



**SERVICE AGREEMENT**  
NON HAZARDOUS WASTES

Renewal Contract   
SIC Code 91  
Type of Business County Government

**WASTE MANAGEMENT**

WASTE MANAGEMENT  
JACKSONVILLE WASTE CONTROL  
6501 GREENLAND ROAD  
JACKSONVILLE, FL 32258  
PHONE 904-260-1592  
FAX 904-260-4449

370-1930

**WM 1441569**

CUSTOMER ACCOUNT NO. \_\_\_\_\_  
REASON CODE NBO  
EFFECTIVE DATE 7-13-04

ACCOUNT NAME NASSAU CO.  
SERVICE ADDRESS Island Walk Shopping Center  
Sadler Spence Parking lot  
CITY, ZIP Fernandina Beach Fl. 32034  
COUNTY/PARISH NASSAU  
TEL # 904-277-7214 FAX # 904-277-7213  
CONTACT DANIEL SALMON

BILLING NAME NASSAU Co. Board of County Comm  
BILLING ADDRESS P.O. Box 4000  
Administrative Services  
CITY, ZIP Fernandina Beach Fl 32035  
COUNTY/PARISH NASSAU  
TEL # 904-321-5916 FAX # \_\_\_\_\_  
CONTACT Cathy Lewis

**EQUIPMENT/SERVICE SPECIFICATIONS**

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)
	RO	1	30yd				2x month		Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ 178 <sup>00</sup> Month Lift <input checked="" type="checkbox"/>
							every other week		Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ 61 <sup>50</sup> per day Month Lift <input checked="" type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ Month Lift <input type="checkbox"/>
Map Code / Driver Notes:										\$ 401 <sup>00</sup> Total Month Lift <input checked="" type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ -83 <sup>33</sup> month Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ Month Lift <input checked="" type="checkbox"/>
NET CHANGE										\$ 317.67

**SPECIAL INSTRUCTIONS**

**WM 1441569**

Plastic Recycle Bin (Roll-off) Sadler Rd - Publix Parking lot

CUSTOMER DEPOSIT \_\_\_\_\_ RENEWABLE \_\_\_\_\_  
P.O. NUMBER \_\_\_\_\_  
JOB NUMBER \_\_\_\_\_  
RECEIPT REQUIRED? \_\_\_\_\_ BILL TO ACCT # \_\_\_\_\_  
TAXABLE \_\_\_\_\_ DISPOSAL SITE \_\_\_\_\_

**SCHEDULE OF CHARGES**

Service Charge per Month	\$ _____
Casters/Locks	\$ _____
Extra Pick-up Charges	\$ _____
Per Lift	\$ _____
Per Yard	\$ _____
Per Ton	\$ _____
Hauling per Load	\$ _____
Disposal per Ton	\$ _____
Disposal per Load	\$ _____
Total per Load	\$ _____
Delivery Charge	\$ _____
Scheduled Charge	\$ _____
Removal Charge	\$ _____
Trip Charge	\$ _____
Franchise Fees	\$ _____
Minimum Charge per Month	\$ _____

TERMS: NET 10 DAYS

CUSTOMER  
X Floyd Vanzant  
(AUTHORIZED SIGNATURE)  
Chairman, Bd County Comm 8-11-04  
(TITLE) (DATE)  
NAME (PRINT OR TYPE) Floyd L. Vanzant  
6051-SRE (Rev 02/01)

CONTRACTOR  
Ker Walker 753-0176  
(AUTHORIZED SIGNATURE) 81  
7-13-04  
TERRITORY NUMBER (DATE)

# COLLECTION SERVICE AGREEMENT

## TERMS AND CONDITIONS

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. **TERM.** The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. *Renewable Oct 1 each year*

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have sole custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (1) if the remaining initial term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; (2) if the remaining initial term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; (3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or (4) if the remaining Renewal term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement. *11/27/04*

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. *10 days to respond 11/27/04*

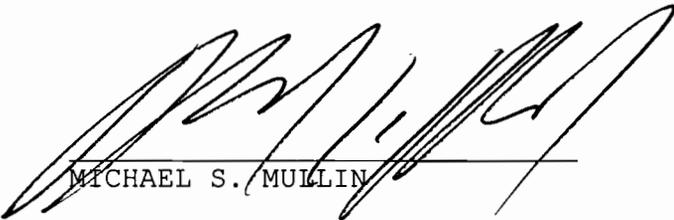
10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys fees and court costs.

ATTEST:



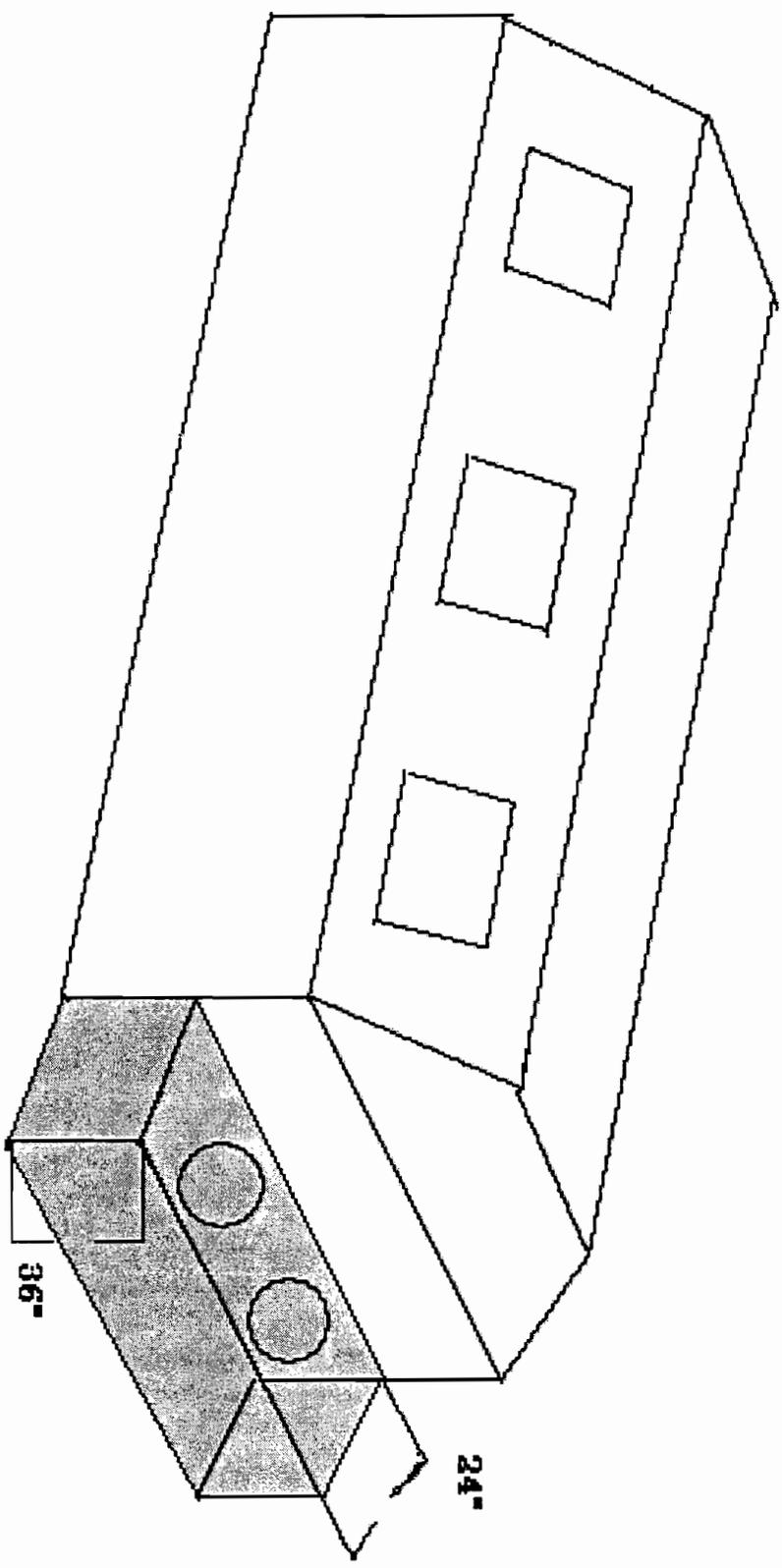
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

Dimensions are 36" tall x 24" wide with two 16" diameter openings on the top. The bottom will be hinged and locked for dumping purposes.





Nassau County Board of County Commissioners  
Administrative Services Department  
96160 Nassau Place  
Yulee, Florida 32097

Cathy Lewis-Interim  
Administrative Services  
Director

**MEMORANDUM**

**TO: Joyce Bradley, Clerk of Courts Office-Administration**

**FROM: g Cathy Lewis, Administrative Services Department**

**SUBJECT: Waste Management Contract-Recycling Bin-Island Walk**

**DATE: August 18, 2004**

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Attached is the original service agreement with Waste Management for the plastics recycling bin located at the Island Walk Shopping Center. The contract was approved by the Board on 8/9/04 and brought back to the Board on 8/11/04 with a reduction (discount) of \$1,000 for fiscal year 04/05, estimated at \$317.67 per month. The contract term for 7/13/04-9/30/04 is estimated at \$401 per month, does not include a discount, and is payable from Commissioners 1 and 2 discretionary accounts. The Board must decide before October 1, 2004 if they want to renew the agreement and identify the funding source.

Could you please have Chairman Vanzant sign the service agreement? I have been working with Ken Walker, Waste Management, regarding this contract and if possible would like for him to be given the fully executed agreement. His cell number is 753-0176. Let me know if you want me to get the signed contract to him. Thanks for everything that you do!

attachment

YULEE/FERNANDINA  
(904) 321-5915  
FAX (904) 321-5917

TOLL FREE  
1-800-789-6673  
1 800-948-3364