmental LLC Palatka FL
St Mark Landfill St Augustine FL

Submit a detailed explanation of service to be provided (Please submit this information on a separate sheet and identify the sheet as "Addendum B-1")

Submit a detailed listing of prior experience of the Applicant in providing Commercial/Industrial Solid Waste collection, transportation or disposal services. (Please submit this information on a separate sheet and identify the sheet as "Addendum C-1")

Submit a listing of the number of personnel and classifications of positions to be utilized by the Applicant providing service. (Please submit this information on a separate sheet and identify the sheet as "Addendum D-1")

Does the Applicant presently hold a license and/or franchise to collect, transport or dispose of Commercial/Industrial Solid Waste within any municipality within the County, or any other political subdivisions adjacent to St. Johns County? Yes _____ No

If yes, please submit this information on a separate sheet and indicate separate vehicle identification design or scheme used in the municipality within the County, and/or political subdivision adjacent to St. Johns County, and identify the sheet as "Addendum E-1."

Submit a listing of all contracts for Commercial/Industrial Solid Waste collection, transportation or disposal, including the name and physical address of the parties, that have been developed or entered into for implementation after approval of this application. (Please submit this information on a separate sheet and identify the sheet as "Addendum F-1")

**PLEASE NOTE: SECURING PRIVATE CONTRACTS FOR
COMMERCIAL OR INDUSTRIAL SOLID WASTE**

ST. JOHNS COUNTY APPLICATION FOR COMMERCIAL/ INDUSTRIAL SOLID
WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FRANCHISE

COLLECTION, TRANSPORTATION OR DISPOSAL PRIOR TO RECEIVING FROM ST. JOHNS COUNTY A FRANCHISE TO COLLECT, TRANSPORT OR DISPOSE OF COMMERCIAL OR INDUSTRIAL SOLID WASTE MAY BE GROUNDS FOR REJECTING AN APPLICATION AND MAY BE A VIOLATION OF THE ST. JOHNS COUNTY SOLID WASTE ORDINANCE, ORDINANCE NO. 2017-39.

Does the Applicant have any previous or existing enforcement action(s) by St. Johns County, or any state or federal environmental regulatory agency, for violation of any rule or regulation relating to Solid Waste handling, transporting or disposal? Yes _____ No

If yes, please submit a detailed listing of such actions, including final adjudication or disposition, on a separate sheet and identify the sheet as "Addendum G-1."

INSURANCE REQUIREMENTS: *The Franchise holder shall maintain during the term of the Franchise, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence and Workers' Compensation Insurance in at least such amounts as required by the laws of the State of Florida. Evidence of such required coverage and a binder of intent of insurance coverage for all vehicles must be submitted with this application.*

IMPORTANT INFORMATION ON FRANCHISE FEES:

- A) Pursuant to the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, each Franchisee shall pay a Franchise fee equal to five percent (5%) of the Gross Revenues received by the Franchisee for the collection and transportation of Commercial/Industrial Solid Waste within the unincorporated area of St. Johns County.
- B) Each Franchisee must submit a Letter of Agreement that all of the solid waste collected pursuant to the Franchise will be transported to one of the St Johns County Solid Waste Transfer Stations located on Allen Nease Road or Stratton Road.
- C) The Franchisee is solely responsible for the billing and collecting appropriate fees from its customers for the collection, transportation and disposal of Commercial/Industrial Solid Waste.

(Note: a copy of the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, may be obtained at the St. Johns County Clerk's office. A per page fee may be charged.)

ST. JOHNS COUNTY APPLICATION FOR COMMERCIAL/ INDUSTRIAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FRANCHISE

APPLICANT'S AFFIDAVIT: I, Jame K Hicks, hereby certify that I am an authorized representative of the Applicant, that all of the information provided in this Application is true and correct, that I have read and am familiar with the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, that the Applicant shall comply with the provisions of the St. Johns County Solid Waste Ordinance, Ordinance No. 2017-39, and that the Applicant shall fully pay any and all applicable Franchise fees when they become due.

Signed: JKH
Print: JAMES K HICKS
Title: OWNER

Date: 12-11-24

STATE OF Florida
COUNTY OF St Johns

The foregoing Application was acknowledged before me by means of physical appearance or online notarization this 11 day of DECEMBER, 2024, by (name of person) as (type of authority, officer, etc.) for (name of legal entity) who is personally know to me or has produced as identification the following: and who did or did not take an oath.



Bonnie Smith Piet
NOTARY PUBLIC, State of Florida
Name: Bonnie Smith Piet
My Commission Expires: 5.16.2027
My Commission Number is: HH390882