

**AGREEMENT TO PROVIDE
PROFESSIONAL SERVICES TO
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT, entered into this 10th day of Dec, 1990 and effective immediately by and between David M. Griffith and Associates, Ltd. (hereinafter referred to as "Consultant") and Nassau County, State of Florida (hereinafter referred to as "County"), **WITNESSETH THAT:**

WHEREAS, the County desires to engage the Consultant to assist in the preparation of a Solid Waste Management System Financing Report and other services as outlined in the "Scope of Work" attached hereto as Exhibit A.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services described herein.
2. Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner the services as outlined in the "Scope of Work" attached hereto as Exhibit A.
3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. Compensation. The County agrees to pay the Consultant a not-to-exceed fee of One Hundred Thirty Thousand, Three Hundred Nineteen Dollars (\$130,319) for all services required herein, plus reimbursement for actual expenses incurred. This fee represents \$92,229 for Phase I, \$8,600 for Phase II (Option 1), and \$29,490 for Phase III of this engagement. The Consultant will invoice the County on a monthly basis for all labor and expenses incurred, and the County shall remit payment within thirty (30) days.

Final payment may not be received until financing occurs. In any case, final payment is to be made no later than July 1, 1991.

Should the County provide staff to assist the Consultant on certain task(s) involved in various phase of the project, the Consultant's hours and fee shall be adjusted accordingly, on a mutually accepted basis.

5. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.
6. Services and Materials to be Furnished by the County. The County shall locally furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein and shall provide adequate staff (Bill Lecher) for liaison with the Consultant and other agencies of County government. In addition, the County shall furnish adequate work space for the Consultant.
7. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
8. Information and Reports. The Consultant shall, at such time and in such form as the County may reasonably require and that is specified in the scope of work, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County.

9. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

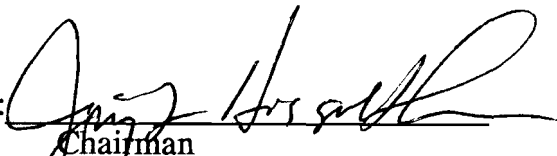
Mr. William Lecher, P.E.
County Engineer
Nassau County
2290 South 8th Street
Fernandina Beach, FL 32034

Mr. Robert E. Sheets
Vice President
David M. Griffith & Assoc., Ltd.
1621 Metropolitan Blvd., Suite 201
Tallahassee, FL 32308

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

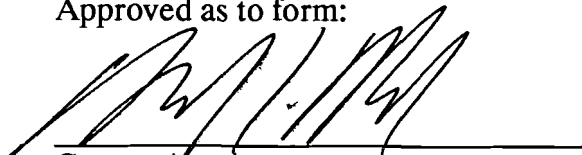
NASSAU COUNTY, FLORIDA

DAVID M. GRIFFITH & ASSOC. LTD.

By: 
Chairman
Board of County Commissioners

By: 
Robert E. Sheets
Vice President

Approved as to form:


County Attorney

NASSAU COUNTY, FLORIDA SCOPE OF WORK

PHASE I: Preliminary Project Review.

The first phase of work will include a review of the current solid waste management system and the proposed closure and construction projects. From this review a determination will be made of the completeness and reasonableness of the projects as presented. A plan will be prepared for addressing any comments, questions and/or concerns raised, options available and associated issues, and for completing the Financing Report.

A. Project Review

Task 1. Information Gathering. The Consultant will gather and review existing information, studies, reports, plans, permits, available records and communications, and other pertinent documentation regarding the current solid waste management system and planned closure and construction projects. This review will address waste supply, contractual arrangements, operational history, financial records, recycling activities, construction plans, regulatory status, environmental history, and proposed financial arrangements. It is assumed all available documentation regarding the current solid waste management system and the planned activities will be provided to the Consultant by the County at the initiation of this Phase of work.

Task 2. Work Team. We would suggest that the County identify a Working Team to work with the Consultant on a regular and ongoing basis. We would suggest that the County Working Team be comprised of representatives from the Property Appraiser, Tax Collector, Clerk of the Court, County Commission, County Attorney, County Engineer and County Financial Advisor. At the initiation of this Phase of work, a meeting will be held with the identified County Working Team and, as appropriate, other County advisors to explain the purpose, schedule and methodology of the study and to gather information.

B. Engineering Review

Task 1. Regulatory Review. The Consultant will identify and review applicable Federal, state and local permits and regulatory approvals required and evaluate their current status and projected time-frame for approval.

Task 2. Plan Review. The Consultant will review and evaluate available plans, design drawings, reports, cost estimates, and data concerning:

- a. Closure Plans (Bryceville and Lofton Creek)
 - Adequacy/Completeness
 - Regulatory Status
 - Additional Data Requirements
 - Long-term Care/Monitoring
 - Construction Schedule
 - Remedial Measures (Interim/Final)

- b. West Nassau Facilities
 1. Closure of Existing Fill Area
 - Adequacy/Completeness
 - Regulatory Status
 - Additional Data Requirements
 - Long-term Care/Monitoring
 - Construction Schedule
 - Remedial Measures (Interim/Final)

 2. Construction of New Class I and III Landfills
 - Operational Methods
 - Design Volumes
 - Useful Life
 - Potential Modifications
 - Construction Schedule
 - Closure Plan

Task 3. On-site Inspections. The Consultant will conduct on-site inspections of each of the three facilities for the purpose of:

- a. Site familiarization and data collection;
- b. Evaluating existing conditions of the inactive facilities;
- c. Evaluating existing conditions and operating/maintenance practices at the active West Nassau facility;
- d. Conducting interviews with site supervisory/operational staff;
- e. Visual evaluation of the incoming waste stream; and,
- f. Inspection of groundwater monitoring systems and programs.

Task 4. Preliminary Cost Estimates. The Consultant will review the preliminary cost estimates that have been prepared by the design engineers for Bryceville, Lofton Creek, and West Nassau. Based on this review, a letter report will be prepared addressing the reasonableness and completeness of these estimates. In addition, a letter will be prepared on the County's behalf for submittal to FDER relative to the County's action in meeting financial responsibility requirements. As necessary, the Consultant will revise the preliminary cost estimates prepared by the design engineers to the extent this can be accomplished given the available information.

Task 5. Meetings. During the engineering review, the Consultant will meet with the design engineers for Lofton Creek, Bryceville and West Nassau and the FDER to clarify information received and questions regarding the proposed closure and construction activities. For pricing purposes, it has been assumed:

- a. Two (2) meetings will be held with Bessent, Hammack, and Ruckman, Inc. (BHR) to obtain input regarding supporting design data and calculations, design methodologies, and other documentation related to the permit applications and design plans prepared for the closure of Bryceville and Lofton Creek landfills. One meeting will also be held with G. Warren Leve, Inc., and Integrated Environmental Solutions, Inc., to complete the evaluation of groundwater monitoring and assessment activities.

- b. Up to three (3) meetings will be held with Environmental Science and Engineering, Inc. (ESE) to obtain input regarding supporting design data, calculations and methodologies related to the permit applications and design plans for the closure of the existing active area of West Nassau Landfill and construction of the new Class I and III landfills.
- c. Up to three (3) meetings will be held with the appropriate regulatory agencies to review the status of permit reviews and to discuss the schedules for completion of these reviews.

Task 6. Letter Report. The Consultant will prepare two letter reports; one summarizing the engineering review and evaluation of the proposed closure of Bryceville and Lofton Creek and one summarizing the engineering review and evaluation of the proposed closure and construction at West Nassau. As appropriate, these reports will identify additional data and/or work needed, comments, questions, concerns and options for resolution. For Lofton Creek and Bryceville, it is anticipated the letter report will include a recommended plan for completing the design and permitting required for closure. This will include an estimate of the cost associated with this recommendation.

C. Waste Stream Analysis

Task 1. Information Review. The Consultant will review available collection and disposal records, ordinances, and recycling activities made available by Western Waste and review the categories used for recording waste receipts at the West Nassau landfill. As a result of this meeting and the review conducted, the Consultant may request that Western Waste modify or add to the categories recorded. If possible and determined to be appropriate, the Consultant will survey private collection firms serving the County to gather additional information regarding the characteristics and quantities of solid waste being generated in the County and disposed of at the County solid waste management facilities.

Task 2. Waste Stream Profile. The Consultant will analyze and compile the available waste stream information to prepare a profile of the County's waste stream. For this profile the Consultant will estimate waste quantities, sources, and characteristics. Identified waste sources will include residential, commercial, industrial, construction and demolition, yard waste, and institutional wastes. The evaluation of waste stream characteristics will focus on estimating the portion of the waste stream that might be diverted from disposal through reduction, reuse, recycling and composting activities, and calculating the anticipated landfill volume requirements.

Task 3. Letter Report. The Consultant will prepare a letter report summarizing the waste stream analysis.

D. West Nassau Landfill Construction, Closure, and Operation

Task 1. Contract Review. The Consultant will review the existing contract the County has with Western Waste to determine:

- a. Buy-back options; and,
- b. Proprietary right the County has to work completed, engineering plans, etc.

The Consultant will also review and analyze Federal and State Law with respect to privatization issues.

Task 2. Private vs. County Operational Comparison.

- a. **County Operated.** By virtue of the mutual agreement reached by Nassau County and FDER, timeframe restrictions prohibit the viability of a County operated landfill option.
- b. **Private Firm Operated.** The Consultant will develop a cost per ton rate for a private firm to operate the West Nassau Landfill. The Consultant will conduct surveys and interviews with private firms operating landfills of similar size, including Western Waste who is currently operating Nassau County Landfill.

Task 3. Private vs. County Construction and Closure Comparison for West Nassau Landfill.

- a. **County Construction and Closure.** The consultant will develop a cost estimate for the County to oversee and fund the complete closure and construction at West Nassau. This option will assume the County contracts for all engineering, construction, and material needed to close the existing cells and construct the new operating area at West Nassau in accordance with current FDER regulations. The cost will assume financing over a twenty-year period through a bond issue that will include the costs attributable to the closure and post-closure of Lofton Creek and Bryceville.

b. **Private Firm Construction and Closure.** The consultant will analyze the options available to the County for negotiations with private firms for the construction and closure at West Nassau. Some of the contract options that will be addressed are:

- (1) Combining with the operations contract;
- (2) Separate from the operations contract;
- (3) Source of funding (private vs. public); and,
- (4) Buy-out options.

The analysis will be based on costs/benefits analysis, market availability, and the experience DMG has gained from the previously conducted study on contract negotiations for the Nassau County Solid Waste Department.

E. **Financial Responsibility**

Task 1. Determine Options Available. Review all approved proof of financial responsibility mechanisms to determine which are applicable to Nassau County.

Task 2. Conduct Financial Cost/Benefit Analysis. All available options, identified in Task 1, will be analyzed as to cost of option to County, timeliness of option, flexibility of adjustment and ability to secure required resources.

Task 3. Provide Comparison of Options and Made Recommendation. Based on criteria established in Task 2, prioritize available options and make recommendations.

F. **Funding Options**

Task 1. Determine Alternative Revenue Sources to Fund Solid Waste Management Services. Once the full cost of solid waste services to be recovered has been determined, the Consultant will evaluate other sources of revenue to offset the full cost. Two major sources of revenue are State funded grants and separate tipping fees for special waste items.

Task 2. Calculate Unfunded Costs and Determine Base Tipping Fee. The Consultant will calculate the unfunded costs by applying credits from alternative revenue sources to full costs. The Consultant will determine a base tipping fee by using five-year unfunded costs divided by five-year tonnage projections obtained during waste stream analysis.

Task 3. Identify/Recommend Options for Funding. The Consultant will summarize solid waste cost data and outline available funding options based on feasibility and legality of the options. A review of funding options will include consideration of implemented and proposed recycling programs, specifically to include an evaluation of a volume-based system in which solid waste collectors charge their customers based on the amount of waste set out for collection. This section also will include an evaluation of the impact of flow control options on the various funding methods.

The funding options include:

- a. Special assessments; and,
- b. Combination of tipping fees and special assessments.

G. Project Review Summary

Task 1. Consolidation of Work-to-Date. The Consultant will prepare a summary of the project review and evaluation conducted to date and as appropriate identify additional data needs, comments, questions, concerns and options for resolution.

Task 2. Meeting with County Work Team and Advisors. The Consultant will meet with County Work Team and Project Advisors to review this summary and develop a plan of action for addressing issues raised and completing the Financing Report.

Task 3. Define Plan. Based on the results of the above tasks the Consultant will prepare a plan and schedule for addressing comments, concerns and questions and completing the Financing Report.

Task 4. Commission Briefing. The Consultant will brief the Commission on the plan and schedule for completion of the Financing Report.

PHASE II: Optional Tasks.

At the conclusion of Phase I, the Consultant will provide the County with options for proceeding to Phase II. Policy issues associated with the options will be explored and recommendations will be provided. Decisions made regarding these recommendations will influence what, if any, Phase II Tasks are required and, in some instances, the level of effort required.

For example, key decisions regarding flow control will result in two options for Phase II. A decision to implement a strict flow control ordinance will allow the County to utilize tipping fees for non-residential customers and special assessments for residential customers (Option I). Therefore, the additional tasks outlined in Option II below would not be required.

A decision to implement a non-enforceable flow control policy will require the County to adopt a County-wide special assessment for all property classes (Option II). Tasks associated with this option would include a more detailed waste stream analysis based upon generator, more discrete breakdown of property use categories and greater degree of tax roll manipulation.

Based on policy decisions by the County regarding flow control issues, the following tasks will be completed by the Consultant in Phase II. The scope of the services provided in this Phase depend on the County's decisions at the conclusion of Phase I. Possible Phase II tasks include:

A. Additional Waste Stream Analysis (Option II Only)

Task 1. Commercial Survey. The Consultant will conduct a field survey of the 972 commercial parcels in the County for the purpose of determining quantities and characteristics of waste generated by different types of commercial establishments. This information will then be correlated with available composition data from other sources known to the Consultant. This composition and waste source profile will then be developed for the commercial waste stream.

Task 2. On-site Composition Analysis. The Consultant will conduct an on-site waste composition survey at the West Nassau Landfill, as required.

B. Engineering Oversight (Required in Both Options)

Task 1. Closure Plan Completion. The Consultant will serve as the liaison for the County with the design engineer and geotechnical consultant for the closure of Lofton Creek and Bryceville landfills.

Task 2. West Nassau Design and Permitting. The Consultant will serve as the liaison for the County with the design engineer and Western Waste for the closure and construction activities at West Nassau Landfill.

Task 3. Regulatory Oversight. The Consultant will serve as the liaison for the County in meeting with the appropriate regulatory agencies regarding permits for the closure of Lofton Creek and Bryceville and for the West Nassau Landfill.

Task 4. Hydrogeological. The Consultant will provide review and oversight for continuing hydrogeological studies at the Lofton Creek, Bryceville, and West Nassau facilities.

C. County Special Assessment (Required in Both Options; Varying Level of Effort Between Options)

The tasks outlined within this area are identical regardless of the County's decision to proceed with either option. A greater degree of effort will be required to produce data necessary in Option II (i.e., discrete breakdown of property use categories). This difference will be evident in the calculation of the detailed hours by task in Option I vs. Option II.

The tasks described in the Technical Approach assume that the non-ad valorem assessment roll required to be on compatible electronic medium under Section 197.3632, Florida Statutes, will be prepared by County staff in consultation with the appropriate County Constitutional Officers. If requested, the Consultant will be available to assist in the preparation or completely produce an assessment roll at a fee to be determined at the time such assistance is requested and the degree of time to be incurred by the Consultant can be projected.

Task 1. Determine Assessment Allocation Formula. Once all costs to be recovered have been determined, the Consultant will define the optimum number of classifications in each property use category based on Commission decision. The Consultant will look at options in each classification such as:

- * Assessment per acre;
- * Assessment per square foot (Option II Only);
- * Assessment per room or units;
- * Assessment per structure;
- * Assessment based on seating capacity (Option II Only); and,
- * Assessment per equivalent residential unit (ERU).

Task 2. Calculate Special Assessment for County-wide Solid Waste Disposal. Based on the cost identified and the most equitable means for assessing, the Consultant will calculate the assessment fees for the service area. We will provide in detail the rationale and justification for each classification. The fees will be projected for a minimum of five years.

Task 3. Calculate Commercial Disposal Fee (Option I Only). The Consultant will calculate the commercial disposal fee based upon collection frequency and container size.

PHASE III: Preparation of Financing Report.

Task 1. Project Verification. The Consultant will review the work done in the preceding phases and tasks including all available data and information associated with the projects for which financing is to be secured to determine completeness and reasonableness. This will include a review of the available and developed waste supply information and other related information to determine the reasonable assurance of the projected waste quantities to be delivered to the West Nassau Landfill and a review of the finalized estimated project capital and operating costs.

Task 2. Preparation of Financial Projections. The Consultant will prepare financial projections showing projected costs, revenues, and cash flow for the life of the financing (debt repayment period). It is assumed the debt service structure and anticipated bond sizing and/or sources and uses of funds will be provided. The projections developed will form the basis for our conclusions regarding the overall economic/financial viability of the project. A small number of sensitivity analysis cases will be defined and presented, where appropriate, to convey an understanding of the variation in results that might be expected.

Task 3. Prepare Draft Financing Report and Review with County Work Team. The results of the above tasks will be documented in a Financing Report. This report will reflect our understanding of the status of the project as of the time of our review, and will be based on the information made available to us. A draft of the report will be submitted to the County for review.

Task 4. Present Final Financing Report. A revised, final report will be prepared and provided reflecting comments received in a timely fashion. For pricing purposes, we assume no major changes occur in the project following the initial draft and that the comments do not require substantial additional analyses or investigations by the Consultant. The Consultant will present the final report to Nassau County.

Task 5. Meetings. For pricing purposes, we assume that final close-out of the project will include three follow-up meetings.

PROJECT SUMMARY

12-17-90

Grand Totals	
Information Gathering	
Work Team Initiation	
Total Hours	64
Total Cost	\$5,629

PROJECT REVIEW

Regulatory Review	
Plan Review	
On-Site Inspections	
Preliminary Cost Estimates	
Meetings	
Letter Report	
Total Hours	332
Total Cost	\$27,664

ENGINEERING REVIEW

Information Review	
Waste Stream Profile	
Letter Report	
Total Hours	160
Total Cost	\$11,126

WASTE STREAM ANALYSIS

Contract Review	
Private/County Operational Comparison	
Private/County Construction/Closure Comparison	
Total Hours	160
Total Cost	\$13,324

LANDFILL OPERATION/CONSTRUCTION/CLOSURE

FINANCIAL RESPONSIBILITY

Determine Options	
Conduct Financial Cost/Benefit Analysis	
Comparison & Recommendation	
Total Hours	30
Total Cost	\$2,773

FUNDING OPTIONS

Determine Alternative Revenue Sources	
Calculate Unfunded Costs/Determine Base Tipping Fee	
Identify/Recommend Funding Options	
Total Hours	154
Total Costs	\$11,559

PROJECT REVIEW SUMMARY

Consolidation of Work to Date	
Meeting with Nassau County	
Define Plan	
Commission Briefing	
Total Hours	236
Total Cost	\$20,154

Grand Total Hours (Phase I)	1136
Grand Total Cost (Phase I)	\$92,229

ADDITIONAL WASTE STREAM ANALYSIS

Commercial Survey	
On-Site Composition Analysis	
Total Hours	
Total Cost	

ENGINEERING OVERSIGHT

Closure Plan Completion	
W. Nassau Design/Permitting	
Regulatory Oversight	
Hydrogeological	
Total Hours	
Total Cost	

SPECIAL ASSESSMENT

Determine Allocation Formula	
Calculate Assessment	
Calculate Commercial Disposal Fee	
Total Hours	108
Total Cost	\$8,600

Grand Total Hours (Phase II)	108
Grand Total Cost (Phase II)	\$8,600

PREPARATION OF FINANCING REPORT

Project Verification	
Preparation of Financial Projections	
Prepare Draft Financing Report	
Present Final Financing Report	
Meetings	
Grand Total Hours (Phase III)	368
Grand Total Cost (Phase III)	\$29,490

SUMMARY

Hours	Costs		
1136	\$92,229	Phase I	
108	\$8,600	Phase II (Option I)	
368	\$29,490	Phase III	
1612	\$130,319	TOTALS	