

AGREEMENT

THIS AGREEMENT, is entered into as of this 8-23-96 day of _____, 1996 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 beginning October 1, 1996. 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.

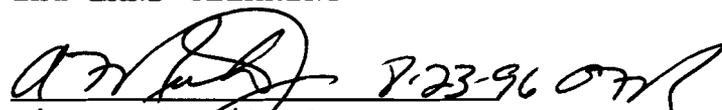
VENDOR shall be responsible for and shall pay or reimburse COUNTY for any and all expenses incurred by COUNTY as a result of breaches by VENDOR of its obligations hereunder, including but not limited to, fines and cleanup expenses resulting from services performed by VENDOR.

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 canceled, be permitted to expire, or be changed without thirty (30) days advance written notice to COUNTY.

**JIMMIE CROWDER EXCAVATING
and LAND CLEARING**



Sign and Initial

ATTEST:

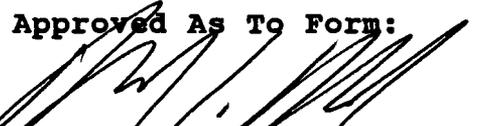


T.J. "Jerry" Greeson
Ex-Office Clerk

**NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS**



J.B. Higginbotham, Chairman

Approved As To Form:


Michael S. Mullin
Nassau County Attorney



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
John A. Crawford
Tom Branan
Chris Kirkland
Jimmy L. Higginbotham

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

T. J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

September 13, 1996

Jimmy Crowder Excavating and Land Clearing, Inc.
901 Geddie Road
Tallahassee, FL 32304

Dear Sir:

Enclosed is a certified, fully executed copy of the agreement for the processing vegetative yard waste into a usable mulch, as approved by the Nassau County Board of County Commissioners on September 9, 1996.

Please let us know if we may be of any further assistance.

Sincerely,

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

jmg

Enclosure

cc: Walter D. Gossett, County Coordinator
Robert McIntyre, Solid Waste Director

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer

RECEIVED AUG 26 1996 *ry*



Nassau County Department of
Solid Waste Management

cc: Mullin

ROBERT P. McINTYRE
Director

ROUTE 1, BOX 178
CALLAHAN, FL 32011

To: Walt Gossett
From: Bob McIntyre *Bob*
Subject: Jimmie Crowder Excavating Contract Renewal
Date: August 26, 1996

Request the Board of County Commissioners to approve and sign the Agreement with Jimmie Crowder Excavating Services on September 9, 1996 Board meeting. This Agreement has the same conditions and price as last years Agreement.

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