



**ARTICLE IV  
TITLE**

WSI shall acquire title to the Waste Material when it is loaded into WSI's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless WSI from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in WSI's trucks, containers or other equipment. Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable material set forth above. In the event that any recyclable material furnished to WSI by Customer is, due to presence of contaminants, rejected by a potential purchaser or otherwise is determined by WSI not to be resalable or to have a reduced resale value, WSI may in addition to its other revenues, require Customer to pay WSI, as liquidation damages and not as a penalty, the charges incurred by WSI (plus overhead and profit) for hauling, processing and/or disposal of such material and for the reduction in resale value of such material.

**ARTICLE V  
PAYMENTS**

Customer agrees to pay WSI on a monthly basis for the services and/or equipment furnished by WSI in accordance with the charges and rates provided for herein. Payment shall be made by Customer to WSI within ten (10) days of the receipt of an invoice from WSI. WSI may impose and Customer agrees to pay a late fee for all past due payments, such late fee as determined by WSI in an amount not to exceed the maximum rate for same allowed by applicable law. Customer will pay WSI a standard recycling services and equipment charge set forth above (irrespective of changing commodity values), however, WSI may from time to time issue a credit against such standard charge in an amount determined by WSI in its discretion to generally reflect changing values of commodities provided hereunder over the long term as well as other market factors. Customer shall continue to provide, and WSI shall continue to receive, recyclable material from Customer in accordance with the terms of this Agreement for the term hereof, notwithstanding the amount of any recycling credit issued by WSI or changing commodity values.

**ARTICLE VI  
RATE ADJUSTMENTS**

Because disposal and fuel costs constitute a significant portion of the cost of WSI's services provided hereunder, Customer agrees that WSI may increase the rates hereunder proportionately to adjust for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that WSI may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that WSI may also proportionately pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials, increases in WSI's costs due to changes in local, state or federal rules, ordinances or regulations applicable to WSI's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to WSI (other than income or real property taxes). WSI may only increase rates for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.

**ARTICLE VII  
SERVICE CHARGES**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Customer within the area in which WSI provides collection service.

**ARTICLE VIII  
RESPONSIBILITY FOR EQUIPMENT**

The equipment furnished hereunder by WSI shall remain the property of WSI, however Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from WSI's handling of the equipment) and for its contents. Customer agrees not to overload (by load or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless WSI against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, WSI will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access, however, WSI reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.

**ARTICLE IX  
DAMAGE TO PAVEMENT**

Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of WSI's vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing or other driving surfaces resulting from the weight of WSI's vehicles providing service at the Customer location.

**ARTICLE X  
LIQUIDATED DAMAGES**

In the event Customer terminates this Agreement prior to its expiration other than as a result of a breach by WSI or WSI terminates this Agreement for Customer's breach (including nonpayment), Customer agrees to pay to WSI as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to WSI in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay WSI all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and WSI refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by WSI as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XI  
SUSPENSION AND TERMINATION FOR CAUSE**

If during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII  
ASSIGNMENT**

Customer shall not assign this Agreement without the prior written consent of WSI, which shall not be unreasonably withheld.

**ARTICLE XIII  
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES**

WSI values the opportunity to meet all of Customer's nonhazardous waste collection and disposal needs. Customer will provide WSI the opportunity to meet those needs and to provide, on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this Agreement.

**ARTICLE XIV  
EXCUSED PERFORMANCE**

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

**ARTICLE XV  
BINDING EFFECT**

This Agreement is a legally binding contract on the part of both WSI and Customer and their respective heirs, successors and assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI  
ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.

Non appropriation Clause:

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Service Agreement, Nassau County will immediately notify WSI of such occurrence and this Service Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to County, except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.



**ARTICLE IV  
TITLE**

WSI shall acquire title to the Waste Material when it is loaded into WSI's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless WSI from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in WSI's trucks, containers or other equipment. Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable material set forth above. In the event that any recyclable material furnished to WSI by Customer is, due to presence of contaminants, rejected by a potential purchaser or otherwise is determined by WSI not to be resalable or to have a reduced resale value, WSI may in addition to its other revenues, require Customer to pay WSI, as liquidation damages and not as a penalty, the charges incurred by WSI (plus overhead and profit) for hauling, processing and/or disposal of such material and for the reduction in resale value of such material.

**ARTICLE V  
PAYMENTS**

Customer agrees to pay WSI on a monthly basis for the services and/or equipment furnished by WSI in accordance with the charges and rates provided for herein. Payment shall be made by Customer to WSI within ten (10) days of the receipt of an invoice from WSI. WSI may impose and Customer agrees to pay a late fee for all past due payments, such late fee as determined by WSI in an amount not to exceed the maximum rate for same allowed by applicable law. Customer will pay WSI a standard recycling services and equipment charge set forth above (irrespective of changing commodity values), however, WSI may from time to time issue a credit against such standard charge in an amount determined by WSI in its discretion to generally reflect changing values of commodities provided hereunder over the long term as well as other market factors. Customer shall continue to provide, and WSI shall continue to receive, recyclable material from Customer in accordance with the terms of this Agreement for the term hereof notwithstanding the amount of any recycling credit issued by WSI or changing commodity values.

**ARTICLE VI  
RATE ADJUSTMENTS**

Because disposal and fuel costs constitute a significant portion of the cost of WSI's services provided hereunder, Customer agrees that WSI may increase the rates hereunder proportionately to adjust for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that WSI may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that WSI may also proportionately pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials, increases in WSI's costs due to changes in local, state or federal rules, ordinances or regulations applicable to WSI's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to WSI (other than income or real property taxes). WSI may only increase rates for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.

**ARTICLE VII  
SERVICE CHARGES**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Customer within the area in which WSI provides collection service.

**ARTICLE VIII  
RESPONSIBILITY FOR EQUIPMENT**

The equipment furnished hereunder by WSI shall remain the property of WSI, however Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from WSI's handling of the equipment) and for its contents. Customer agrees not to overload (by load or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless WSI against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, WSI will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, WSI reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.

**ARTICLE IX  
DAMAGE TO PAVEMENT**

Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of WSI's vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing or other driving surfaces resulting from the weight of WSI's vehicles providing service at the Customer location.

**ARTICLE X  
LIQUIDATED DAMAGES**

In the event Customer terminates this Agreement prior to its expiration other than as a result of a breach by WSI or WSI terminates this Agreement for Customer's breach (including nonpayment), Customer agrees to pay to WSI as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to WSI in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay WSI all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and WSI refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by WSI as a result of such action including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XI  
SUSPENSION AND TERMINATION FOR CAUSE**

If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination which shall become effective upon receipt of such notice.

**ARTICLE XII  
ASSIGNMENT**

Customer shall not assign this Agreement without the prior written consent of WSI, which shall not be unreasonably withheld.

**ARTICLE XIII  
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES**

WSI values the opportunity to meet all of Customer's nonhazardous waste collection and disposal needs. Customer will provide WSI the opportunity to meet those needs and to provide, on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this Agreement.

**ARTICLE XIV  
EXCUSED PERFORMANCE**

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

**ARTICLE XV  
BINDING EFFECT**

This Agreement is a legally binding contract on the part of both WSI and Customer and their respective heirs, successors and assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI  
ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.

Non appropriation Clause:

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Service Agreement, Nassau County will immediately notify WSI of such occurrence and this Service Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to County, except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.



# SERVICE AGREEMENT

ACCOUNT NO. 03007446 LOCATION CODE: 101 REASON CODE:       
 NEW ACCOUNT  REINSTATE CUSTOMER  OTHER CHANGE SALESPERSON:       
 NEW SERVICE LOCATION  CHANGE SERVICE LEVEL CMS DISTRICT #: 111711 SALES TERRITORY:     

**BILLING INFORMATION**

CUSTOMER (BUSINESS) NAME Financial Svcs Corp  
 OR: LAST FIRST PREFIX SUFFIX  
 STREET NUMBER: 10000  
 STREET NAME: 10000  
 CITY: Fort Lauderdale STATE: FL  
 ZIP: 33305 PHONE: (304) 321-5740  
 CONTACT: Jill  
 NUMBER OF INVOICES REQUIRED: 1  
 INV. PAGE BRK BY SERV LOC. (Y/N)     

**SERVICE LOCATION INFORMATION**

CUSTOMER NAME Nassau Cr-Wilson Neck  
 OR: LAST FIRST PREFIX SUFFIX  
 STREET NUMBER: 1301  
 STREET NAME: Walter Rd E  
 CITY: Wilton COUNTY:       
 STATE: FL  
 ZIP: 32097 PHONE: (304) 321-5790  
 CONTACT: Jill

**SERVICE DESCRIPTION**

LINE NO	SYSTEM	QTY	CONT. SIZE	VOL CODE	FREQ	COMP	ON CALL	PICK UP / HAUL RATE	EST. HAULS	ZERO TCKT FLAG	EST. MNTS.	DISP. SITE	MIN HAULS	MIN. HAUL RATE	MONTHLY EQUIP. CHARGES
N	1	1	90.0	YD				8							20.00
E	2			YD											
W	3			YD											
O	1			YD											
L	2			YD											
D	3			YD											

OTHER SERVICES: \_\_\_\_\_  
 OTHER CHARGES: \_\_\_\_\_

CUSTOMER DEPOSITS: \_\_\_\_\_ RECEIPTS REQUIRED? N (Y/N) SYSTEM CP NO. \_\_\_\_\_  
 DEPOSIT RETURN DATE: \_\_\_\_\_ SPECIAL BILLING? N (Y/N)  
 SPECIAL EVENT END DATE: \_\_\_\_\_ C.O.D.? N (Y/N)  
 P.O. NUMBER: \_\_\_\_\_ P.O. DURATION: \_\_\_\_\_  
 P.O. AMENDMENT NUMBER: \_\_\_\_\_ P.O. EFF. DATE: \_\_\_\_\_ P.O. END DATE: \_\_\_\_\_  
 JOB NUMBER: \_\_\_\_\_ JOB EST. COMPL DATE: \_\_\_\_\_

AFFILIATION:                                        

SPECIAL INSTRUCTIONS: \_\_\_\_\_

Date of Agreement: 01 121 01 Effective Service Date: 01 121 04

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

TERMS: NET 10 DAYS

     (CUSTOMER NAME)  
 BY (SIGNATURE)       
 NAME (PLEASE TYPE OR PRINT): FLOD VANDIT  
 BY/TITLE GM TITLE (PLEASE TYPE OR PRINT):     

### TERMS AND CONDITIONS

#### ARTICLE I SERVICES RENDERED

Customer grants to the undersigned (WSI) the exclusive right to collect and dispose of all of Customer's Waste Materials (which include recyclable materials) and agrees to make the payments as provided for herein and WSI agrees to furnish such services and equipment specified above, all in accordance with the terms of this Agreement. WSI shall have no confidentiality obligation with respect to any recyclable materials except to the extent set forth in WSI's form of Confidentiality Addendum separately entered into by WSI and Customer and expressly referencing this Service Agreement.

#### ARTICLE II TERM

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS FIVE YEARS FROM THE DATE WSI'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION ("EFFECTIVE SERVICE DATE"). THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE THREE YEAR TERMS (THE "RENEWAL TERM") THEREAFTER UNLESS EITHER PARTY SHALL GIVE WRITTEN NOTICE OF TERMINATION BY CERTIFIED MAIL TO THE OTHER AT LEAST SIXTY (60) DAYS PRIOR TO THE TERMINATION OF THE INITIAL TERM OR ANY RENEWAL TERM.

#### ARTICLE III WASTE MATERIALS

The Waste Material to be collected and disposed of by WSI pursuant to this Agreement is all solid waste (including recyclable materials) generated by Customer (the "Waste Material"). Waste Material specifically excludes and Customer agrees not to deposit in WSI's equipment or place for collection by WSI any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state, provincial or local laws or regulations ("Excluded Waste").

The Terms and Conditions continue on the reverse side of this page.

WITNESSES:

      
 W.M. "Chip" O'Neil, Sr.  
 WSI-Official Client

APPROVED AND SO FORN BY THE  
 Nassau County Attorney  
      
 Michael S. Finkler

CUSTOMER COPY

**ARTICLE IV  
TITLE**

WSI shall acquire title to the Waste Material when it is loaded into WSI's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless WSI from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in WSI's trucks, containers or other equipment. Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable material set forth above. In the event that any recyclable material furnished to WSI by Customer is, due to presence of contaminants, rejected by a potential purchaser or otherwise is determined by WSI not to be resalable or to have a reduced resale value, WSI may in addition to its other revenues, require Customer to pay WSI, as liquidation damages and not as a penalty, the charges incurred by WSI (plus overhead and profit) for hauling, processing and/or disposal of such material and for the reduction in resale value of such material.

**ARTICLE V  
PAYMENTS**

Customer agrees to pay WSI on a monthly basis for the services and/or equipment furnished by WSI in accordance with the charges and rates provided for herein. Payment shall be made by Customer to WSI within ten (10) days of the receipt of an invoice from WSI. WSI may impose and Customer agrees to pay a late fee for all past due payments, such late fee as determined by WSI in an amount not to exceed the maximum rate for same allowed by applicable law. Customer will pay WSI a standard recycling services and equipment charge set forth above (irrespective of changing commodity values), however, WSI may from time to time issue a credit against such standard charge in an amount determined by WSI in its discretion to generally reflect changing values of commodities provided hereunder over the long term as well as other market factors. Customer shall continue to provide, and WSI shall continue to receive, recyclable material from Customer in accordance with the terms of this Agreement for the term hereof notwithstanding the amount of any recycling credit issued by WSI or changing commodity values.

**ARTICLE VI  
RATE ADJUSTMENTS**

Because disposal and fuel costs constitute a significant portion of the cost of WSI's services provided hereunder, Customer agrees that WSI may increase the rates hereunder proportionately to adjust for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that WSI may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that WSI may also proportionately pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials, increases in WSI's costs due to changes in local, state or federal rules, ordinances or regulations applicable to WSI's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to WSI (other than income or real property taxes). WSI may only increase rates for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.

**ARTICLE VII  
SERVICE CHARGES**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Customer within the area in which WSI provides collection service.

**ARTICLE VIII  
RESPONSIBILITY FOR EQUIPMENT**

The equipment furnished hereunder by WSI shall remain the property of WSI, however Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from WSI's handling of the equipment) and for its contents. Customer agrees not to overload (by load or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless WSI against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, WSI will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access, however, WSI reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.

**ARTICLE IX  
DAMAGE TO PAVEMENT**

Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of WSI's vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing or other driving surfaces resulting from the weight of WSI's vehicles providing service at the Customer location.

**ARTICLE X  
LIQUIDATED DAMAGES**

In the event Customer terminates this Agreement prior to its expiration other than as a result of a breach by WSI or WSI terminates this Agreement for Customer's breach (including nonpayment), Customer agrees to pay to WSI as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to WSI in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay WSI all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and WSI refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by WSI as a result of such action including to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XI  
SUSPENSION AND TERMINATION FOR CAUSE**

If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII  
ASSIGNMENT**

Customer shall not assign this Agreement without the prior written consent of WSI, which shall not be unreasonably withheld.

**ARTICLE XIII  
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES**

WSI values the opportunity to meet all of Customer's nonhazardous waste collection and disposal needs. Customer will provide WSI the opportunity to meet those needs and to provide, on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this Agreement.

**ARTICLE XIV  
EXCUSED PERFORMANCE**

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

**ARTICLE XV  
BINDING EFFECT**

This Agreement is a legally binding contract on the part of both WSI and Customer and their respective heirs, successors and assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI  
ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.

Non appropriation Clause:

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Service Agreement, Nassau County will immediately notify WSI of such occurrence and this Service Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to County, except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

Non appropriation Clause:

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Service Agreement, Nassau County will immediately notify WSI of such occurrence and this Service Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to County, except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

**Agenda Request For:** *February 11, 2004*

**Department:** *Parks and Recreation*

**Background:** *The attached contracts are for trash removal services at the County boat ramps.*

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:**

**Action requested and recommendation:**

*Request the board to authorize the chairperson to sign agreements with Waste Services of Florida for the following locations:*

- 1. Edwards Road boat ramp*
- 2. Kings Ferry boat ramp*
- 3. Scotts Landing boat ramp*
- 4. Wilson Neck boat ramp*

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?**

**Funding Source:** *01720572-543000*

**Reviewed by:**

**Legal:**

**Finance:**

**Committee:** *Howard Vanzant*

RECEIVED  
COUNTY COORDINATORS  
OFFICE  
04 JAN 28 PM 1:32

**APPROVED**

DATE 2-11-04 JKB

**Agenda Request For:** *February 11, 2004*

**Department:** *Parks and Recreation*

**Background:** *The attached contracts are for trash removal services at the County boat ramps.*

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:**

**Action requested and recommendation:**

*Request the board to authorize the chairperson to sign agreements with Waste Services of Florida for the following locations:*

1. *Edwards Road boat ramp*  $\$20.60/\text{mo} \times 9\text{ mo} = \$185.40$
  2. *Kings Ferry boat ramp*  $\$20.60/\text{mo} \times 9\text{ mo} = \$185.40$
  3. *Scotts Landing boat ramp*  $\$55/\text{mo} \times 9\text{ mo} = \$495$
  4. *Wilson Neck boat ramp*  $\$20.60/\text{mo} \times 9\text{ mo} = \$185.40$
- \$1,051.20

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?**

**Funding Source:** *01720572-543000 → funds available 5/21/04*

**Reviewed by:**

**Legal:**

**Finance:**

**Committee:**

02/03/2004  
09:57:47

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

PAGE 1  
glytdbud

FOR 2004 99

001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
001	GENERAL FUND							
-----								
01720572	PARKS AND RECREATION							
-----								
01720572	543000 UTILITY SERVICES	25,000	0	25,000	7,135.97	.00	17,864.03	28.5%
	TOTAL PARKS AND RECREATION	25,000	0	25,000	7,135.97	.00	17,864.03	28.5%
	TOTAL GENERAL FUND	25,000	0	25,000	7,135.97	.00	17,864.03	28.5%
	TOTAL EXPENSES	25,000	0	25,000	7,135.97	.00	17,864.03	
	GRAND TOTAL	25,000	0	25,000	7,135.97	.00	17,864.03	28.5%



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

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

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

February 19, 2004

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

Mr. Steve Wright  
General Manager  
Waste Services of Florida, Inc.  
450496 State Road 200  
Callahan, FL 32011

Dear Mr. Wright:

Enclosed please find the agreements with your firm for trash removal services at the Edwards Road, Kings Ferry, Scotts Landing and Wilson Neck Boat Ramp areas, which were approved by the Board on February 11, 2004, along with a copy of the attached sheet regarding the non appropriation clause language which should be attached to each of the agreements.

Please execute the agreements on behalf of your company and return the originals of each of the service agreements to my office in the enclosed self-addressed envelope. Please retain a copy of the attached sheet regarding the non appropriation clause language with your copy of the agreements.

Thank you for your prompt attention to this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

JMO:jb

Enclosures

CC: Jeff Little, Parks and Recreation Director

January 12, 2004



Dear Valued Customer:

We are pleased to announce a very exciting time for us here at Waste Services of Florida, Inc. We are in the process of merging with BFI/Allied Waste, which allows us to expand into a new market, and continue to provide the highest level of quality service you as a valued customer has come to expect.

To help us better serve you, we are in the process of updating all records to ensure accurate information. Inside this package are items that need to be reviewed by you, the customer. Here is a list of the contents the packet will include. We appreciate your cooperation and look forward to a long and prosperous relationship.

1. Cover letter
2. SCR form - please review and complete this form. It will be used to help us rate and understand our service.
3. Service Agreement - Review and verify rates, billing, and service information. Sign and date.
4. Coupon Certificate - For all your help we are offering a \$10.00 credit to appear on your next monthly invoice. Just return the completed packet to our office within ten (10) business days of receipt.
5. Self-addressed, stamped envelope - For your convenience.

If you would like to meet with any of our staff, including myself, please feel free to call me at (904) 879-2301. I will be glad to discuss any comments or concerns you may have. Also, we cordially invite you to our Open House on February 7, 2004 between the hours of 12:00pm and 3:00pm. This is a chance for our valued customers to come out and meet our great staff.

Sincerely,

Steve Wright  
General Manager  
Waste Services of Florida, Inc.



**ARTICLE IV  
TITLE**

WSI shall acquire title to the Waste Material when it is loaded into WSI's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless WSI from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in WSI's trucks, containers or other equipment. Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable material set forth above. In the event that any recyclable material furnished to WSI by Customer is, due to presence of contaminants, rejected by a potential purchaser or otherwise is determined by WSI not to be resalable or to have a reduced resale value, WSI may in addition to its other revenues, require Customer to pay WSI, as liquidation damages and not as a penalty, the charges incurred by WSI (plus overhead and profit) for hauling, processing and/or disposal of such material and for the reduction in resale value of such material.

**ARTICLE V  
PAYMENTS**

Customer agrees to pay WSI on a monthly basis for the services and/or equipment furnished by WSI in accordance with the charges and rates provided for herein. Payment shall be made by Customer to WSI within ten (10) days of the receipt of an invoice from WSI. WSI may impose and Customer agrees to pay a late fee for all past due payments, such late fee as determined by WSI in an amount not to exceed the maximum rate for same allowed by applicable law. Customer will pay WSI a standard recycling services and equipment charge set forth above (irrespective of changing commodity values), however, WSI may from time to time issue a credit against such standard charge in an amount determined by WSI in its discretion to generally reflect changing values of commodities provided hereunder over the long term as well as other market factors. Customer shall continue to provide, and WSI shall continue to receive, recyclable material from Customer in accordance with the terms of this Agreement for the term hereof notwithstanding the amount of any recycling credit issued by WSI or changing commodity values.

**ARTICLE VI  
RATE ADJUSTMENTS**

Because disposal and fuel costs constitute a significant portion of the cost of WSI's services provided hereunder, Customer agrees that WSI may increase the rates hereunder proportionately to adjust for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that WSI may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that WSI may also proportionately pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials, increases in WSI's costs due to changes in local, state or federal rules, ordinances or regulations applicable to WSI's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to WSI (other than income or real property taxes). WSI may only increase rates for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.

**ARTICLE VII  
SERVICE CHARGES**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Customer within the area in which WSI provides collection service.

**ARTICLE VIII  
RESPONSIBILITY FOR EQUIPMENT**

The equipment furnished hereunder by WSI shall remain the property of WSI, however Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from WSI's handling of the equipment) and for its contents. Customer agrees not to overload (by load or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless WSI against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, WSI will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, WSI reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.

**ARTICLE IX  
DAMAGE TO PAVEMENT**

Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of WSI's vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing or other driving surfaces resulting from the weight of WSI's vehicles providing service at the Customer location.

**ARTICLE X  
LIQUIDATED DAMAGES**

In the event Customer terminates this Agreement prior to its expiration other than as a result of a breach by WSI or WSI terminates this Agreement for Customer's breach (including nonpayment), Customer agrees to pay to WSI as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to WSI in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay WSI all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and WSI refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by WSI as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XI  
SUSPENSION AND TERMINATION FOR CAUSE**

If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII  
ASSIGNMENT**

Customer shall not assign this Agreement without the prior written consent of WSI, which shall not be unreasonably withheld.

**ARTICLE XIII  
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES**

WSI values the opportunity to meet all of Customer's nonhazardous waste collection and disposal needs. Customer will provide WSI the opportunity to meet those needs and to provide, on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this Agreement.

**ARTICLE XIV  
EXCUSED PERFORMANCE**

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

**ARTICLE XV  
BINDING EFFECT**

This Agreement is a legally binding contract on the part of both WSI and Customer and their respective heirs, successors and assigns in accordance with the terms and conditions set out herein.

**ARTICLE XVI  
ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral that may exist between the parties regarding same.

Non appropriation Clause:

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Service Agreement, Nassau County will immediately notify WSI of such occurrence and this Service Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to County, except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.