

# ENVIRO-SYSTEMS CONTROL, INC.

P. O. Box 1561 • Orange Park, Florida 32067-1561  
(904) 272-7900

## OPERATIONS MANAGEMENT CONTRACT FOR WASTEWATER OR WATER TREATMENT FACILITIES

THIS AGREEMENT is made and entered into this 4th day of June, 19 86, by and between Board of County Commissioners of Nassau County, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "ESC."

1. **TERMS OF AGREEMENT.** The Customer hereby engages ESC to perform the services hereinafter described and ESC agrees to perform such services subject to the terms and conditions of this agreement for a period of (See paragraph 12), commencing on AUGUST 1,, 19 86, and ending (See paragraph 12), 19     .

2. **SERVICES.** ESC shall provide operational services for the treatment facilities of the Customer as follows: Operations shall include all adjustments, whether mechanical, chemical or biological, necessary to affect optimum treatment, subject to the limitations of design capability of the facility; maintenance of on-site logs and reports; preparation and submission of monitoring reports; and performance of all operational tests as required for proper plant performance in accordance with the applicable federal, state and local agency permit requirements on the effective date hereof as working conditions permit.

3. **LOCATION:** The location, type and/or classification of the facility of the Customer to be operated by ESC under this agreement is as follows:

Wastewater      Class \_\_\_\_\_      Location: \_\_\_\_\_  
 Water      Class D Non-Community      Location: O'Neal County building

4. **MAINTENANCE.** The maintenance of all systems and appurtenances shall be the sole responsibility of the Customer. In order to ensure proper operating conditions, the Customer agrees to maintain all systems and equipment in accordance with manufacturers' specifications. Upon the request of the Customer, ESC will maintain the systems and equipment of Customer and provide the necessary labor and materials required for any repairs on a cost plus basis and such charges shall be billed separately as completed and shall be in addition to any other amounts due under this agreement.

5. **SERVICE CHARGES.** The monthly service charges of ESC for the operation of the facilities of the Customer are as follows:  
\$50.00 per month for once per month visits

6. **BILLING.** ESC shall invoice the Customer for service charges thirty (30) days in advance and such charges shall be due and payable by the Customer upon receipt.

7. **ADDITIONAL SERVICES.** ESC will perform the following additional services:

(a) **Additional Tests** - ESC agrees to advise the Customer of any additional tests which may from time to time be required by any federal, state or local regulatory agency within a reasonable length of time pending notification by the agency. ESC shall further advise Customer of the additional monthly charge for the same and Customer hereby agrees to pay for the same.

(b) **Permit Applications** - ESC will prepare and submit operational permit applications and renewals to the appropriate agencies as required at a separate charge therefor and such charges shall be billed separately as performed and shall be in addition to any other amounts due under this agreement.

8. **ACCESS.** The Customer hereby grants ESC, its officers, agents and employees access to all of the treatment facilities to be operated under this agreement.

9. **THIRD PARTIES.** ESC shall not be responsible for abuse, accident, theft or damage to the facilities or equipment of the Customer due to repairs, or malfunctions due to adjustments by anyone other than an ESC employee. The Customer further agrees to notify ESC in advance and within a reasonable period of time, in writing, of any plant adjustments to be made by any person other than an ESC employee, which adjustments whether mechanical, chemical or biological would affect the operation of the plant in any way whatsoever.

10. **NON-PERFORMANCE.** ESC shall not be responsible for delays or inability to service caused directly or indirectly by strikes, fires, accidents, embargoes, "Acts of God" or any event beyond its control.

11. **BREAKDOWNS.** During prolonged breakdowns, ESC will make its best efforts to provide loaner equipment, provided that nothing contained herein shall be construed as an obligation of ESC to provide such equipment.

12. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) days written notice to the other party, except for non-payment. In the event that any payment due under the terms of this agreement is not received within thirty (30) days of the date due, this agreement shall be automatically terminated and ESC shall be relieved of and from all liability and responsibility for the performance of any further services or obligations under this agreement.

13. **RENEWAL.** The Customer shall have the option to renew this agreement for a one (1) year period upon the expiration hereof, subject to terms and conditions acceptable to ESC.

14. **JURISDICTION.** This agreement is deemed executed in the State of Florida and shall be construed under the laws of the State of Florida, and jurisdiction as to any controversy shall be in the courts of Duval County, Florida.

15. **COLLECTION.** In the event that the Customer defaults in the payment of any of its obligations hereunder, Customer agrees to pay ESC reasonable collection costs, including charges of any collection agency or service. If ESC employs the services of an attorney to enforce any of the terms of this agreement, Customer agrees to pay reasonable attorney's fees and court costs incurred by ESC together with interest on all amounts due ESC from such date of default at the highest rate allowed by law.

16. **EFFECTIVE DATE.** This agreement shall become effective on the date set forth in paragraph 1 upon receipt by ESC of payment of the advance monthly charges specified above.

IN WITNESS WHEREOF the parties hereto have set their hands and seals and executed this agreement in duplicate and each acknowledges receipt of a copy hereof on the day and year first above written.

Board of County Commissioners  
Nassau County  
\_\_\_\_\_

ENVIRO - SYSTEMS CONTROL, INC.

By: James G. Estone  
Customer  
Authorized Agent

By: Thomas D. Ryan, III  
President

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Wastewater Class                      Location:                       
 Water Class D Non Community Location: Yulee County Building

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Nassau County

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