## 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 a between Board of County Commissioners Nassau County							
hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "Customer", and the customer referred to a supplication of the customer referred to a							
inafter referred to as "ESC."							
1. TERMS OF AGREEMENT. The Customer hereby engages ESC to perform the services hereina							
described and ESC agrees to perform such services subject to the terms and conditions of this agreement for							
described and ESC agrees to perform such services subject to the terms and conditions of this agreement for period of (See paragraph 12), commencing on AUGUST , 19 86, and end (See paragraph 12), 19							
2. SERVICES. ESC shall provide operational services for the treatment facilities of the Customer as follows: Operations s include all adjustments, whether mechanical, chemical or biological, necessary to affect optimum treatment, subject to the limitions of design capability of the facility; maintenance of on-site logs and reports; preparation and submission of monitoring ports; and performance of all operational tests as required for proper plant performance in accordance with the applicable federate 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 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. order to ensure proper operating conditions, the Customer agrees to maintain all systems and equipment in accordance with ma facturers' 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 or pleted 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 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 required by any federal, state or local regulatory agency within a reasonable length of time pending notification by the ager ESC shall further advise Customer of the additional monthly charge for the same and Customer hereby agrees to pay for same.							
(b) Permit Applications — ESC will prepare and submit operational permit applications and renewals to the appropriagencies as required at a separate charge therefor and such charges shall be billed separately as performed and shall be 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 operated under this agreement.							
9. THIRD PARTIES. ESC shall not be responsible for abuse, accident, theft or damage to the facilities or equipment of Customer due to repairs, or malfunctions due to adjustments by anyone other than an ESC employee. The Customer furt agrees to notify ESC in advance and within a reasonable period of time, in writing, of any plant adjustments to be made by person other than an ESC employee, which adjustments whether mechanical, chemical or biological would affect the operat 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 ot party, except for non-payment. In the event that any payment due under the terms of this agreement is not received within the (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 expirat 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 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 service of an attorney to enforce any of the terms of this agreement, Customer agrees to pay reasonable attorney's fees and court of 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							
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.							
nassau County ENVIRO - SYSTEMS CONTROL, INC.							
By: James G. Sobre By: Thm							
By: By: Thomas D. Ryan, III							
President							

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## OPERATIONS MANAGEMENT CONTRACT FOR WASTEWATER OR WATER TREATMENT FACILITIES

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hereinafter refer	rred to as "Customer", a	nd ENVIRO	-SYSTEMS,	INC. of	Orange Par	k, Florida	, here
inafter referred	of AGREEMENT. The Cu	stomer høreb	v engages l	FSC to nor	form the se	ruioes hore	inaftar
described and ES	C agrees to perform such s	ervices subjec	ct to the teri	ns and conc	litions of thi	s agreemen	t for a
period of(See	paragraph 12) , comr	nencing on _	August	Γ,	, 198	36, and	ending
	<u>reah 12)</u> , 19		f:1:	e afat- c			1 -11
include all adjustmentions of design capa ports; and performan	ESC shall provide operational sents, whether mechanical, chemicability of the facility; maintenance of all operational tests as reency permit requirements on	al or biological nce of on-site l quired for prop	l, necessary to logs and report per plant perfor	affect optimuts; preparation mance in acc	m treatment, s n azd submissi ordance with th	subject to the on of monito ne applicable	e limita- ring re-
3. LOCATION: agreement is as follows:	The location, type and/or class ws:	ification of the	facility of the	e Customer t	o be operated	by <b>ESC</b> und	der this
☐ Wastewate	er Class		Location:_				
Water     Water	Class D Non Comm	unity	Location:	<u>(ulee Cou</u>	ntv Build:	ing	
order to ensure prop facturers' specification the necessary labor a pleted and shall be	NCE. The maintenance of all system operating conditions, the Cunt. Upon the request of the Cust and materials required for any regin addition to any other amount.	stomer agrees to omer, ESC will pairs on a cost ts due under t	o maintain all s maintain the s plus basis and his agreement.	systems and ed ystems and ed such charges	quipment in acquipment of C shall be billed	cordance with ustomer and I separately	n manu- provide as com-
5. SERVICE CI	HARGES. The monthly service c \$50.00 per	•	_			tomer are as i	tollows: 
and payable by the C	SC shall invoice the Customer foustomer upon receipt.					•	
,	L SERVICES ESC will perform Tests — ESC agrees to advise	,	*	/			
required by any fee	deral, state or local regulatory vise Customer of the additional	agency within	a reasonable le	ngth of time	pending notific	ation by the	agency.
agencies as required	olications — ESC will prepare an at a separate charge therefor a r amounts due under this agreen	nd such charge					
8. ACCESS. The operated under this as	e Customer hereby grants ESC, i greement.	ts officers, ager	nts and employ	ees access to	all of the treat	ment facilitie	s to be
Customer due to repagrees to notify ESC	TIES. ESC shall not be respons pairs, or malfunctions due to ac in advance and within a reasonan ESC employee, which adjustmay whatsoever.	ljustments by a ble period of t	anyone other i ime, in writing	than an ESC g, of any plan	employee. That and a djustments	e Customer to be made	further by any
10. NON-PERFO	ORMANCE. <b>ESC</b> shall not be rets, embargoes, "Acts of God" of	esponsible for or any event b	delays or inab eyond its contr	ility to servic ol.	e caused direc	etly or indire	ctly by
11. BREAKDOV	VNS. During prolonged breakdo d herein shall be construed as an	wns, ESC will	make its best	efforts to pr	ovide loaner e t.	quipment, p	rovided
12. TERMINAT party, except for non-	ON. This agreement may be to payment. In the event that any te due, this agreement shall be or the performance of any fur	erminated by e payment due u automatically	either party up inder the terms terminated and	on thirty (30 s of this agree l <b>ESC</b> shall be	) days written ement is not re e relieved of a	ceivea withii	n unirty
13. RENEWAL.	The Customer shall have the oms and conditions acceptable to	ECO.	this agreemen	÷.	1) year period		piration
14: TURISDICT	ION. This agreement is deemed, and jurisdiction as to any co	l executed in t	the State of Fl	orida and sha	ll be construe		laws of
15. COLLECTION agrees to pay ESC of an attorney to enfincurred by ESC to	ON. In the event that the Cust reasonable collection costs, inclu- force any of the terms of this ag- gether with interest on all among E DATE. This agreement shall be	comer defaults : ding charges of reement, Custo unts due <b>ESC</b> f	in the paymen of any collection mer agrees to rom such date	t of any of in agency or s pay reasonab of default at	ts obligations lervice. If <b>ESC</b> ole attorney's f the highest rat	employs the ees and cou e allowed by	services rt costs law.
payment of the adva	ince monthly charges specified a	bove.					
in duplicate and e	S WHEREOF the parties lack acknowledges receipt of	a copy hered	of on the day	y and year	first above w	ritten.	ement
Board of (	County Commissione	rs			NTROL, INC.	•	s.
		<del></del>			<b>,</b>		
	Customer Co G. Croone	B	By:	Thm			
	Authorized Agent		Thoma Presi	as D. Rya Ldent	n, III		