

Q. P. BRANCH



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File# 200001830
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$33.00

INTERLOCAL AGREEMENT

5 MIN. RETURN

THIS AGREEMENT made and entered into by and between the Housing Finance Authority of Clay County, Florida, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Clay Authority"), and Nassau County, Florida, a political subdivision organized and existing under the laws of the State of Florida (hereinafter referred to as "Nassau County").

WITNESSETH:

WHEREAS, Part IV of Chapter 159 of the Florida Statutes authorizes the creation of Housing Finance Authorities within the State of Florida for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, Section 159.603(1) defines the area of operation for a Housing Finance Authority as the area within the territorial boundaries of the County for which the Housing Finance Authority is created, and any area outside the territorial boundaries of such County if the governing body of the County within which such outside area is located approves; and

WHEREAS, it is mutually desirable and agreeable to the clay Authority and the Board of County Commissioners of Nassau County (the "Board") for the Clay Authority to issue its Single Family Revenue Bonds (the "Clay Bonds") to provide funds to originate mortgage loans within the territorial boundaries of Nassau County and to administer or provide for the administration of a loan program with respect to the portion of the proceeds of the Clay Bonds relating to demand for mortgage loans within Nassau County; and

WHEREAS, a Public Hearing was conducted by the Board on the ___ day of _____, 1999 for the purpose of considering the issuance of the Clay Bonds by the Clay Authority in an aggregate principal amount not to exceed \$75,000,000, and the use of a portion of the proceeds thereof in Nassau County, in conformance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and said Public Hearing disclosed no reason why the Clay Bonds should not be issued; and

WHEREAS, the Board has authorized the exercise by the Clay Authority of its powers to issue the Clay Bonds and making a portion of the proceeds thereof available for the purpose of making mortgage loans within the territorial boundaries of Nassau County; and

WHEREAS, the Clay Authority has authorized the initiation of official action for the issuance of the Clay Bonds; and

WHEREAS, a Public Hearing on the Bonds was conducted by the Clay Authority on the _____ day of _____, 1999, for the purpose of considering the issuance of the Clay Bonds by the Clay Authority in an aggregate principal amount not to exceed \$75,000,000, in conformance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and said Public Hearing disclosed no reason why the Clay Bonds should not be issued; and

WHEREAS, pursuant to Section 143 of the Internal Revenue Code of 1986, as amended, the amount of private activity bonds, including qualified mortgage bonds, which may be issued by governmental units in any calendar year is limited, and is available for allocation to issuers within the State in accordance with Chapter 159, Part VI, Florida Statutes; and

WHEREAS, pursuant to individual interlocal agreements to be entered into between the Clay Authority and either other counties or the Housing Finance Authorities of other counties within the State of Florida, including Nassau County (collectively, the "Subsidiaries"), each of the Subsidiaries will delegate its authority to issue mortgage revenue bonds to provide funds to originate mortgage loans within the territorial boundaries of its respective county to the Clay Authority (the territorial boundaries of Clay County and the territorial boundaries of the Subsidiaries, collectively, the "Area of Operation"); and

WHEREAS, by combining the allocation amounts of the Clay Authority and the Subsidiaries, the Clay Authority will be able to provide a mechanism for participating lenders to make available mortgage loans at rates below the rates otherwise possible if any of the Subsidiaries undertook a separate issue; and

WHEREAS, the issuance of the Bonds by the Clay Authority for use in the Area of Operation will result in a wider allocation of fixed expenses and achieve certain other economies of scale that will have the effect of reducing the interest on mortgage loans that otherwise would have to be charged; and

WHEREAS, Sections 163.01, 159.608 and 125.01, Florida Statutes, authorize the Clay Authority and Nassau County to enter into this Interlocal Agreement in order to make the most efficient use of their respective powers, resources and capabilities by authorizing the Clay Authority to exercise those powers which are common to them for the purpose of issuing one or more series of the Bonds to finance qualifying single family mortgage loan programs for the entire Area of Operation.

NOW, THEREFORE, the parties agree as follows:

Section 1. Substitution of Bonds: Expenses. Nassau County hereby grants exclusive authority to the Clay Authority to issue its Single Family Mortgage Revenue Bonds for qualified single family housing developments described in the resolutions authorizing the Clay Bonds, and any such Clay Bonds issued for such qualifying housing developments in Nassau County are hereby deemed to be in full substitution for an equivalent principal amount of Nassau County's Bonds. All revenues generated by bonds issued pursuant to this Agreement, and by the use of the proceeds

thereof, will be administered by the Clay Authority or its agents and all payments due from such revenues shall be paid by the Clay Authority or its agents without further action by Nassau County. The fees and expenses incurred by Nassau County and/or the County Attorney for Nassau County with respect to the single family mortgage revenue bond program specified in this Agreement, shall be paid from the proceeds of any bonds allocable for use in Nassau County and issued pursuant to this Agreement or from program fees contributed by participating lenders. Such fees and expenses payable from proceeds of the Bonds shall not exceed \$1.00 per \$1,000 principal amount of Bonds allocated for use in Nassau County.

Section 2. Administration. The Clay Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that Nassau County retains and reserves its right and obligation to require reasonable reporting on programs designed for and operated within Nassau County. The Clay Authority and its agents shall provide Nassau County with such reports as may be necessary to account for funds generated by this Agreement.

The Clay Authority shall have full authority and responsibility to negotiate, validate, market, sell, issue and deliver its Bonds in such amount as the Clay Authority shall in its sole judgment determine to finance qualifying single family housing developments in Nassau County and to take such other action as may be necessary or convenient to accomplish such purpose, such bonds to be issued in one or more series as determined by the Clay Authority. All lendable proceeds of Bonds attributable to the mortgage loan demand in Nassau County shall be reserved for use in originating mortgage loans in Nassau County for an initial period of 120 days following the issuance of the Bonds.

Section 3. Program Parameters. Nassau County hereby reserves the power to establish the maximum housing prices and maximum adjusted family income for eligible borrowers in Nassau County and may exercise such at any time and from time to time. In the absence of a specific determination to the contrary, which shall be controlling and shall be evidenced by passage of a resolution of the Board, Nassau County hereby determines and agrees to the use of the maximum amounts permitted under applicable Federal and Florida law in effect from time to time. Nassau County hereby consents and agrees to the establishment by the Clay Authority of all other program parameters including, but not limited to, selection of allocations among participating lenders as may be required for any bonds issued by the Clay Authority pursuant to this Agreement.

Section 4. Term. This Agreement relating to the Clay Authority's Bonds will remain in full force and effect from the date of its execution until December 31, 2038; provided that any party hereto shall have the right to terminate this Agreement upon 30 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by any party during any period that any series of Clay Bonds issued for the benefit of Nassau County pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Clay Bonds issued for the benefit of Nassau County are still in the possession of the Clay Authority or its agents pending distribution, unless the parties to this Agreement mutually agree in writing to

the terms of such termination. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Clay Bonds pursuant to this Agreement and the use of the proceeds derived from such issuance.

Section 5. **Indemnity.** The Clay Authority agrees to hold Nassau County harmless, to the extent permitted by law, from any and all liability for repayment of principal of and interest or penalty on the Clay Bonds or in connection with the approval by Nassau County of the program parameters in accordance with Section 3 of this Agreement, or in connection with the approval rendered by Nassau County pursuant to Sections 159.603 and 159.604, Florida Statutes. The Clay Authority agrees to pay out of the funds derived from the Clay Bonds or from any other source available to the Clay Authority for any audits to be performed on the Program and for any fees or expenses that are expended to assist the underwriters of the Clay Bonds or any other broker, dealer or municipal securities dealer in complying with the provisions of Rule 15c2-12 of the Securities and Exchange Commission. The Clay Authority agrees that any offering circular or official statement approved by and used in marketing the Clay Bonds and the Clay Bonds will include a statement that Bondholders may not look to Nassau County for payment of the Clay Bonds and interest or premium thereon, and that any approvals rendered by Nassau County shall not be construed as a recommendation by it to prospective investors to purchase the Clay Bonds.

Section 6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the 13th day of December, 1999.



HOUSING FINANCE AUTHORITY
OF CLAY COUNTY, FLORIDA

By: John E. Taylor
Chairman

By: Barbara Coleman
Secretary-Treasurer

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

(SEAL)

By: J. H. Cooper
J. H. COOPER
Its: Chairman

ATTEST:

J. M. Oxley, Jr.
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

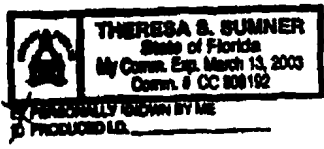
Approved as to form by the
Nassau County Attorney:

Michael S. Mullin
MICHAEL S. MULLIN

STATE OF FLORIDA]
] SS.
COUNTY OF CLAY]

The foregoing instrument was acknowledged before me this 13th day of December, 1999, by John E. Taylor and Barbara Coleman, the Chairman and Secretary-Treasurer of the Housing Finance Authority of Clay County, Florida, on behalf of the Authority. They are personally known to me or who have produced _____ as identification and who did/did not take an oath.

Theresa S. Sumner
Theresa S. Sumner
(print name)
Notary Public
My Commission expires: _____



STATE OF FLORIDA]
] SS.
COUNTY OF NASSAU]

The foregoing instrument was acknowledged before me this 22nd day of November, 1999, by J. H. COOPER and J. M. OXLEY, JR., the Chairman/~~Vice Chairman~~ and Clerk of the Board of County Commissioners of Nassau County, Florida, on behalf of the County. They are personally known to me ~~or who have produced~~ _____ ~~as identification and who did/did not~~ take an oath.



Ann R. Myers
MY COMMISSION # CC522846 EXPIRES
January 3, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Ann R. Myers
ANN R. MYERS

(print name)
Notary Public
My Commission expires: _____

Section 3. Program Parameters. In connection with the Clay Bond proceeds, the maximum housing prices and maximum adjusted family income for eligible borrowers in St. Johns County shall not exceed the maximum amounts previously approved by the St. Johns Authority and the Board of County Commissioners of St. Johns County for similar programs. The St. Johns Authority hereby consents and agrees to the establishment by the Clay Authority of all other program parameters including, but not limited to, selection of allocations among participating lenders as may be required for any bonds issued by the Clay Authority pursuant to this Agreement.

Section 4. Term. This Agreement will remain in full force and effect from the date of its execution until the first to occur of December 31, 2032, or the date which no Clay Bonds remain outstanding; provided that any party hereto shall have the right to terminate this Agreement upon 30 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by any party during any period that any series of Clay Bonds issued pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Clay Bonds are still in the possession of the Clay Authority or its agents pending distribution, unless the parties to this Agreement mutually agree in writing to the terms of such termination. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Clay Bonds pursuant to this Agreement.

Section 5. Indemnity. The Clay Authority agrees to hold the St. Johns Authority and St. Johns County harmless, to the extent permitted by law, from any and all liability for repayment of principal of and interest or penalty on the Clay Bonds or in connection with the approval by the St. Johns Authority of the program parameters as required by Section 3 of this Agreement, or in connection with the approval rendered by St. Johns County pursuant to Sections 159.603 and 159.604, Florida Statutes. The Clay Authority agrees that the Clay Bonds and any offering circular or official statement approved by and used in marketing the Clay Bonds will include a statement that Bondholders may not look to the St. Johns Authority or to St. Johns County for payment of the Clay Bonds and interest or premium thereon.

Section 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the 7th day of January, 1999. 2000

HOUSING FINANCE AUTHORITY OF CLAY COUNTY, FLORIDA

By John E. Taylor
Chairman



By Barbara Coleman
Secretary-Treasurer

HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA

By Ed M. Kyle
Chairman

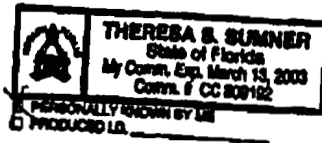


By [Signature]
Secretary

STATE OF FLORIDA]
] SS.
COUNTY OF CLAY]

The foregoing instrument was acknowledged before me this 7th day of January, 2000
~~1999~~ by John E. Taylor ~~and~~ Barbara Coleman ~~Chairman~~ and Secretary
_____ of the Housing Finance Authority of Clay County, Florida, on behalf of the Authority.
They are personally known to me or who have produced _____ as identification
and who did/did not take an oath.

Theresa S. Sumner
Theresa S. Sumner
(print name)
Notary Public
My Commission expires:

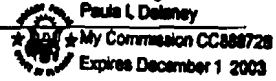


STATE OF FLORIDA]
] SS.
COUNTY OF ST. JOHNS]

2000 The foregoing instrument was acknowledged before me this 5th day of January, 1999, by ~~Edwin Kuebler~~ James Sinton Chairman and Secretary of the Housing Finance Authority of St. Johns County, Florida, on behalf of the Authority. They are personally known to me or who have produced n/a as identification and who did/did not take an oath.

Paula L. Delaney

(print name)
Notary Public
My Commission expires:



Q. P. BRANCH



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James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$33.00

INTERLOCAL AGREEMENT

5 MIN. RETURN

THIS AGREEMENT made and entered into by and between the Housing Finance Authority of Clay County, Florida, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Clay Authority"), and Nassau County, Florida, a political subdivision organized and existing under the laws of the State of Florida (hereinafter referred to as "Nassau County").

WITNESSETH:

WHEREAS, Part IV of Chapter 159 of the Florida Statutes authorizes the creation of Housing Finance Authorities within the State of Florida for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, Section 159.603(1) defines the area of operation for a Housing Finance Authority as the area within the territorial boundaries of the County for which the Housing Finance Authority is created, and any area outside the territorial boundaries of such County if the governing body of the County within which such outside area is located approves; and

WHEREAS, it is mutually desirable and agreeable to the clay Authority and the Board of County Commissioners of Nassau County (the "Board") for the Clay Authority to issue it s Single Family Revenue Bonds (the "Clay Bonds") to provide funds to originate mortgage loans within the territorial boundaries of Nassau County and to administer or provide for the administration of a loan program with respect to the portion of the proceeds of the Clay Bonds relating to demand for mortgage loans within Nassau County; and

WHEREAS, a Public Hearing was conducted by the Board on the ___ day of _____, 1999 for the purpose of considering the issuance of the Clay Bonds by the Clay Authority in an aggregate principal amount not to exceed \$75,000,000, and the use of a portion of the proceeds thereof in Nassau County, in conformance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and said Public Hearing disclosed no reason why the Clay Bonds should not be issued; and

WHEREAS, the Board has authorized the exercise by the Clay Authority of its powers to issue the Clay Bonds and making a portion of the proceeds thereof available for the purpose of making mortgage loans within the territorial boundaries of Nassau County; and

WHEREAS, the Clay Authority has authorized the initiation of official action for the issuance of the Clay Bonds; and

WHEREAS, a Public Hearing on the Bonds was conducted by the Clay Authority on the _____ day of _____, 1999, for the purpose of considering the issuance of the Clay Bonds by the Clay Authority in an aggregate principal amount not to exceed \$75,000,000, in conformance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and said Public Hearing disclosed no reason why the Clay Bonds should not be issued; and

WHEREAS, pursuant to Section 143 of the Internal Revenue Code of 1986, as amended, the amount of private activity bonds, including qualified mortgage bonds, which may be issued by governmental units in any calendar year is limited, and is available for allocation to issuers within the State in accordance with Chapter 159, Part VI, Florida Statutes; and

WHEREAS, pursuant to individual interlocal agreements to be entered into between the Clay Authority and either other counties or the Housing Finance Authorities of other counties within the State of Florida, including Nassau County (collectively, the "Subsidiaries"), each of the Subsidiaries will delegate its authority to issue mortgage revenue bonds to provide funds to originate mortgage loans within the territorial boundaries of its respective county to the Clay Authority (the territorial boundaries of Clay County and the territorial boundaries of the Subsidiaries, collectively, the "Area of Operation"); and

WHEREAS, by combining the allocation amounts of the Clay Authority and the Subsidiaries, the Clay Authority will be able to provide a mechanism for participating lenders to make available mortgage loans at rates below the rates otherwise possible if any of the Subsidiaries undertook a separate issue; and

WHEREAS, the issuance of the Bonds by the Clay Authority for use in the Area of Operation will result in a wider allocation of fixed expenses and achieve certain other economies of scale that will have the effect of reducing the interest on mortgage loans that otherwise would have to be charged; and

WHEREAS, Sections 163.01, 159.608 and 125.01, Florida Statutes, authorize the Clay Authority and Nassau County to enter into this Interlocal Agreement in order to make the most efficient use of their respective powers, resources and capabilities by authorizing the Clay Authority to exercise those powers which are common to them for the purpose of issuing one or more series of the Bonds to finance qualifying single family mortgage loan programs for the entire Area of Operation.

NOW, THEREFORE, the parties agree as follows:

Section 1. Substitution of Bonds; Expenses. Nassau County hereby grants exclusive authority to the Clay Authority to issue its Single Family Mortgage Revenue Bonds for qualified single family housing developments described in the resolutions authorizing the Clay Bonds, and any such Clay Bonds issued for such qualifying housing developments in Nassau County are hereby deemed to be in full substitution for an equivalent principal amount of Nassau County's Bonds. All revenues generated by bonds issued pursuant to this Agreement, and by the use of the proceeds

thereof, will be administered by the Clay Authority or its agents and all payments due from such revenues shall be paid by the Clay Authority or its agents without further action by Nassau County.

The fees and expenses incurred by Nassau County and/or the County Attorney for Nassau County with respect to the single family mortgage revenue bond program specified in this Agreement, shall be paid from the proceeds of any bonds allocable for use in Nassau County and issued pursuant to this Agreement or from program fees contributed by participating lenders. Such fees and expenses payable from proceeds of the Bonds shall not exceed \$1.00 per \$1,000 principal amount of Bonds allocated for use in Nassau County.

Section 2. Administration. The Clay Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that Nassau County retains and reserves its right and obligation to require reasonable reporting on programs designed for and operated within Nassau County. The Clay Authority and its agents shall provide Nassau County with such reports as may be necessary to account for funds generated by this Agreement.

The Clay Authority shall have full authority and responsibility to negotiate, validate, market, sell, issue and deliver its Bonds in such amount as the Clay Authority shall in its sole judgment determine to finance qualifying single family housing developments in Nassau County and to take such other action as may be necessary or convenient to accomplish such purpose, such bonds to be issued in one or more series as determined by the Clay Authority. All lendable proceeds of Bonds attributable to the mortgage loan demand in Nassau County shall be reserved for use in originating mortgage loans in Nassau County for an initial period of 120 days following the issuance of the Bonds.

Section 3. Program Parameters. Nassau County hereby reserves the power to establish the maximum housing prices and maximum adjusted family income for eligible borrowers in Nassau County and may exercise such at any time and from time to time. In the absence of a specific determination to the contrary, which shall be controlling and shall be evidenced by passage of a resolution of the Board, Nassau County hereby determines and agrees to the use of the maximum amounts permitted under applicable Federal and Florida law in effect from time to time. Nassau County hereby consents and agrees to the establishment by the Clay Authority of all other program parameters including, but not limited to, selection of allocations among participating lenders as may be required for any bonds issued by the Clay Authority pursuant to this Agreement.

Section 4. Term. This Agreement relating to the Clay Authority's Bonds will remain in full force and effect from the date of its execution until December 31, 2038; provided that any party hereto shall have the right to terminate this Agreement upon 30 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by any party during any period that any series of Clay Bonds issued for the benefit of Nassau County pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Clay Bonds issued for the benefit of Nassau County are still in the possession of the Clay Authority or its agents pending distribution, unless the parties to this Agreement mutually agree in writing to

the terms of such termination. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Clay Bonds pursuant to this Agreement and the use of the proceeds derived from such issuance.

Section 5. Indemnity. The Clay Authority agrees to hold Nassau County harmless, to the extent permitted by law, from any and all liability for repayment of principal of and interest or penalty on the Clay Bonds or in connection with the approval by Nassau County of the program parameters in accordance with Section 3 of this Agreement, or in connection with the approval rendered by Nassau County pursuant to Sections 159.603 and 159.604, Florida Statutes. The Clay Authority agrees to pay out of the funds derived from the Clay Bonds or from any other source available to the Clay Authority for any audits to be performed on the Program and for any fees or expenses that are expended to assist the underwriters of the Clay Bonds or any other broker, dealer or municipal securities dealer in complying with the provisions of Rule 15c2-12 of the Securities and Exchange Commission. The Clay Authority agrees that any offering circular or official statement approved by and used in marketing the Clay Bonds and the Clay Bonds will include a statement that Bondholders may not look to Nassau County for payment of the Clay Bonds and interest or premium thereon, and that any approvals rendered by Nassau County shall not be construed as a recommendation by it to prospective investors to purchase the Clay Bonds.

Section 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the 13th day of December, 1999.



HOUSING FINANCE AUTHORITY
OF CLAY COUNTY, FLORIDA

By: John E. Taylor
Chairman

By: Barbara Coleman
Secretary-Treasurer

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

(SEAL)

By: J. H. Cooper
J. H. COOPER
Its: Chairman

ATTEST:

J. M. Oxley, Jr.
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

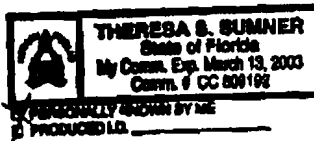
Approved as to form by the
Nassau County Attorney:

Michael S. Mollin
MICHAEL S. MOLLIN

STATE OF FLORIDA]
] SS.
COUNTY OF CLAY]

The foregoing instrument was acknowledged before me this 13th day of December, 1999, by John E. Taylor and Barbara Coleman, the Chairman and Secretary-Treasurer of the Housing Finance Authority of Clay County, Florida, on behalf of the Authority. They are personally known to me or who have produced _____ as identification and who did/did not take an oath.

Theresa S. Sumner
Theresa S. Sumner
(print name)
Notary Public
My Commission expires: _____



STATE OF FLORIDA]
] SS.
COUNTY OF NASSAU]

The foregoing instrument was acknowledged before me this 22nd day of November, 1999, by J. H. COOPER and J. M. OXLEY, JR., the Chairman/~~Chairman~~ and Clerk of the Board of County Commissioners of Nassau County, Florida, on behalf of the County. They are personally known to me ~~or who have produced~~ as identification and who did/~~did not~~ take an oath.



Ann R. Myers
MY COMMISSION # CCS22848 EXPIRES
January 3, 2000
BONDED THROUGH TROY FAIR INSURANCE, INC.

Ann R. Myers
ANN R. MYERS

(print name)
Notary Public
My Commission expires: _____

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR SOLID WASTE DISPOSAL**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL (this First Amendment), is made and entered into as of the 1st day of October, 1999, by and between Nassau County, a political subdivision of the State of Florida (Nassau County), and Clay County, a political subdivision of the State of Florida (Clay County).

Recitals

WHEREAS, the parties have heretofore entered into that certain Interlocal Agreement for Solid Waste Disposal dated as of the 9th day of May, 1995 (the Interlocal Agreement), providing for the disposal in the West Nassau Landfill, as referred to in the Interlocal Agreement, of Class I solid waste generated within Clay County; and,

WHEREAS, the parties desire to amend the Interlocal Agreement as provided herein.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. Paragraph 3 of the Interlocal Agreement is hereby amended to read in its entirety as follows:

3. **TERM.**

Unless sooner terminated as provided herein, the initial term of this Interlocal Agreement shall commence on the date the Rosemary Hill

Landfill reaches its permitted capacity and shall continue thereafter through September 30, 2006. Clay County shall have the option to renew this Interlocal Agreement following the expiration of the initial term for successive consecutive twelve month periods until such time as the West Nassau Landfill is within five years of reaching its permitted capacity. Such renewal shall occur automatically, and this Interlocal Agreement shall continue in full force and effect according to its terms during any such renewal period. Clay County may serve Nassau County written notice of termination no later than one year prior to the commencement of any of the first three renewal terms. After the completion of the renewal term ending September 30, 2009, although renewal shall occur automatically as hereinabove provided, Clay County shall have the right to terminate this Interlocal Agreement at any time following service of written notice thereof to Nassau County at least one year prior to the termination date.

2. Paragraph 5 of the Interlocal Agreement is hereby amended by the creation of a new subparagraph to be designated (i), to be inserted immediately following subparagraph (h) thereof, and to read in its entirety as follows:

- (i) Commencing October 1, 1999, Nassau County shall operate and make the West Nassau Landfill available to receive Solid Waste transported from the Transfer Station every day of the year except Sunday, New Year's Day, Thanksgiving Day and Christmas Day, in accordance with the following hours of operation: on Monday

through Friday from 6:00 a.m. through 5:00 p.m., and on Saturday from 7:00 a.m. through 5:00 p.m. The County Coordinator of Nassau County on behalf of Nassau County, and the County Manager of Clay County on behalf of Clay County shall have the authority to agree to a modification of the foregoing hours of operation of the West Nassau Landfill should circumstances warrant the same without the necessity of amending this Interlocal Agreement, provided that such agreement on their part must be reduced to writing.

3. Subparagraph (a) of paragraph 6 of the Interlocal Agreement is hereby amended to read in its entirety as follows:

- (a) During the first year of the initial term of this Interlocal Agreement, the actual fee to be charged by Nassau County (the Disposal Fee) for receiving Solid Waste transported from the Transfer Station for disposal at the West Nassau Landfill shall not exceed \$30.00 per ton *avoirdupois* (the Maximum Disposal Fee). Following the first year of the initial term of this Interlocal Agreement, the Maximum Disposal Fee shall be adjusted upward or downward from time to time as provided in subparagraph (g), and as so adjusted shall remain in effect through September 30, 1999, with respect to all Solid Waste delivered to the West Nassau Landfill under this Interlocal Agreement through said date. Commencing October 1, 1999, the Maximum Disposal Fee shall

be reduced to \$24.00 per ton *avoirdupois* with respect to all Solid Waste delivered to the West Nassau Landfill under this Interlocal Agreement on and after said date. Following said reduction, the Maximum Disposal Fee shall be adjusted upward or downward from time to time as provided in subparagraph (g); provided, the first such adjustment shall not take effect until October 1, 2000. Nassau County shall collect the Disposal Fee from Southland or such other Solid Waste transport contractor the parties may mutually agree upon. Clay County shall not be liable in any way for the payment or collection and remission on behalf of Nassau County of the Disposal Fee, and Nassau County shall have no recourse, remedy or action under this Interlocal Agreement or any other agreement, or otherwise arising at law or in equity, against Clay County for the failure of Southland or such other Solid Waste transport contractor the parties may mutually agree upon to pay the Disposal Fee. To the extent that such recourse, remedies or actions may otherwise arise in favor of Nassau County against Clay County at law or in equity Nassau County specifically and knowingly waives and renounces the same, holding Clay County harmless therefor. Except as provided hereinafter, Nassau County may not refuse to receive Solid Waste transported from the Transfer Station to the West Nassau Landfill for disposal by Southland or such other alternately approved Solid Waste hauler

the parties may mutually agree upon based upon the failure of Southland or such other Solid Waste transport contractor to pay the Disposal Fee; provided, following the delivery of sixty days written notice to Clay County that Southland or such other alternately approved Solid Waste hauler is delinquent in paying the Disposal Fee, Nassau County may refuse to receive Solid Waste transported from the Transfer Station to the West Nassau Landfill for disposal by Southland or such other alternately approved Solid Waste hauler until the delinquent Disposal Fee(s) has or have been paid in full. Upon receipt of said notice, and with the consent of Nassau County, Clay County may select an alternate hauler in order to avoid interruption of continuous access to the West Nassau Landfill for disposal of Solid Waste transported from the Transfer Station. Nassau County shall not unreasonably withhold such consent, nor may it condition such consent upon the payment in part or in full of the delinquent Disposal Fee(s).

4. Subparagraph (g) of paragraph 6 of the Interlocal Agreement is hereby amended to read in its entirety as follows:

- (g) On each October 1, beginning in 1996, but excluding October 1, 1999, the Maximum Disposal Fee for the immediately succeeding year shall be adjusted upward or downward on the basis of the percentage of upward or downward change, if any, in the Consumer Price Index - South Group - All Urban Customers - All

Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (the Index), from the Index number (the Base Index Number) of the Index most recently published prior to August 1, 1995, with respect to adjustments implemented prior to September 30, 1999, and of the Index most recently published prior to August 1, 1999, with respect to adjustments implemented on and after October 1, 2000. Utilizing the Index number (the Current Index Number) of the Index most recently published prior to August 1, 1996, and each August 1 thereafter with respect to adjustments implemented prior to September 30, 1999, and of the Index most recently published prior to August 1, 1999, and each August 1 thereafter with respect to adjustments implemented on and after October 1, 2000, the Maximum Disposal Fee adjustment shall be calculated and become effective for a particular year on each October 1 first occurring after each such August 1, excluding October 1, 1999. If at the time of calculation the Current Index Number is greater or less than the Base Index Number, then, with respect to adjustments implemented prior to September 30, 1999, the Maximum Disposal Fee for the immediately succeeding year, beginning on the said October 1, shall be increased or decreased, as the case may be, from the Maximum Disposal Fee which was in effect on the commencement date of the initial term of this Interlocal

Agreement, by an amount equal to a certain percentage of said Maximum Disposal Fee in effect on the commencement date of the initial term of this Interlocal Agreement, said percentage being the same as the percentage by which the Current Index Number exceeds or is less than the Base Index Number; and, with respect to adjustments implemented on and after October 1, 2000, the Maximum Disposal Fee for the immediately succeeding year, beginning on the said October 1, shall be increased or decreased, as the case may be, from the Maximum Disposal Fee which was in effect commencing October 1, 1999, by an amount equal to seven tenths of a certain percentage of said Maximum Disposal Fee in effect commencing October 1, 1999, said percentage being the same as the percentage by which the Current Index Number exceeds or is less than the Base Index Number.

5. Paragraph 6 of the Interlocal Agreement is hereby amended by the creation of a new subparagraph to be designated (h), to be inserted immediately following subparagraph (g) thereof, and to read in its entirety as follows:

- (h) The parties acknowledge that, pursuant to Specific Condition 35(m) of Permit No. SC45-286094 issued by the Department for the operation of the West Nassau Landfill (the Operating Permit), Nassau County is presently required to accrue funds at the rate of \$2.25 per ton *avoirdupois* of Solid Waste disposed of in the West Nassau Landfill (the Reserved Funds Accrual Rate) to be held in

reserve for the purposes set forth in said Section Specific Condition 35(m) of the Operating Permit (the Reserved Funds). In the event the Department shall approve any modification to the Operating Permit that has the effect of reducing the Reserved Funds Accrual Rate, or in the event Nassau County is otherwise authorized to reduce the Reserved Funds Accrual Rate, the Maximum Disposal Fee then in effect shall be reduced by the same net amount, effective the same date as the effective date of the reduction in the Reserved Funds Accrual Rate.

6. Paragraph 6 of the Interlocal Agreement is hereby amended by the creation of a new subparagraph to be designated (i), to be inserted immediately following subparagraph (h) thereof, and to read in its entirety as follows:

- (i) Any other provisions of this Interlocal Agreement to the contrary notwithstanding, commencing October 1, 1999, the Disposal Fee actually charged by Nassau County for receiving Solid Waste transported from the Transfer Station for disposal at the West Nassau Landfill shall not ever exceed any fee charged by Nassau County to any third party for the disposal of Solid Waste at the West Nassau Landfill, regardless of whether said fee is based upon an oral or written contract, upon custom or common practice, or upon any other arrangement.

7. Paragraph 7 of the Interlocal Agreement is hereby amended to read in its entirety as follows:

7. COMPREHENSIVE PLAN.

- (a) During the amendment cycle next occurring following May 9, 1995, Nassau County shall transmit, within the meaning of Section 163.3187, Florida Statutes, to the Florida Department of Community Affairs (the DCA) an amendment to its comprehensive plan (the Nassau Plan) providing for the commitment and reservation at the West Nassau Landfill of capacity sufficient to accommodate the Solid Waste Disposal Capacity needs of Clay County through the year 2001. The data and analysis transmitted by Nassau County in support of the proposed Nassau Plan amendment under this subparagraph (a) shall conform to the applicable requirements of Chapter 163, Part II, Florida Statutes, and Rule 9J-5, Florida Administrative Code, and shall include the calculation of proportional capacity allocated to and required by each local government disposing of Solid Waste at the West Nassau Landfill, including Clay County, to meet the projected Solid Waste Disposal Capacity needs through the year 2001. At a minimum, said capacity committed and reserved to Clay County shall be quantified at 508,631 tons of Solid Waste.
- (b) The amendment to the Nassau Plan provided under subparagraph (a) shall provide that the capacity reservation provided under

subparagraph (a) shall be exclusive to Clay County for ten years beginning on the commencement date of this Interlocal Agreement. Nassau County shall not request review by the DCA of the proposed amendment to the Nassau Plan provided under subparagraph (a) under Section 163.3184(6)(a), Florida Statutes. Clay County anticipates transmitting to the DCA a proposed amendment to its comprehensive plan (the Clay Plan) which will address the availability of capacity to dispose of Solid Waste generated in Clay County through the year 2001. Until the proposed amendments to the Nassau Plan and to the Clay Plan discussed in subparagraph (a) and this subparagraph (b) have been formally adopted by Nassau County and Clay County, respectively, and have become effective under the provisions of Chapter 163, Part II, Florida Statutes, Clay County shall have no obligations under this Interlocal Agreement unless it voluntarily assumes the same at its sole option.

- (c) During the amendment cycle next occurring following October 1, 1999, Nassau County shall transmit, within the meaning of Section 163.3187, Florida Statutes, to the DCA an amendment to the Nassau Plan providing for the commitment and reservation at the West Nassau Landfill of capacity sufficient to accommodate the Solid Waste Disposal Capacity needs of Clay County through the year 2006. The data and analysis transmitted by Nassau County in

support of the proposed Nassau Plan amendment under this subparagraph (c) shall conform to the applicable requirements of Chapter 163, Part II, Florida Statutes, and Rule 9J-5, Florida Administrative Code, and shall include the calculation of proportional capacity allocated to and required by each local government disposing of Solid Waste at the West Nassau Landfill, including Clay County, to meet the projected Solid Waste Disposal Capacity needs through the year 2006. At a minimum, said capacity committed and reserved to Clay County shall be quantified at 812,219 tons of Solid Waste.

- (d) The amendment to the Nassau Plan provided under subparagraph (c) shall supersede the amendment provided under subparagraph (a), and shall provide that the capacity reservation provided under subparagraph (c) shall be exclusive to Clay County for ten years beginning on October 1, 1999, Nassau County shall not request review by the DCA of the proposed amendment to the Nassau Plan provided under subparagraph (c) under Section 163.3184(6)(a), Florida Statutes. Clay County anticipates transmitting to the DCA a proposed amendment to the Clay Plan which will address the availability of capacity to dispose of Solid Waste generated in Clay County through the year 2006. Any other provisions of this Interlocal Agreement to the contrary notwithstanding, until the proposed amendments to the Nassau Plan and to the Clay Plan


discussed in subparagraph (c) and this subparagraph (d) have been formally adopted by Nassau County and Clay County, respectively, and have become effective under the provisions of Chapter 163, Part II, Florida Statutes, Clay County shall have no obligations under this Interlocal Agreement to continue directing Solid Waste to the West Nassau Landfill after December 31, 2001, unless it voluntarily assumes the same at its sole option.

- (e) Pursuant to Section 163.3184(3)(a), Florida Statutes, Nassau County shall provide written notice to Clay County of any subsequent proposed amendment to the Nassau Plan updating or revising data and analysis, or goals, objectives or policies of the Nassau Plan directly or indirectly impacting the disposal of Solid Waste, including but not limited to changes to availability of capacity or level of service at the West Nassau Landfill.

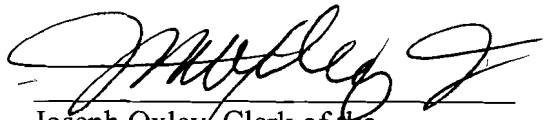
8. Except as expressly provided in this First Amendment, the Interlocal Agreement is not amended hereby and shall remain in full force and effect in accordance with its terms. The amendments to the Interlocal Agreement provided in this First Amendment shall be deemed effective as of the date and year first above written.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Interlocal Agreement for Solid Waste Disposal as of the date and year first above written.

NASSAU COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

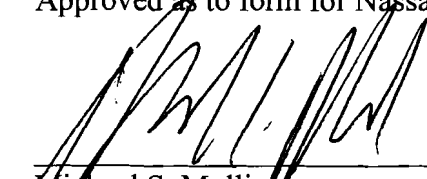
By: 
J. H. Cooper
Its Chairman

Attest:


Joseph Oxley, Clerk of the Circuit Court of Nassau County and *ex-officio* Clerk of its Board of County Commissioners

[Nassau County Seal]

Approved as to form for Nassau County:


Michael S. Mullin
Nassau County Attorney

CLAY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: Larry R. Lancaster
Larry R. Lancaster
Its Chairman

Attest:

James B. Jett
James B. Jett, Clerk of the
Circuit Court of Clay County
and *ex-officio* Clerk of its Board of
County Commissioners

[Clay County Seal]

Approved as to form for Clay County:

Mark H. Scruby
Mark H. Scruby
Clay County Attorney

**INTERLOCAL AGREEMENT
FOR SOLID WASTE DISPOSAL**

THIS INTERLOCAL AGREEMENT (the Interlocal Agreement), is made and entered into as of the 9th day of May, 1995, by and between Nassau County, a political subdivision of the State of Florida (Nassau County), and Clay County, a political subdivision of the State of Florida (Clay County).

WHEREAS, it is the design, purpose, and intention of the parties hereto to permit said parties, individually and collectively, to make the most efficient use of their respective powers, resources and capabilities by cooperating in the use of their respective powers, resources and capabilities in regard to solid waste disposal services and facilities in a manner most consistent with the geographic, economic, demographic and other factors influencing their respective needs and the development of their respective and joint communities; and,

WHEREAS, Nassau County operates a Class I Solid Waste Disposal Facility known as the West Nassau Class I Sanitary Landfill, hereinafter referred to as the West Nassau Landfill; and,

WHEREAS, Clay County operates the Rosemary Hill Class I Sanitary Landfill (the Rosemary Hill Landfill) located at 3545 Rosemary Hill Road, Green Cove Springs, Florida; and,

WHEREAS, Clay County expects to close the Rosemary Hill Landfill by September 30, 1995, and must ensure the immediate and uninterrupted availability of facilities and capacity for disposal thereafter of Class I solid waste generated within Clay County; and,

WHEREAS, Clay County has chosen Southland Waste Systems, Inc., a Florida corporation (Southland), to construct and operate a Class I solid waste transfer station, as such term is defined in Section 403.703(16), Florida Statutes, or any successor statute thereto, or

agency rule(s) promulgated thereunder (the Transfer Station), at the Rosemary Hill Landfill and to transport Class I solid waste received at the Transfer Station to a fully permitted Class I solid waste sanitary landfill; and,

WHEREAS, Southland has received a letter of intent from Nassau County to provide capacity at the West Nassau Landfill to accept and dispose of Class I solid waste generated in Clay County; and,

WHEREAS, the parties desire to enter into a direct contractual relationship hereby to provide for the disposal of, and reservation of capacity for, all Class I solid waste generated in Clay County at the West Nassau Landfill, and to set forth the formal terms, conditions, rights and remedies of the parties thereunto appertaining.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. AUTHORITY; GENERAL RESPONSIBILITIES; CONDITIONS PRECEDENT.

This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:

- (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement.
- (b) This Interlocal Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Interlocal Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
- (c) As a condition precedent to its effectiveness, this Interlocal Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Clay County and with the Clerk of the Circuit Court of Nassau County.

2. **DEFINITIONS.**

As used herein the following terms shall have the meanings attributed thereto, unless the context clearly indicates otherwise:

- (a) "*Avoirdupois*", with respect to weights, means one ton equals 2,000 pounds, and one pound equals sixteen ounces, 7000 grains or 453.59 standard metric grams.

- (b) "Class I Solid Waste Disposal Facility" means any Class I landfill so classified under Rule 62-701.340(3)(a) and (c), Florida Administrative Code, or any successor rule or regulation thereto, together with all contiguous land and structures, other appurtenances, and improvements on the land used for Solid Waste management.
- (c) "Contamination Assessment Plan" means a plan approved by the Department designed to delineate the cause and extent of groundwater contamination in order to predict the likelihood that the Department's groundwater quality standards may be exceeded outside the Zone of Discharge of a Solid Waste Disposal Facility, and to evaluate methods which might be necessary to monitor, contain, prevent or remediate any such exceedence determined to have occurred.
- (d) "Department" means the Florida Department of Environmental Protection, and any successor agency thereto.
- (e) "Fiscal Year-End Summary" means Nassau County's annual estimate of the remaining life and capacity in cubic yards of the constructed and operating portions of the Class I Solid Waste Disposal Facility at the West Nassau Landfill and remaining site life and capacity of other permitted areas not yet constructed at the West Nassau Landfill. The annual estimate shall be based upon a summary of the heights, lengths and widths of the Solid Waste disposal cells. The Fiscal Year-End Summary shall also reflect all quantities of Solid Waste received and disposed of in the Class I Solid Waste Disposal Facility at the West Nassau Landfill during the immediately preceding fiscal year, including, with respect to

all Solid Waste generated within the geographic boundaries of Nassau County, a breakdown of the quantities of each type thereof (i.e., household, commercial, industrial, etc.), and, with respect to all Solid Waste generated outside the geographic boundaries of Nassau County, the location and hauler from which received, provided such information shall not be required to include the identification of the specific generators thereof, but only the city/county and state within which such Solid Waste is generated.

- (f) "Groundwater Monitoring" means the process by which water beneath the surface of the ground within a particular zone of saturation, whether or not it is flowing through known and definite channels, is periodically drawn for water quality analysis in connection with a Class I Solid Waste Disposal Facility.
- (g) "Hazardous Waste" means hazardous waste, as defined in Section 403.703(21), Florida Statutes, or any successor statute thereto, or agency rule(s) promulgated thereunder.
- (h) "Permit" means the written authorization issued by a regulatory agency with jurisdiction for the siting, construction and/or operation of a Class I Solid Waste Disposal Facility or a Transfer Station provided all procedural standards, performance standards and conditions set forth therein are met.
- (i) "Permit Modification" means a change or alteration to the procedural standards, performance standards or conditions of a Permit.
- (j) "Scales" means a platform truck scale weighing device which meets with the design specifications and performance accuracy requirements of the scale code in

the National Institute of Standards and Technologies Handbook 44, and which interfaces directly with a Solid Waste management system.

- (k) "Solid Waste" means solid waste, as defined in Section 403.703(13), Florida Statutes, or any successor statute thereto, or agency rule(s) promulgated thereunder which can lawfully be disposed of in a permitted Class I Solid Waste Disposal Facility.
- (l) "Solid Waste Disposal Capacity", with respect to a Solid Waste Disposal Facility, means the design capacity authorized under the Permit expressed in cubic yards. For the first year of this Interlocal Agreement, one cubic yard of Solid Waste at the Class I Solid Waste Disposal Facility at the West Nassau Landfill shall be equivalent to 1200 pounds *avoirdupois* of in-place, compacted Solid Waste. This equivalency shall be adjusted annually based upon the most recent aerial survey conducted in the year immediately preceding.
- (m) "Solid Waste Disposal Facility" means any Solid Waste management facility as defined in Section 403.703(11), Florida Statutes, or any successor statute thereto, or agency rule(s) promulgated thereunder.
- (n) "Waste Screening Program" means a program for detecting and preventing regulated quantities of Hazardous Waste from entering a Class I Solid Waste Disposal Facility or Transfer Station, and includes random inspection of incoming loads of Solid Waste, record keeping, training, and procedures to notify the proper regulatory agency(s) when regulated quantities of Hazardous Waste have entered such Class I Solid Waste Disposal Facility or Transfer Station. Such program

shall conform at a minimum to the requirements of the applicable Permit, the rules of the Department as promulgated in the Florida Administrative Code, or as otherwise approved by the Department.

- (o) "West Nassau Landfill" means the Class I Solid Waste Disposal Facility portion of the facility owned by Nassau County located on U.S. Highway 1, immediately north of Callahan, Florida, and more particularly described in the text and map attached hereto as Exhibit A, and in the Department's Permit No. SC 45-174427, and includes any lands immediately contiguous to said facility which may later be included within the limits of the foregoing Permit or any successor operating Permit.
- (p) "Zone of Discharge" means the zone of discharge, as defined in Rule 62-701.200(91), Florida Administrative Code, or any successor rule or regulation thereto.

3. TERM.

Unless sooner terminated as provided herein, the initial term of this Interlocal Agreement shall commence on the date the Rosemary Hill Landfill reaches its permitted capacity and shall continue thereafter for a period of eighty-four consecutive calendar months. Clay County shall have the option to renew this Interlocal Agreement following the expiration of the initial term for successive consecutive twelve month periods until such time as the West Nassau Landfill is within five years of reaching its permitted capacity. Such renewal shall occur automatically, and this Interlocal Agreement shall continue in full force and effect according to its terms during any such renewal period. Clay County may

serve Nassau County written notice of termination no later than one year prior to the commencement of any of the first three renewal terms. After the completion of the ninth year, although renewal shall occur automatically as hereinabove provided, Clay County shall have the right to terminate this Interlocal Agreement at any time following service of written notice thereof to Nassau County at least one year prior to the termination date.

4. RIGHTS AND OBLIGATIONS OF CLAY COUNTY.

- (a) On the date the initial term of this Interlocal Agreement commences, Clay County shall have the right to cause to be delivered to the West Nassau Landfill any and all Solid Waste generated within Clay County for disposal in the West Nassau Landfill.
- (b) Clay County shall notify generators and Solid Waste haulers (private and public) within Clay County, that Hazardous Waste shall not be delivered to the Transfer Station. Clay County shall have the affirmative obligation, and the foregoing notification shall not be deemed to have relieved Clay County thereof, to use its best efforts to prevent the delivery of Hazardous Waste to the West Nassau Landfill from the Transfer Station. As used herein, the term "best efforts" shall mean the implementation, rigorous enforcement, and continuous updating of a Waste Screening Program at the Transfer Station. Upon reasonable request, Clay County shall furnish to Nassau County a copy of its Waste Screening Program documentation.
- (c) If any Hazardous Waste transported from the Transfer Station is delivered to the West Nassau Landfill, Nassau County's sole recourse shall be against the County's

hauling contractor or any third party otherwise responsible, provided that, in the contract between Clay County and its Transfer Station contractor, the Transfer Station contractor has the duty to implement a Waste Screening Program. With respect to any injuries or damages sustained or costs incurred by Nassau County or liability to any third party as a result thereof which is caused in whole or in part by Nassau County's breach of any term or provision of this Interlocal Agreement, or by any negligent or willful act or omission of Nassau County, its employees, or contractors in the performance of this Interlocal Agreement, Nassau County shall indemnify Clay County fully and hold it harmless therefor. Such indemnification shall include the duty on the part of Nassau County (1) to defend Clay County, and to pay all attorneys fees and costs arising from such defense, including those associated with proceedings before regulatory agencies, actions at law or equity, and appeals from decisions rendered thereunder; and (2) to undertake all actions and pay all fines, penalties, damages and costs levied which Clay County otherwise is legally obligated to undertake or pay. Upon reasonable request, Clay County shall furnish to Nassau County a copy of Clay County's agreement with such hauling contractor.

- (d) The provisions of subparagraph (c) shall not apply to the extent the delivery of Hazardous Waste from the Transfer Station is attributable to a breach of any of Clay County's obligations to Nassau County arising under this Interlocal Agreement.

5. **RIGHTS AND OBLIGATIONS OF NASSAU COUNTY.**

- (a) On the date the initial term of this Interlocal Agreement commences, Nassau County shall cause to be accepted at the West Nassau Landfill for disposal therein all Solid Waste transported from the Transfer Station and suitable for disposal in the West Nassau Landfill, provided all such Solid Waste has been generated exclusively within the geographic boundaries of Clay County.
- (b) Nassau County shall notify generators and Solid Waste haulers (private and public) whom Nassau County has authorized to deliver Solid Waste to the West Nassau Landfill for disposal therein that Hazardous Waste shall not to be delivered to the West Nassau Landfill. Nassau County shall have the affirmative obligation, and the foregoing notification shall not be deemed to have relieved Nassau County thereof, to use its best efforts to prevent the delivery of Hazardous Wastes to the West Nassau Landfill from any source. As used herein, the term "best efforts" shall mean the implementation, rigorous enforcement, and continuous updating of a Waste Screening Program at the West Nassau Landfill. Upon reasonable request, Nassau County shall furnish to Clay County a copy of its Waste Screening Program documentation.
- (c) Nassau County shall maintain Scales at the West Nassau Landfill as may be required by law and/or any regulatory agency with jurisdiction, and shall cause all Solid Waste delivered from the Transfer Station to be weighed thereon. The results of each such weighing shall be permanently and accurately recorded. Nassau County, at its cost and expense, shall test and recalibrate the Scales as

often as may be required by applicable laws and/or any regulatory agency with jurisdiction, or as may be periodically requested by Clay County. In the event that said testing reveals that the Scales are operating outside of the tolerances allowed under applicable laws and/or by any regulatory agency with jurisdiction, then Nassau County shall immediately adjust its tonnage receipt records by an amount equal to the percentage the Scales are out of tolerance times the number of tons *avoirdufois* delivered from the Transfer Station and received across the Scales from the time at which the Scales first became out of tolerance, as evidenced by a comparison of the weight tickets for loads of Solid Waste departing from the Transfer Station and arriving at the West Nassau Landfill, excluding fuel consumption and other weight loss dynamics normally occurring in transit. If the adjustment reflects a reduction in tonnage *avoirdufois* of Solid Waste, then Nassau County will credit the accounts payable of Clay County and the Transfer Station contractor, respectively, on a *prorata* basis according to the portion of the Disposal Fee paid or owed by each under paragraph 6(b) hereof. If the adjustment reflects an increase in tonnage *avoirdufois* of Solid Waste, then Nassau County will debit the accounts payable of Clay County and the Transfer Station contractor, respectively, on a *prorata* basis according to the portion of the Disposal Fee paid or owed by each under paragraph 6(b) hereof. If Clay County requests Scale testing, and the Scales are found to be operating within the tolerances allowed under applicable laws and/or by any regulatory agency with jurisdiction, Clay County shall pay the full cost of such testing.

- (d) Nassau County shall maintain a weight record containing the weight, date, time, and vehicle identification number of each delivery vehicle transporting Solid Waste from the Transfer Station. Nassau County shall deliver copies of such weight records to Clay County within ten business days following the end of each calendar month.
- (e) In the event that the Scales become inoperable so as to preclude the weighing of vehicles and Solid Waste, then Nassau County shall utilize the weights determined at the Scales located at the Rosemary Hill Landfill as the basis of payment of the Disposal Fees hereinafter provided from Clay County to Nassau County, provided such Scales meet the minimum requirements of applicable law and/or any regulatory agency with jurisdiction. In such event a weight ticket for each load of Solid Waste transported from the Transfer Station to the West Nassau Landfill shall be provided to the hauler for carrying in the delivery vehicle.
- (f) Nassau County shall provide to Clay County a copy of its Fiscal Year-End Summary of tonnage of all Solid Waste received and disposed of in the Class I Solid Waste Disposal Facility at the West Nassau Landfill for the preceding fiscal year by October 31 of each year. Such reporting shall occur for each fiscal year in which Solid Waste is delivered from the Transfer Station to the West Nassau Landfill. For purposes of this Interlocal Agreement, each fiscal year for each party shall run from October 1 through the following September 30.

- (g) Nassau County shall provide to Clay County a copy of its annual aerial survey and of each additional aerial survey procured by it identifying the capacity remaining at the West Nassau Landfill at the time at which the survey is conducted within thirty days of its completion. Promptly upon the request of Clay County made at any time during any calendar year, Nassau County shall cause to be conducted and completed an additional aerial survey identifying the capacity remaining at the West Nassau Landfill at the time at which the survey is conducted, a copy of which survey shall be provided to Clay County within thirty days of its completion. The expense for any such additional survey requested by Clay County in any particular calendar year shall be borne by Clay County.
- (h) Nassau County shall provide Clay County notice of its intent to enter into an agreement for, or otherwise to permit, the receipt and disposal at the West Nassau Landfill of Solid Waste generated outside Nassau County. In no event may Nassau County enter into any agreement or otherwise permit the receipt and disposal at the West Nassau Landfill of Solid Waste generated outside of Nassau County if the impact thereof encroaches upon the Solid Waste Disposal Capacity at the West Nassau County Landfill necessarily reserved to Clay County under the express or implied terms of this Interlocal Agreement, including the provisions of paragraph 7.

6. CONSIDERATION AND DISPOSAL FEES.

- (a) During the first year of the initial term of this Interlocal Agreement, the fee to be charged by Nassau County (the Disposal Fee) for receiving Solid Waste

transported from the Transfer Station for disposal at the West Nassau Landfill shall not exceed \$30.00 per ton *avoirdupois*. Following the first year of the initial term of this Interlocal Agreement, the Disposal Fee shall be adjusted upward or downward from time to time as provided in subparagraph (g). Nassau County shall collect the Disposal Fee from Southland or such other Solid Waste transport contractor the parties may mutually agree upon. Clay County shall not be liable in any way for the payment or collection and remission on behalf of Nassau County of the Disposal Fee, and Nassau County shall have no recourse, remedy or action under this Interlocal Agreement or any other agreement, or otherwise arising at law or in equity, against Clay County for the failure of Southland or such other Solid Waste transport contractor the parties may mutually agree upon to pay the Disposal Fee. To the extent that such recourse, remedies or actions may otherwise arise in favor of Nassau County against Clay County at law or in equity Nassau County specifically and knowingly waives and renounces the same, holding Clay County harmless therefor. Except as provided hereinafter, Nassau County may not refuse to receive Solid Waste transported from the Transfer Station to the West Nassau Landfill for disposal by Southland or such other alternately approved Solid Waste hauler the parties may mutually agree upon based upon the failure of Southland or such other Solid Waste transport contractor to pay the Disposal Fee; provided, following the delivery of sixty days written notice to Clay County that Southland or such other alternately approved Solid Waste hauler is delinquent in paying the Disposal Fee, Nassau County may

refuse to receive Solid Waste transported from the Transfer Station to the West Nassau Landfill for disposal by Southland or such other alternately approved Solid Waste hauler until the delinquent Disposal Fee(s) has or have been paid in full. Upon receipt of said notice, and with the consent of Nassau County, Clay County may select an alternate hauler in order to avoid interruption of continuous access to the West Nassau Landfill for disposal of Solid Waste transported from the Transfer Station. Nassau County shall not unreasonably withhold such consent, nor may it condition such consent upon the payment in part or in full of the delinquent Disposal Fee(s).

- (b) Subparagraph (a) to the contrary notwithstanding, Clay County, at its sole option, shall have the right to pay directly to Nassau County any or all of the Disposal Fee, including the component thereof comprising the capital cost incurred by Nassau County in the acquisition of land for, the design and permitting of, and the construction of the West Nassau Landfill (the Capital Component). Clay County shall notify Nassau County in writing thirty days prior to its commencement or discontinuance of direct payment to Nassau County of any or all of the Disposal Fee; provided, Clay County may only exercise its right periodically to commence or discontinue such direct payment in increments of time having a duration of not less than one hundred and eighty consecutive days; provided further, for purposes of this Interlocal Agreement, Clay County shall already be deemed to have given Nassau County said thirty days notice that it has initially opted to pay the Capital Component, said Capital Component being fixed for the first year of this

Interlocal Agreement in the amount of \$12.06 per ton *avoirdupois*, directly to Nassau County effective upon the commencement of this Interlocal Agreement. The preceding sentence to the contrary notwithstanding, upon receipt of notification regarding the Capital Component, as determined by audit, Clay County shall be deemed to have opted to pay such audited Capital Component unless it shall notify Nassau County within thirty days following said receipt that Clay County shall pay a lesser amount, whereupon Clay County shall have the right to pay such lesser amount. For each ton *avoirdupois* of Solid Waste for which Clay County pays the Capital Component or any other portion of the Disposal Fee directly to Nassau County, the Disposal Fee payable by Southland or such other alternately approved Solid Waste hauler therefor shall be reduced by an equal amount. The Disposal Fee as reduced will be governed under the provisions of subparagraph (a). Nassau County understands and acknowledges that Clay County intends to pay the Capital Component from revenues received by it under Section 212.055(2), Florida Statutes, and that Clay County has no other present funding source for the same. On or before April 1 of each year Nassau County shall provide Clay County with an audited statement prepared in accordance with generally accepted governmental auditing standards (as issued by the Office of the Comptroller General of the United States, and as provided in the Office of Management and Budget Circular A-128, "Audits of State and Local Governments") by Nassau County's lead auditor under Section 11.45, Florida Statutes, disclosing without qualification the portion of the Disposal Fee which

constitutes actual expenses incurred by Nassau County in connection with the Class I Solid Waste Disposal Facility at the West Nassau Landfill during the audited fiscal year that qualify as "infrastructure" under Section 212.055(2), Florida Statutes (the Audited Capital Expenses). Upon reasonable request by Clay County, Nassau County shall furnish to Clay County copies of such records and documents as may be necessary for Clay County to verify the audited figures. Nassau County understands and acknowledges that, for any particular fiscal year, payments remitted by Clay County for the Capital Component that are in excess of the Audited Capital Expenses, as determined by audit, would be unauthorized under Section 212.055(2), Florida Statutes, but for the deposit of the same in the Designated Account as hereinafter provided. Beginning with the audit due April 1, 1996, if the Audited Capital Expenses are determined to be less than the Capital Component per ton *avoirdupois*, Nassau County shall deposit the Excess Funds as hereinafter provided into a designated account (the Designated Account) to be used exclusively by Nassau County for expenditures at the West Nassau Landfill which qualify as "infrastructure" under Section 212.055(2), Florida Statutes. The funds to be so deposited shall be the difference between the Capital Component per ton *avoirdupois*, and the Audited Capital Expenses per ton *avoirdupois* for the immediately preceding year with respect to actual payments made by Clay County during said year (the Excess Funds). If during any year the Audited Capital Expenses per ton *avoirdupois* for the immediately preceding year exceed the Capital Component, per ton *avoirdupois*, then so long as there exists a positive

balance in the Designated Account, Nassau County may withdraw therefrom for its own use an amount determined by multiplying the total tonnage *avoirdupois* of Solid Waste projected to be delivered from the Transfer Station during the year immediately following the year audited times said difference between the Audited Capital Expenses per ton *avoirdupois* and the Capital Component per ton *avoirdupois*. Any such withdrawal shall be reflected in a statement submitted to Clay County setting forth the calculations hereinabove described. If the authorized amount to be withdrawn exceeds the amount then on deposit in the Designated Account, then the negative balance in the Designated Account shall be carried forward to any subsequent year to the benefit of Nassau County; provided, any such negative balance shall be carried for bookkeeping purposes only, and shall not constitute a debt owed by Clay County to Nassau County. Immediately upon the termination of or default by either party to this Interlocal Agreement, Nassau County shall promptly remit the entire remaining balance of the Designated Account, including interest, to Clay County without demand. During the term of this Interlocal Agreement, Nassau County shall invest the funds in the Designated Account on behalf of Clay County as provided in Section 125.31, Florida Statutes. Nassau County shall provide, at the least, semi-annual statements to Clay County reflecting the starting and ending balances, if any, and any deposits in the Designated Account representing interest and return on investment. To the extent the aforesaid investment information for the Designated Account balance is included in the Nassau County Clerk's required

reporting to the Board of County Commissioners of Nassau County, then a copy of such Clerk's report shall also be furnished to Clay County. If the balance, including interest, in the Designated Account ever exceeds the sum of \$250,000, then Nassau County shall promptly remit all such funds in excess of the sum of \$250,000 directly to Clay County without demand.

- (c) Provided it receives the prior consent of Clay County, which consent may not be unreasonably withheld, and provided the West Nassau Landfill is unable to continue to receive Solid Waste, Nassau County may designate an alternate Class I Solid Waste Disposal Facility located within Nassau County for receipt and disposal of Solid Waste transported from the Transfer Station. In such event, and effective sixty days following delivery of written notice from Nassau County to Clay County thereof, Nassau County may unilaterally increase the Disposal Fee and/or the Capital Component only to the extent of the actual cost increase experienced by Nassau County for the disposal of Solid Waste at such facility. In the event of such increase, Clay County may upon furnishing written notice thereof, at its sole option, declare this Interlocal Agreement to be terminated, such termination to be effective at the end of the sixty day notice period provided by Nassau County. All provisions of this Interlocal Agreement otherwise applying to the West Nassau Landfill shall likewise be applicable to said alternate Solid Waste Disposal Facility to the extent reasonably practicable.
- (d) Nassau County shall maintain running records (1) as to quantities of Solid Waste delivered to the West Nassau Landfill from the Transfer Station; and (2), if Clay

County is exercising its option under subparagraph (b) to pay the Capital Component as to the payments owed to Nassau County by Clay County for the Capital Component arising therefrom. Nassau County shall submit monthly invoices setting forth such information as is reasonably required by Clay County, including but not limited to starting balances, debits, credits, and ending balances. Clay County shall remit payment of the Capital Component to Nassau County within forty-five days following receipt of invoice.

- (e) Nassau County, for the duration of this Interlocal Agreement: (1) shall have the continuing obligation, and shall take all actions necessary, to apply for, timely seek renewal of, and maintain in good standing any and all permits, including but not limited to those pertaining to construction, operating, stormwater, environmental matters, as may be necessary for the continuous and lawful operation of a Class I Solid Waste Disposal Facility at the West Nassau Landfill; and (2) shall take no actions which would adversely affect the retention of any and all permits, including but not limited to those pertaining to construction, operating, stormwater, environmental matters, as may be necessary for the continuous and lawful operation of a Class I Solid Waste Disposal Facility at the West Nassau Landfill. In the event any such Permit is not in good standing Clay County shall have the right to terminate this Interlocal Agreement immediately upon written notice to Nassau County. Any other provisions of this Interlocal Agreement to the contrary notwithstanding, immediately upon the complete execution of this Interlocal Agreement by the parties, Nassau County, at its

expense, shall make application to the Department, and all other federal, regional, state and local regulatory agencies with jurisdiction for such Permits or Permit Modification(s) as may be necessary to authorize the receipt and disposal of Solid Waste at the West Nassau Landfill from the Transfer Station. Nassau County shall diligently and expeditiously pursue the issuance of the Permit(s) or Permit Modification(s), and otherwise cooperate with the Department in matters pertaining thereto, and shall vigorously and expeditiously undertake and prosecute any administrative appeals or other litigation, at its expense, necessary to challenge adverse agency action in the issuance of such Permit(s) or Permit Modification(s), or to defend favorable agency action thereunto appertaining challenged by third parties.

- (f) Nassau County, for the duration of this Interlocal Agreement, shall have the continuing obligation to promptly notify Clay County on each occasion it (1) applies for any Permit or Permit Modification issued by any regulatory agency pertaining directly or indirectly to the Class I Solid Waste Disposal Facility at the West Nassau Landfill; (2) receives a warning notice, a notice of violation, or any similar notification from any regulatory agency with respect to the Class I Solid Waste Disposal Facility at the West Nassau Landfill; or (3) receives direction from any regulatory agency to increase Groundwater Monitoring or to develop or implement a Contamination Assessment Plan with respect to the Class I Solid Waste Disposal Facility at the West Nassau Landfill. Nassau County shall furnish to Clay County copies of each Permit received (exclusive of attachments thereto),

of each notice of intent to issue or deny a Permit or Permit Modification, and of each notice pertaining to a Permit or Permit Modification published by it in a newspaper pursuant to a requirement of law or of the regulatory agency issuing the same. Such copies shall be delivered to Clay County within five business days following receipt or publication thereof. Clay County shall also be entitled to receive a copy of any application for Permit or Permit Modification made by Nassau County (exclusive of attachments thereto). When making application for any Permit or Permit Modification, Nassau County shall inquire whether Clay County desires a copy of the same. Clay County shall pay all expenses associated with producing such copy.

- (g) On each October 1, beginning in 1996, the Disposal Fee for the immediately succeeding year shall be adjusted upward or downward on the basis of the percentage of upward or downward change, if any, in the Consumer Price Index - South Group - All Urban Customers - All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (the Index), from the Index number of the Index most recently published prior to August 1, 1995 (the Base Index Number). Utilizing the Index most recently published prior to each August 1 thereafter, beginning in 1996 (the Current Index Number), the Disposal Fee adjustment shall be calculated and become effective for a particular year on each October 1 first occurring after each such August 1, beginning in 1996. If at the time of calculation the Current Index Number is greater or less than the Base Index Number, the Disposal Fee for the immediately succeeding year, beginning

on the said October 1, shall be increased or decreased, as the case may be, from the Disposal Fee which was in effect on the commencement date of the initial term of this Interlocal Agreement, by an amount equal to the percentage by which the Current Index Number exceeds or is less than the Base Index Number.

7. **COMPREHENSIVE PLAN.**

- (a) At its next amendment cycle Nassau County shall transmit, within the meaning of Section 163.3187, Florida Statutes, to the Florida Department of Community Affairs (the DCA) an amendment to its comprehensive plan (the Nassau Plan) providing for the commitment and reservation at the West Nassau Landfill of capacity sufficient to accommodate the Solid Waste Disposal Capacity needs of Clay County through the year 2001. The data and analysis transmitted by Nassau County in support of the proposed Nassau Plan amendment shall conform to the applicable requirements of Chapter 163, Part II, Florida Statutes, and Rule 9J-5, Florida Administrative Code, and shall include the calculation of proportional capacity allocated to and required by each local government disposing of Solid Waste at the West Nassau Landfill, including Clay County, to meet the projected Solid Waste Disposal Capacity needs through the year 2001. At a minimum, said capacity committed and reserved to Clay County shall be quantified at 508,631 tons of Solid Waste.
- (b) The amendment to the Nassau Plan shall provide that the capacity reservation shall be exclusive to Clay County for ten years beginning on the commencement

date of this Interlocal Agreement. Nassau County shall not request review by the DCA of the proposed amendment to the Nassau Plan under Section 163.3184(6)(a), Florida Statutes. Clay County anticipates transmitting to the DCA a proposed amendment to its comprehensive plan (the Clay Plan) which will address the availability of capacity to dispose of Solid Waste generated in Clay County through the year 2001. Until the proposed amendments to the Nassau Plan and to the Clay Plan discussed hereinabove have been formally adopted by Nassau County and Clay County, respectively, and have become effective under the provisions of Chapter 163, Part II, Florida Statutes, Clay County shall have no obligations under this Interlocal Agreement unless it voluntarily assumes the same at its sole option.

- (c) Pursuant to Section 163.3184(3)(a), Florida Statutes, Nassau County shall provide written notice to Clay County of any subsequent proposed amendment to the Nassau Plan updating or revising data and analysis, or goals, objectives or policies of the Nassau Plan directly or indirectly impacting the disposal of Solid Waste, including but not limited to changes to availability of capacity or level of service at the West Nassau Landfill.

8. MISCELLANEOUS.

- (a) **Limitations Upon Consent.** Whenever, under the terms of this Interlocal Agreement, either party is called upon to give its written consent, and except as provided under subparagraph (g), such written consent will not be unreasonably withheld.

- (b) Form of Consent. All consents and approvals of any kind required under this Interlocal Agreement shall be in writing. Whenever under the terms of this Interlocal Agreement either party is authorized to give consent, such consent may be given and shall be conclusively evidenced by a writing executed by an appropriate officer.
- (c) Notices, Documents, and Consents. All notices required to be given or authorized to be given by any party pursuant to this Interlocal Agreement shall be in writing and shall be deemed delivered when served personally, when deposited with the United States Postal Service for delivery by certified mail, or when deposited with nationally recognized overnight delivery service for delivery:

To Nassau County:

Nassau County Coordinator
Nassau County Courthouse
416 Center Street
Post Office Box 1010
Fernandina Beach, FL 32034

To Clay County:

Clay County Manager
Clay County Administration
Building
477 Houston Street
Post Office Box 1366
Green Cove Springs, FL 32043

- (d) Amendments. This Interlocal Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto.
- (e) Severability. If any provisions of this Interlocal Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Interlocal Agreement, and this Interlocal Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

- (f) Execution of Documents. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Interlocal Agreement.
- (g) Assignment. Neither party may assign, transfer, or otherwise vest in any other person, any of its rights or obligations under this Interlocal Agreement without the prior written consent of the other party. Except as otherwise expressly provided elsewhere in this Interlocal Agreement, such consent may be withheld for any or no reason, the provisions of subparagraph (a) to the contrary notwithstanding.
- (h) Successors and Assigns. This Interlocal Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- (i) Waiver. No waiver by either party of any term or condition of this Interlocal Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this Interlocal Agreement. Making payments pursuant to this Interlocal Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such payment.
- (j) Governing Law and Venue. This Interlocal Agreement shall be governed and construed under and pursuant to the laws of the State of Florida, and the United States of America. Unless the parties otherwise agree, the venue of any action or

proceeding brought under the provisions of this Interlocal Agreement shall be Duval County, Florida.

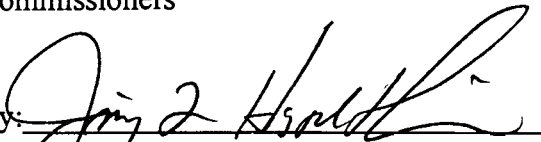
- (k) Confidentiality. All written materials and oral communications between either party shall be deemed public information and shall remain a matter of public record in perpetuity unless otherwise provided or allowed by law.
- (l) Time is of the Essence. Time is of the essence with respect to this Interlocal Agreement and each of its terms and provisions.
- (m) Remedies. Each party shall have the right to seek the judicial enforcement and interpretation of this Interlocal Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Interlocal Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.
- (n) Attorneys' Fees and Costs. In the event of any action or administrative proceeding between the parties arising under this Interlocal Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees and costs, including such fees and costs incurred by it in the pursuit of any appellate proceedings, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency.
- (o) Nassau County's Indemnification. Subject to and within the limits set forth in Section 768.28, Florida Statutes, and as otherwise limited or prohibited by law, Nassau County shall indemnify Clay County fully and hold it harmless for and on account of any injuries or damages sustained or costs incurred by Nassau County

or any third party, and for any and all tort liability attributable to Clay County or other liability attributable to Clay County, strict or otherwise, arising under the various and sundry laws, and the rules and regulations promulgated thereunder, of any federal, state, regional or local governmental entity or agency thereof pertaining to environmental protection, as a result of Nassau County's ownership or operation of the West Nassau Landfill. Such indemnification shall include the duty on the part of Nassau County (1) to defend Clay County, and to pay all attorneys fees and costs arising from such defense, including those associated with proceedings before regulatory agencies, actions at law or equity, and appeals from decisions rendered thereunder; and (2) to undertake all actions and pay all fines, penalties, damages and costs levied which Clay County otherwise is legally obligated to undertake or pay.

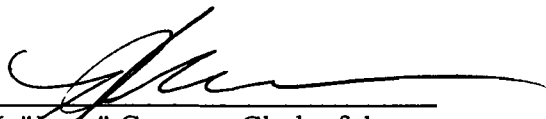
- (p) With respect to tort liability, the provisions of subparagraph (o) shall not apply to the extent the active negligence on the part of Clay County (but not of Clay County's hauling contractor or of its subcontractor) is the proximate cause of the matter(s) to which the indemnification from Nassau County to Clay County provided thereunder otherwise would apply. With respect to any environmental protection liability attributable to Clay County as referenced under subparagraph (o), the provisions of said subparagraph (o) shall not apply to the extent that such liability is causally connected with and arises from a breach on the part of Clay County under this Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement
as of the date and year first above written.

NASSAU COUNTY, a political subdivision of the
State of Florida, by and through its Board of County
Commissioners

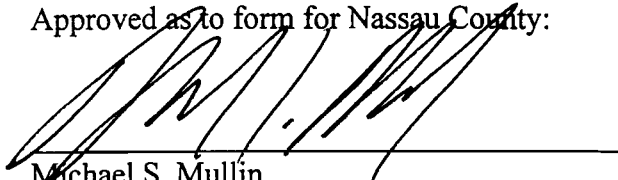
By: 
JIMMY L. HIGGINBOTHAM
Its Chairman

Attest:


T. J. "Jerry" Greeson, Clerk of the
Circuit Court of Nassau County,
and ex-officio Clerk of its Board of
County Commissioners

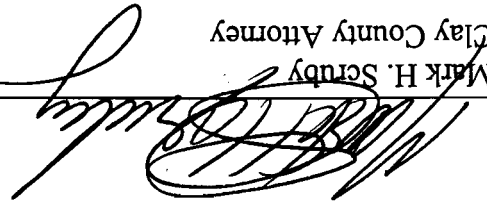
[Nassau County Seal]

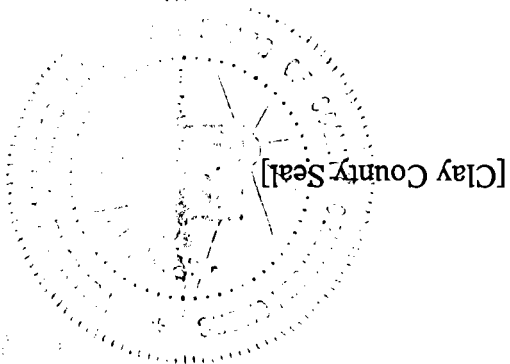
Approved as to form for Nassau County:


Michael S. Mullin
Nassau County Attorney

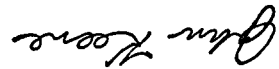
CLAY COUNTY, a political subdivision of the
State of Florida, by and through its Board of County
Commissioners

By: 
PATRICK D. McGOVERN
Its Chairman

Approved as to form for Clay County:

Mark H. Scruby
Clay County Attorney



John Keene, Clerk of the
Circuit Court of Clay County,
and ex-officio Clerk of its Board of
County Commissioners



Attest: