

AGREEMENT

THIS AGREEMENT, is entered into as of this 28 day of August, 1995 by and between Jimmie Crowder Excavating and Land Clearing, Inc. 901 Geddie Road, Tallahassee, Fl 32034 (hereinafter referred to as "VENDOR") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS with an office located at P.O. Box 1010, Fernandina Beach, Fl (hereinafter referred to as "COUNTY").

Scope of Work

VENDOR will provide all equipment and personnel required to process vegetative yard waste into a usable mulch. All processing to be done quarterly with the first quarter ending September 30, 1995. A minimum of 5 working days notice will be given to the COUNTY before work is scheduled to begin.

All equipment utilized on this project will be delivered to and from and transported between each site by VENDOR solely at its cost. In the event that contaminants such as rock, buck, metals, concrete, plastics, dirt, etc. are present in the material to be processed, every effort will be made to remove them before or during processing. They will be separated at each site for disposal by the COUNTY.

VENDOR will load and grind materials to a usable mulch utilizing VENDORS equipment. Piles of processed materials will be measured for calculating the volume. Processed materials will then be moved by COUNTY to the storage area adjacent to processing site. Subsequent to processing, materials will be left on each site in a neat, orderly and space-saving manner.

Term of Contract

Contract is for one year with renewal options. Either party may terminate this agreement by giving 30 days written notice.

Payment Terms: Net 30 days after delivery of Invoice.

Price: Price is \$2.97 per cubic yard measured as stated above.

Indemnification

VENDOR shall indemnify, defend and hold harmless COUNTY and its respective officers, directors, employees and agents, from and against any and all claims, suits, losses, liabilities, assessments, damages, costs and expenses, including reasonable attorney's fees, arising under federal, state or local laws,

regulations or ordinances relating to protection of the environment, or resulting from injury (including death) to the person or damage to or loss of the property of anyone (including COUNTY and VENDOR, and employees of COUNTY and VENDOR) arising out or in connection with the processing of the yard waste by VENDOR; provided, however, that such indemnification shall not apply to claims for loss, damage, injury or death if caused by the sole negligence of COUNTY.

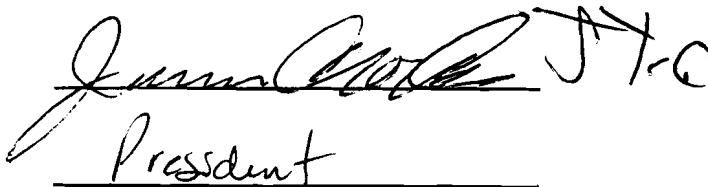
VENDOR shall be responsible for and shall pay or reimburse COUNTY for any and all expenses incurred by COUNTY as a result of breaches by VENDOR of its obligations hereunder, including but not limited to, fines and cleanup expenses resulting from services performed by VENDOR.

VENDOR shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Minimum Limits of Liability</u>
Worker's Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit

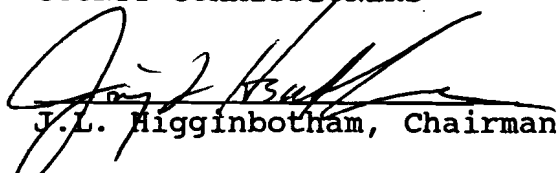
All insurance will be by insurers authorized to do business in the State of Florida. Prior to VENDOR being allowed on landfill premises, VENDOR shall provide COUNTY certificates of insurance or other satisfactory evidence that insurance has been procured and is in force. Said policies shall not thereafter be cancelled, be permitted to expire, or be changed without thirty (30) days advance written notice to COUNTY.

**JIMMIE CROWDER EXCAVATING
and LAND CLEARING**



President
Sign and Initial

**NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS**



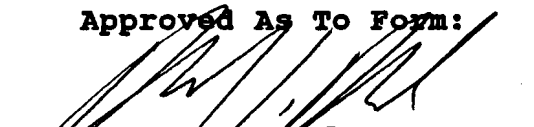
J.L. Higginbotham, Chairman

ATTEST:



T.J. "Jerry" Greeson
Ex-Office Clerk

Approved As To Form:



Michael S. Mullin
Nassau County Attorney