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**AGREEMENT AND LEASE
FOR YARD TRASH PROCESSING SERVICES
BETWEEN MARTIN COUNTY AND CAMO FARMS, INC.**

The attached AGREEMENT AND LEASE FOR YARD TRASH PROCESSING SERVICES is effective the ____ day of _____ in the year 2021 between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996, and

The CONTRACTOR: (hereinafter CONTRACTOR)	CAMO FARMS, INC. 200 2 nd Avenue South, #270 St. Petersburg, FL 33701
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The Contract Name:	Yard Trash Processing, Transport & Management
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The Contract Number:	RFB2021-3340
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The Contract Term:	Five (5) years for the initial term, plus renewal options, but not to exceed 4 years of renewals
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AGREEMENT AND LEASE FOR YARD TRASH PROCESSING SERVICES

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EXHIBITS

- A. Aerial photographs of Martin County’s Center and Site
- B. Legal Description of Site
- C. Sample Monthly Activity Report
- D. Sample Invoice
- E. Contractor’s Rate
- F. Form of Performance Bond
- G. FDEP Settlement Agreement
- H. FDEP Permit
- I. Memorandum of Lease

**AGREEMENT AND LEASE
FOR YARD TRASH PROCESSING SERVICES**

This Agreement and Lease for Yard Trash Processing Services (“Agreement”) is made and entered into this _____ day of _____, 2021 (“Effective Date”) by and between Martin County (“County”), a political subdivision of the State of Florida, and Camo Farms, Inc., (“Contractor”), an Oklahoma corporation, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the County issued a Request for Bids (“RFB”) from qualified vendors that wish to receive, manage, process, transport, and beneficially reuse the Yard Trash generated in the County; and

WHEREAS, the Contractor submitted a bid in response to the County’s RFB (RFB No. 2021- 3291); and

WHEREAS, the Contractor has represented to the County that it has the equipment, personnel, experience, and other resources necessary to provide the services required under this Agreement; and

WHEREAS, the County has relied upon the bid and other information provided by the Contractor concerning the Contractor’s ability to provide the services requested by the County; and

WHEREAS, after evaluating the bids that were submitted in response to the County’s RFB, the Board of County Commissioners (“Board”) has concluded that the Board should award this Agreement to the Contractor; and

WHEREAS, the Board wishes to use and the Contractor wishes to provide the Contractor’s services, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Board finds that entering into this Agreement with the Contractor is in the public interest and will protect the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the Board and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If a definition in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the inconsistencies between the two definitions.

- 1.1 **Administrator** means the County's Administrator or the Administrator's designee.
- 1.2 **Agreement** means this Agreement and Lease for Yard Trash Processing Services between the County and the Contractor.
- 1.3 **Applicable Law** means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Contractor under this Agreement.
- 1.4 **Board** means the Board of County Commissioners of Martin County, Florida.
- 1.5 **Building** means the enclosed metal building that is adjacent to the Site, approximately 36,000 square feet in size, and currently used for Processing C&D Waste.
- 1.6 **Center** means the land, structures, and other improvements at the County's "Transfer Station and Recycling Center," which is located at 9101 S.W. Busch Street in Palm City, Florida.
- 1.7 **Change in Law** means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or City's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.
- 1.8 **Citation** means any warning letter, notice of violation, cease and desist order, or similar notification that the Contractor's operations on the Site are not in compliance with Applicable Law.
- 1.9 **Clean Debris** means any Solid Waste that is virtually inert, is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. Clean Debris includes brick, glass, ceramics, and uncontaminated concrete, including embedded pipe or steel.
- 1.10 **Commencement Date** means the date when the Contractor begins to process Yard Trash at the Site. The Commencement Date is October 1, 2021.

- 1.11 Construction and Demolition Waste** or "**C&D**" shall have the meaning set forth in Section 403.703(6), Florida Statutes, for construction and demolition debris, except that construction and demolition waste does not include land clearing debris and related vegetative material. In general, Construction and Demolition Waste means discarded materials that are generally considered to be not water-soluble and nonhazardous in nature, including steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction, renovation, or demolition of a structure.
- 1.12 Consumer Price Index** or "**CPI**" means the "Consumer Price Index-All items in the U.S. City Average, All Urban Consumers, not seasonally adjusted, Base Period 1982-84 = 100" (Series ID CUUR0000SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.
- 1.13 Contingency Plan** means the Contractor's plan for avoiding an interruption in the work it performs under this Agreement.
- 1.14 Contractor** means Camo Farms, Inc.
- 1.15 County** means, depending on the context, either (a) the unincorporated area contained within the boundaries of Martin County, Florida or (b) the government of Martin County, Florida, acting through the Board or its designees.
- 1.16 County Indemnified Parties** means the County, including its officers, agents, volunteers, and employees while acting within the course and scope of their office or employment.
- 1.17 Customer** means a Person that delivers Yard Trash to the Site.
- 1.18 Director** means the Director of the County's Utilities & Solid Waste Department or the Director's designee(s). The Director is the County employee designated to serve as the County's representative in discussions with the Contractor regarding this Agreement.
- 1.19 District Manager** means the senior employee that the Contractor has designated to serve as the Contractor's representative in discussions with the County regarding this Agreement.
- 1.20 Effective Date** means the date when this Agreement is signed and duly executed by the Board's designee, which shall occur after the Agreement is signed and duly executed by the Contractor.
- 1.21 First Operating Year** means the period of time from the Commencement Date through and including September 30, 2022, unless this Agreement is terminated earlier.
- 1.22 Force Majeure** means the following events or circumstances, but only to the extent that they delay or preclude the County or Contractor from performing any of their obligations (other than payment obligations) under this Agreement: (a) a tornado, hurricane, flood, fire, or explosion (except those caused by the negligence of Contractor, its agents, and assigns), epidemic, or pandemic; (b) acts of a public enemy, acts of war, terrorism, riots, or civil disturbances; (c) suspension, termination, or interruption of utilities necessary for

the County's or the Contractor's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against the County or Contractor, or a Change in Law; and (e) any act, event, or condition that is determined by mutual agreement of the County and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.22 (a) through (d).

- 1.23 Fugitive Emissions** means visible emissions (e.g., dust or particulate) that are caused by activities on the Site and have a density equal to or greater than twenty percent (20%) opacity.
- 1.24 Garbage** means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.25 Hazardous Material** means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, U.S. Code, Code of Federal Regulations, or other Applicable Law.
- 1.26 Holiday** means a day when the Contractor is not required to accept Yard Trash at the Site.
- 1.27 Indemnified Loss** means all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, **IN WHOLE OR IN PART**, any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, except to the extent resulting solely from the negligent acts or omissions of the County Indemnified Party, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. An Indemnified Loss includes (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (e) any lawsuit resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any lawsuit resulting from or related to the County's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding

that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law or not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

- 1.28 Load** means the cargo in a vehicle delivering Yard Trash to the Site or removing Yard Trash or other materials from the Site.
- 1.29 Reserved.**
- 1.30 Mechanical Container** means a dumpster, roll-off container, compactor, or other large container that is (a) equal to or greater than one cubic yard in size, (b) placed on and removed from the Site with mechanical equipment, and (c) used for the collection of Solid Waste or Recyclable Materials.
- 1.31 Objectionable Odor** means any odor present in the outdoor atmosphere which, by itself or in combination with other odors, is or may be harmful or injurious to human health or welfare, which unreasonably interferes with the comfortable use and enjoyment of life or property, or which creates a nuisance.
- 1.32 Operating Day** means a calendar day, except Sundays and Holidays, from the Commencement Date until this Agreement expires or terminates.
- 1.33 Operating Month** means each calendar month from the Commencement Date until this Agreement expires or terminates. However, the first Operating Month shall begin on the Commencement Date and the last Operating Month shall end on the day when this Agreement expires or terminates.
- 1.34 Operating Year** means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year shall begin on the Commencement Date and end on September 30, 2022, and the last Operating Year shall end on the day when this Agreement expires or terminates.
- 1.35 Operations Plan** means the Contractor's written plan for conducting its work in compliance with this Agreement.
- 1.36 Ordinances** mean the County's Code of Ordinances and any amendments thereto.
- 1.37 OSHA** means the Occupational Safety and Health Administration.
- 1.38 Party** means, depending on the context, either the County or the Contractor.
- 1.39 Parties** mean the County and the Contractor.
- 1.38 Performance Bond** means the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in

accordance with the terms of this Agreement.

- 1.39 Permits** means any local, state or federal permit, license, franchise, registration, certification, authorization or other approval required for the performance of the Contractor's obligations under this Agreement.
- 1.40 Person** means any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.
- 1.41 Processing** means any technique designed to change the physical, chemical, or biological character or composition of any Solid Waste so as to render it: safe for transport; amenable to recovery, storage, or Recycling; safe for disposal; or reduced in volume or concentration.
- 1.42 Rate** means the fees and charges approved herein for the Contractor's services, as set forth in Exhibit E.
- 1.43 Recovered Screened Material** means the fines fraction, consisting of soil and other small materials, derived from the processing or recycling of Construction and Demolition Waste, which passes through a final screen size no greater than 3/4 of an inch.
- 1.44 Recyclable Materials** mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste. More specifically, for the purposes of this Agreement, Recyclable Materials means materials that are removed from Yard Trash at the Site and then used in a beneficial manner, including wood, metal, plastic, glass, and Clean Debris. However, Recyclable Materials does not include Recovered Screened Material, even if the Recovered Screened Material is reused or recycled.
- 1.45 Recycling** means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.46 Site** shall mean the approximately 1.4 acre area that is depicted in Exhibit A, which is attached hereto. Exhibit B contains a legal description of the Site.
- 1.47 Solid Waste** shall have the meaning provided in Section 403.703(36), Florida Statutes. Solid Waste includes Construction and Demolition Waste, Garbage, Hazardous Material, Trash, and Yard Trash.
- 1.48 Tipping Area** means the area or areas on the Site where delivery vehicles unload Yard Trash.
- 1.49 Transfer Station** means the facility where the County loads Solid Waste into trucks for transport to a disposal facility. The location of the Transfer Station is depicted in Exhibit A to this Agreement.

- 1.50 Transition Period** means the period of time between the Effective Date and the Commencement Date.
- 1.51 Transition Plan** means a written document describing in detail the activities that shall be undertaken and the schedule that shall be followed by the Contractor during the Transition Period to ensure the Contractor successfully provides the Contractor's services in compliance with this Agreement on and after the Commencement Date.
- 1.52 Trash** means miscellaneous non-hazardous waste materials, including cardboard, paper, fiberglass, furniture, carpet, cloth, plastics, toys, styrofoam, tires, appliances, cabinets, bathtubs, rubbish, rags, sweepings, and packaging. However, Trash does not include Garbage, Hazardous Material, or other types of Unacceptable Waste.
- 1.53 Unacceptable Waste** means any Solid Waste, liquid waste, or other material that cannot be accepted at the Site in compliance with the Permits and Applicable Law. Unacceptable Waste includes Garbage and Hazardous Material.
- 1.54 Yard Trash** means vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

SECTION 2: ADOPTION OF RECITALS

The Parties agree that the Recitals set forth in this Agreement are accurate, correct, and adopted herein by this reference.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and shall expire on September 30, 2026, unless this Agreement is terminated earlier.

3.2 OPTION TO RENEW THE AGREEMENT

Each renewal term (if any) shall be two years in duration, unless the County and Contractor mutually agree to a longer term, but the cumulative duration of all renewal terms shall not be greater than four (4) years. During each renewal term the County and the Contractor shall be subject to the conditions and limitations contained herein, unless the County and the Contractor amend this Agreement to provide otherwise.

The Board shall have the right to renew and extend this Agreement, at the end of the initial term and at the end of each renewal term (if any), unless the Contractor gives timely written notice to the County pursuant to Section 59, below, that the Contractor is not willing to renew this Agreement. Such notice must be delivered to the County at least one year before the end of the then current term of the Agreement.

As a courtesy, the County shall endeavor to give notice to the Contractor at least one

hundred eighty (180) days before the expiration of the then current term if the County concludes that the County does not wish to renew this Agreement. However, the County's failure to provide such notice shall not constitute a breach of this Agreement, or delay the expiration of this Agreement, or otherwise adversely affect the County's rights hereunder.

SECTION 4: LEASE, LICENSE AND EASEMENTS FOR CONTRACTOR

The County owns the Site, the Transfer Station, and the other improvements and property located at 9101 S.W. Busch Street in Palm City, Florida. The Site and the Transfer Station are depicted in the aerial photographs that are attached hereto as Exhibit A. The legal description of the Site is contained in Exhibit B.

The County hereby leases to the Contractor, and the Contractor hereby leases from the County, the real property and other improvements located on the Site.

The County hereby grants the Contractor a license to access the areas adjacent to the Site, but such authorization is only for the purpose of conducting the activities expressly described in this Agreement. Among other things, this license authorizes the Contractor to transport Yard Trash and other materials from the Site to the Transfer Station and scale house on the County's property.

The County also hereby grants the Contractor all easements that the County may grant and are necessary to: (a) enable the Contractor to have ingress and egress between the Site and the dedicated right-of-way for S.W. Busch Street; and (b) provide for the drainage of stormwater from the Site. Upon request, the County will grant the Contractor other easements on or across the Site if such easements are reasonably needed for electrical transmission lines, water lines, or other utility services for the Contractor's work under this Agreement. The form, conditions, and locations of such easements shall be subject to the mutual consent of both Parties.

The lease, licenses, and easements granted to the Contractor pursuant to this Section 4 are subject to the conditions and limitations in this Agreement and they shall terminate when this Agreement expires or terminates.

Notwithstanding anything else contained herein, the County reserves its right of unrestricted ingress and egress to the areas on the Site.

SECTION 5: GENERAL SCOPE OF CONTRACTOR'S DUTIES

This Section 5 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 5 are supplemented by the specific requirements in the other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) receive and accept all of the Yard Trash that is delivered to the Site;
- (b) transport all of the Yard Trash from the Site to a location where the Yard Trash will be chipped, ground, or otherwise processed and used for a beneficial purpose;

- (c) market and sell or give away all of the Yard Trash;
- (d) recycle, reuse, or dispose of any non-vegetative materials that are mixed in with or removed from the Yard Trash;
- (e) comply at all times with the requirements in this Agreement and Applicable Law;
- (f) provide all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work in compliance with the requirements in this Agreement;
- (g) keep all revenues derived from the sale of the Yard Trash; and
- (h) perform all of its work and satisfy all of its obligations under this Agreement at Contractor's sole expense, in exchange only for the payments by the County that are expressly authorized herein and the revenues derived from the sale of Yard Trash.

SECTION 6: TRANSITION PLAN

The Contractor shall work closely with the Director during the Transition Period to ensure that the Contractor is able to commence operations on the Site as expeditiously as possible and with a minimum of disruption to the County's operations on its adjacent property. The Contractor shall meet with the Director within seven (7) days after the Effective Date to ensure that the Contractor's Transition Plan and Operations Plan are prepared expeditiously and in compliance with the requirements herein. The Transition Plan shall be submitted to the Director for the County's review within fourteen (14) days after the Effective Date. The County shall not have the authority to approve or revise the Transition Plan, but may offer comments concerning potential deficiencies in the plan. The Contractor shall promptly revise any provisions in the Transition Plan that fail to comply with the requirements in this Agreement. Under the Transition Plan, the Commencement Date shall be no later than ten (10) days after the County allows the Contractor to take possession of the Site.

Pursuant to Section 1.51, above, the Transition Plan shall describe in detail the activities that shall be undertaken and the schedule that shall be followed by the Contractor during the Transition Period to ensure the Contractor successfully provides the Contractor's services in compliance with this Agreement on and after the Commencement Date. If the Contractor wishes to start its operations on a limited basis initially and then ramp up to full operations, the Transition Plan shall describe how and when the Contractor shall receive and process select Loads of Yard Trash during the Transition Period, but the Commencement Date shall be no later than ten (10) days after the County allows the Contractor to take possession of the Site. The delivery of any select Load shall be subject to the approval of the Director and the acceptance of any select Load shall be subject to the approval of the Contractor. The Contractor shall bill and the County shall pay for Processing select Loads by following the same procedures that are set forth herein for Loads received after the Commencement Date.

SECTION 7: NOTICE TO PROCEED

The County shall issue a notice to proceed to the Contractor at least seven (7) days before the Contractor may take possession of the Site. At least two (2) days prior to the date designated in the notice to proceed, representatives of the Contractor and the County shall meet at the Site so that they can introduce their key personnel, discuss the Contractor's plans for beginning work under this Agreement, and identify steps that should be taken to ensure the successful implementation of the Transition Plan and the Operations Plan.

SECTION 8: OPERATIONS PLAN

The Contractor shall prepare and implement a detailed Operations Plan that describes how the Contractor will comply with the requirements in this Agreement. At a minimum, the Contractor's Operations Plan shall contain the following:

- (a) a description of the operating procedures and equipment that the Contractor shall use when performing the work required herein;
- (b) a diagram depicting the location of the equipment, Tipping Areas, and storage areas the Contractor shall use on the Site;
- (c) a process flow diagram depicting the movement of Yard Trash from the time it arrives on the Site until it is removed from the Site;
- (d) a description of the procedures and equipment that shall be used on the Site to receive, manage, process (if applicable), contain, temporarily store, and transport Yard Trash, Unacceptable Waste, and other materials;
- (e) the names and locations of the facilities (if any) that will be used by the Contractor for the off-Site processing of the Yard Trash;
- (f) the names and locations of the facilities that will be used by the Contractor for the disposal of non-vegetative material, including Hazardous Material and other Unacceptable Waste;
- (g) a staffing plan, which shall identify the numbers and types of employees needed to implement the Operations Plan, including the professional qualifications and experience required for each position identified in the staffing plan;
- (h) an organizational chart that identifies the Contractor's District Manager, operators, supervisors, spotters, and other employees identified in the staffing plan; and
- (i) the Contractor's strategy for marketing, selling, and beneficially using Yard Trash.

The Contractor's Operations Plan shall describe how the Site will be operated during normal conditions to ensure that: delivery vehicles will enter the Site, unload, and leave in a timely

manner; the Yard Trash will be inspected; and Unacceptable Waste will be segregated from other materials and then removed from the Site.

The Operations Plan shall include the Contractor's procedures and protocols for ensuring that the Contractor's work under this Agreement will be performed in a safe and responsible manner. The Contractor shall describe the safety and loss control training that will be provided to the employees providing services under this Agreement. The Operations Plan shall contain the safety rules that will be applicable to visitors, including the County's representatives, when they are on the Site.

The Operations Plan shall include the Contingency Plan described in Section 19, below.

The Contractor's Operations Plan shall be submitted to the Director at least ten (10) calendar days before the Commencement Date. The Operations Plan shall be revised and updated whenever the Contractor changes its operating procedures. The updated portions of the Operations Plan shall be submitted to the Director within five (5) Operating Days after the Operations Plan is updated.

The Operations Plan shall be provided to the Director for informational purposes only, except to the extent otherwise provided in Section 21, below. The Director shall have no right to approve, reject, or revise the Operations Plan. Nonetheless, the Operations Plan must satisfy the requirements contained herein and the Contractor shall revise the plan promptly if the Director identifies any instances where the plan fails to comply. The Contractor shall follow and comply with its Operations Plan at all times during the term of this Agreement.

SECTION 9: DELIVERY OF YARD TRASH

On the Commencement Date and each Operating Day thereafter throughout the term of this Agreement, when vehicles deliver Loads of Yard Trash to the scale house at the County's Center, the County shall weigh the vehicles at the County's scale house and then direct the vehicles to the Site. The County also will deliver Yard Trash to the Site if the Yard Trash is removed from Loads of material received at the Building or elsewhere at the Center. The Contractor shall allow the vehicles to unload at the Site in the same sequence in which the vehicles arrive. The Contractor shall not allow any vehicles to circumvent the queue at the Site and thereby cut in line in front of other vehicles. The Contractor shall coordinate with the County to ensure that the roads at the Center are maintained at all times by the County to allow safe and unimpeded access to and from the Site, without causing delays or damage to the delivery vehicles. If vehicles become stuck or otherwise unable to move on the Site, the Contractor shall promptly notify the County or provide assistance in moving the vehicle.

The County shall have no obligation to deliver (or cause the delivery of) Yard Trash to the Site until the Contractor takes possession of the Site and gives notice to the County that the Contractor is prepared to begin operations. The Contractor's notice to the County shall identify the date when the Contractor wishes to begin receiving Loads of Yard Trash and the approximate quantities of Yard Trash that the Contractor wishes to receive. The Contractor shall coordinate with the County to try to ensure that the Contractor's needs for Yard Trash are satisfied before the Commencement Date, but the County's sole obligation will be to direct Loads of Yard Trash to the Site after they arrive at the scale house.

SECTION 10: TIPPING AREAS

The Contractor shall provide and maintain at least one and preferably two (2) separate, dedicated Tipping Areas on the Site for unloading vehicles that are delivering Yard Trash. If two areas are provided:

- (a) One area shall be used solely for unloading small vehicles (i.e., automobiles and light trucks that are less than 10,000 pounds (gross vehicle weight)) containing Loads classified by the County as Yard Trash.
- (b) One area shall be dedicated solely to large vehicles (i.e., medium and heavy trucks in excess of 10,000 pounds (gross vehicle weight)) containing Loads classified by the County as Yard Trash.

The Contractor shall use its best efforts to ensure that vehicles delivering Yard Trash are able to enter the Tipping Area, unload, and leave the Site as expeditiously as possible.

SECTION 11: DUTY TO ACCEPT AND PROCESS YARD TRASH

On the Commencement Date and each Operating Day thereafter throughout the term of this Agreement, the Contractor shall accept and process all of the Yard Trash that is delivered to the Site. The Contractor shall not divert or move any portion of the Yard Trash from the Site to any other Solid Waste management facility for Processing, Recycling, disposal, or other purposes, except as otherwise provided herein or approved in advance in writing by the Director.

SECTION 12: INSPECTION, ACCEPTANCE AND REJECTION OF SOLID WASTE

The County shall not knowingly deliver and the Contractor shall not knowingly accept or Process any Unacceptable Waste at the Site. When vehicles arrive at the Center, the County shall make a preliminary determination as to whether the Load contains Yard Trash and should be delivered to the Site. At its option, the County also may provide a spotter at the Tipping Area to identify Unacceptable Waste. However, the Contractor shall be solely responsible for making the final determination as to whether any single item or any Load of material delivered to the Site is Unacceptable Waste.

The Contractor shall have at least one trained spotter or operator on duty at all times when Yard Trash is delivered to the Site. A spotter or operator shall be on duty at a Tipping Area at all times when Yard Trash is being unloaded at that Tipping Area. The Contractor's spotter(s) or operator(s) shall inspect each Load of Yard Trash when it is unloaded and shall determine whether such Load is acceptable or not. The Contractor may refuse to accept part or all of a Load of Yard Trash if the Contractor reasonably believes the rejected material consists of Hazardous Material or other Unacceptable Waste. If part of a Load contains or consists of Unacceptable Waste (e.g., a plastic bag full of Garbage or Trash; a waste tire) that can be readily removed from the Yard Trash, the Contractor shall remove the Unacceptable Waste from the Load and then accept the portion of the Load that consists of Yard Trash.

If the Contractor reasonably believes that a vehicle is about to unload Unacceptable Waste at the Site, the Contractor shall immediately notify the driver of such vehicle that he or she cannot unload the Unacceptable Waste. If a vehicle already has unloaded Unacceptable Waste at the Site, the Contractor shall immediately notify the driver, before the driver leaves the Site, that the Unacceptable Waste has been rejected by the Contractor. After notifying the driver, the Contractor shall place the Unacceptable Waste back into the driver's vehicle, or place the Unacceptable Waste in a Mechanical Container, or segregate the Unacceptable Waste from the active Tipping Areas, and otherwise manage the Unacceptable Waste in compliance with Applicable Law. In all cases, the Contractor shall be deemed to have accepted the Solid Waste when the Solid Waste is unloaded at the Site, unless the Contractor informs the driver of the vehicle before the vehicle leaves the Site that that waste is being rejected as Unacceptable Waste and then takes the steps identified in the preceding sentence.

The procedures in this Section 12 must be followed if the Contractor wishes to reject any Solid Waste that is unloaded at the Site, including waste tires. If the Contractor fails to comply with these procedures, the Contractor shall be deemed to have accepted the Solid Waste.

Title, responsibility, and liability for all of the Solid Waste delivered to the Site shall pass to the Contractor when such Solid Waste is accepted at the Site. The Contractor shall arrange and pay for the disposal of all Solid Waste, including Unacceptable Waste, that is accepted at the Site.

SECTION 13: PROCESSING AND MANAGEMENT OF YARD TRASH

All of the Yard Trash accepted by the Contractor shall be processed, as needed, to provide for the beneficial use of the Yard Trash. The Yard Trash may be processed at any off-Site location that is properly licensed and permitted for such activities. Yard Trash shall not be chipped or ground on the Site, unless the Contractor receives the Director's prior written approval expressly authorizing such activities.

The Contractor shall beneficially reuse one hundred percent (100%) of the Yard Trash that it receives at the Site, unless the Contractor receives the Director's written approval to deviate from this standard temporarily due to a Force Majeure Event. At all times the Contractor shall use its best efforts to beneficially reuse all of the Yard Trash it receives at the Site.

The Contractor is solely responsible for removing materials from the Yard Trash that may damage the Contractor's Processing equipment or operations, including rocks, concrete, and metal. Any grinding or chipping of Yard Trash on the Site shall be conducted in compliance with all Applicable Laws, including the requirements in Exhibit G (FDEP Settlement Agreement).

All of the Yard Trash and other material received on the Site shall be handled on a "first in, first out" basis. Upon the County's request, the Contractor shall provide the Director with dated photographs demonstrating that the Contractor has systematically processed and removed all of the materials in its stockpiles on a "first in, first out" basis.

If the Yard Trash accepted by the Contractor contains non-vegetative Solid Waste (e.g., Garbage or Trash) that is not a Hazardous Material, the Contractor may remove such waste from the Yard

Trash and then place the waste in a Mechanical Container on the Site. In the alternative, the Contractor may place the waste at a location in or near the Transfer Station, subject to the prior approval of the Director. All such waste shall be removed from the Site in compliance with the deadlines in Section 14, below. The Contractor shall pay the County for the disposal of all such waste pursuant to Section 28.6, below.

If the Contractor receives or generates Clean Debris (e.g., soil; concrete), the Clean Debris may be disposed of on the County's adjacent property at no charge to the Contractor, subject to the conditions herein. In such cases, the Clean Debris shall be transported by the Contractor to the County's scale house, where the Clean Debris will be weighed by the County, and then the Contractor shall deliver the Clean Debris to a location on the County's property that has been designated by the Director. The County will use the Clean Debris as fill material or for other lawful purposes. Among other things, the County may use the Clean Debris to fill a retention area located on the County's property.

If the Contractor receives concrete that it wishes to give to the County, the Contractor shall cut or otherwise remove any exposed rebar that extends out of the concrete. The concrete shall not constitute Clean Debris, and shall not be accepted by the County as Clean Debris, if rebar extends outside of the concrete.

SECTION 14: TEMPORARY ON-SITE STORAGE

All of the Yard Trash in a Load shall be removed from the Site by the Contractor within five (5) Operating Days after that Load is accepted by the Contractor at the Site. No processed or unprocessed Yard Trash may be stored or stockpiled on the Site for more than five (5) Operating Days.

If non-vegetative materials are removed from the Yard Trash and placed in a Mechanical Container or a segregated area on the Site, all such material must be removed from the Site within ten (10) calendar days after being placed in the Mechanical Container or segregated area. The Mechanical Container must be emptied, and the segregated area must be cleared, at least once every ten (10) calendar days.

Notwithstanding anything else contained herein, Yard Trash and other materials shall be removed from the Site in compliance with the deadlines established in the Permits and Applicable Laws if those deadlines are shorter than the deadlines provided herein.

All processed and unprocessed materials shall be stored in Mechanical Containers or in neat, compact areas on the Site that have been designated in the Operations Plan. Bollards or other containment methods shall be used to confine and manage any material that is not placed in a Mechanical Container.

Notwithstanding anything else contained herein, the Contractor shall not store, stockpile, or otherwise have more than a total of 1,500 tons of processed and unprocessed materials on the Site at any time. If more than 1,500 tons of processed and unprocessed materials are on the Site at any time, as estimated by the County based on scale house records or visual inspections, the County may reduce the County's payments to the Contractor, as described in Section 28.3, below. In the alternative, the County may arrange for a third party to remove the excess

materials from the Site and then deduct the cost of the third party's services from the compensation paid to the Contractor, as described in Section 28.2, below.

The Contractor may petition the County to increase the amount of on-Site storage when needed to address conditions resulting from a Force Majeure event. If the County grants the Contractor's petition, the Contractor shall promptly prepare and provide the County with an updated Operations Plan, which must demonstrate that the Contractor will be able to provide neat, orderly, and workmanlike operations on the Site after the on-site storage is increased.

SECTION 15: SITE MAINTENANCE

The Contractor shall maintain the Site in a clean, orderly, and workmanlike manner at all times. All paper, plastic, and other litter on the Site must be picked up, placed in an appropriate waste receptacle, or otherwise removed from the Site each Operating Day.

Fugitive Emissions, Objectionable Odors, and nuisance conditions on the Site are prohibited. At a minimum, the Contractor shall water the on-Site roadways to prevent Fugitive Emissions from truck traffic. The Contractor also shall use water, misting systems or other appropriate measures to minimize the dust emitted from the operations in the Tipping Areas, the Processing areas (if any), the storage areas, and other areas on the Site. The Contractor shall monitor and measure the wind speed and direction throughout each Operating Day. The Contractor shall suspend part or all of its operations, as necessary, whenever the wind speed exceeds fifteen (15) miles per hour or the wind direction indicates Fugitive Emissions are likely to occur.

SECTION 16: CONTRACTOR'S PERSONNEL AND EQUIPMENT

16.1 GENERAL REQUIREMENTS

The Contractor shall provide all equipment and personnel necessary to perform Contractor's duties under this Agreement in a safe, timely and efficient manner. All of the equipment used by the Contractor shall be designed for its proposed use. Such equipment shall be maintained and operated in accordance with the manufacturer's recommendations. The Contractor shall use its best efforts to keep its equipment in operating condition at all times. The Contractor shall make arrangements for or have access to additional equipment and workers, as necessary, to ensure that the Contractor's operations on the Site are not interrupted or halted. The Contractor shall have equipment and personnel available to properly inspect and receive the first Load and the last Load of Yard Trash received each Operating Day at the Site.

16.2 MINIMUM QUALIFICATIONS

All of the Contractor's employees shall be competent and appropriately trained for the tasks assigned to them. All employees shall receive appropriate training before they commence work under this Agreement. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

The Contractor must have successfully operated a Yard Trash Processing facility for at least two consecutive years before commencing work at the Site. Each of the Contractor's operators and supervisors shall have a minimum of two years of prior experience operating facilities where Yard Trash is processed. The Contractor, and the Contractor's operators and supervisors, shall comply with the applicable requirements in FDEP Rule 62-701.320(15), Florida Administrative Code.

16.3 EMPLOYEE CONDUCT

The Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. The Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the County or by the County. The Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

16.4 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on the Site or Center. The Director has the right to approve the identifiers or identification furnished by the Contractor.

16.5 ATTIRE FOR EMPLOYEES

The Contractor's employees shall wear proper attire at all times when working at the Site under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear. Personal protective equipment (e.g., goggles; reflective vests) shall be worn, as necessary

16.6 THE CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, et. seq., and the regulations relating thereto, as either may be amended from time to time. Failure to comply with the provisions of these Applicable Laws shall be considered a material breach and shall be grounds for termination of this Agreement.

The County requires the Contractor and its subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. Within five (5) Operating Days after receiving a written request from the

Administrator, the Contractor shall provide proof of registration with the E-Verify System and an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

SECTION 17: HOURS AND DAYS OF OPERATIONS

The County's normal hours and days of operation at the Center are Monday through Friday, from 7:30 a.m. to 5:00 p.m., and Saturday from 7:30 a.m. to 12:00 p.m. The County may change (increase or decrease) the days and hours of operation at the Center when needed to respond to a hurricane or other Force Majeure event. The Director shall provide reasonable notice to Contractor concerning any such change.

The Contractor shall receive Yard Trash at the Site during the same hours and days that the County's Center is open to receive Solid Waste from the public. However, the Contractor may deviate from this schedule if the Contractor receives the Director's prior written approval for the deviation. The Contractor may enter the Site at 6:30 a.m. on Operating Days, subject to any security and safety requirements established by the Director.

The County's Center is closed on the following Holidays: Memorial Day; Labor Day; Fourth of July; Thanksgiving Day; Christmas Day; and New Year's Day. The Director may designate additional days as Holidays, as the County deems appropriate. The Director shall provide notice to the Contractor before designating additional Holidays.

SECTION 18: SPILLS AND ENVIRONMENTAL REMEDIATION

The Contractor shall immediately clean up any spills of oil, hydraulic fluid, or liquid waste at the Site, regardless of whether the spill occurs due to the activities of the Contractor or its Customers. The Contractor shall use its best efforts to contain and control any spill. The Contractor shall keep spill kits and absorbent material available on the Site at all times in sufficient quantities to respond to any spill up to fifty (50) gallons. All of the Contractor's spotters and operators shall be trained concerning the proper response to spills, including spills involving Hazardous Materials.

The Contractor shall use best management practices to prevent spills from occurring. The Contractor's equipment shall be maintained and its supplies shall be stored in a manner that minimizes the risk of contamination to the Site. The Contractor shall be responsible for all costs of responding to and remediating the damages of any spill, including impacts to surface water or groundwater resulting from the Contractor's operations.

The Contractor shall immediately notify the County of any spill or leak that is estimated to be greater than five (5) gallons. A written report shall be sent to the County within twenty-four (24) hours of any such incident. Photographs of the spill or leak, and a description of the Contractor's response, shall be included in the report.

SECTION 19: CONTINGENCY PLAN

The Contractor must prepare a Contingency Plan for its operations at the Site. The Contingency Plan must describe the procedures that will be followed whenever there is an unexpected accident or problem at the Site, including but not limited to hurricanes, accidents involving employees or Customers, the receipt or spill of Hazardous Materials, and similar events. The Contingency Plan shall identify the name and telephone number of each local, state, and federal agency that needs to be contacted in the event of a spill or emergency. The Contingency Plan also shall identify the individuals working for the Contractor, and the individuals working for the County, that must be notified concerning such events. The Contingency Plan shall include the telephone numbers and e-mail addresses for all such Persons.

The Contractor's Contingency Plan shall identify the steps that the Contractor shall take to repair or replace its equipment in a timely manner following a malfunction or other problem. The Contingency Plan shall contain the name and contact information for the companies that will provide spare parts, replacement equipment, and rental equipment in the event of a malfunction.

The Contingency Plan shall identify the steps that the Contractor will take to ensure uninterrupted operations at the Site if one or more of its employees are sick due to COVID-19 or other causes.

The Contingency Plan shall be updated each Operating Year in October or when otherwise necessary. The Contingency Plan shall be resubmitted to the Director within five (5) Operating Days after the plan is updated.

SECTION 20: COUNTY RESPONSIBILITIES REGARDING YARD TRASH

Whenever a Customer delivers a Load of Yard Trash to the County's Center on or after the Commencement Date, the County shall direct the Customer to the Site. The County shall operate certified scales at the Center, which the County shall use to measure and record the weight of each Load delivered to and removed from the Site. If the scales are temporarily inoperable, the County shall use tare weights, volumes, or other methods to estimate the weight of each Load delivered to or removed from the Site. The County shall provide daily, weekly, and/or monthly material tonnage reports to the Contractor, as needed. The County's scale house records will be available for inspection by the Contractor, upon request, following reasonable advance notice.

The County shall establish and maintain simple and clear classification codes to correspond with the various types of material delivered to and removed from the Site. The County staff shall communicate directly with the Contractor to ensure Customers are charged by the County for the appropriate type of material. The County shall determine the appropriate classification for each Load of Yard Trash or Solid Waste delivered to or transported from the Site.

The County will provide well water for use on the Site, including dust suppression. The County also has a water truck at the Center that the County will use, upon request, to assist with dust control for the on-Site roads. In the event a public water supply system is available in the future,

the County shall, upon request, evaluate the cost and feasibility of connecting the public supply to the existing water lines on the Site. If the County and Contractor agree concerning the installation of a water line to the Site, the connection will be metered and the monthly water bills will be paid by the Contractor.

The County shall provide directional traffic signs within the Site, consistent with the overall signage plan for the Center. The County also will provide signs concerning the types of material that will be accepted at the Site.

Notwithstanding anything else contained herein, the County does not guarantee and affirmatively disclaims any representation or warranty concerning the quantity, quality, composition, or physical or chemical characteristics of the Yard Trash and other material that will be delivered to the Contractor. The County does not provide any express or implied warranty concerning such material.

SECTION 21: USE OF THE SITE AND CENTER

The Contractor may occupy and use the Site, subject to the conditions herein. The Contractor acknowledges and agrees that the County provides no warranties or guarantees of any kind concerning the condition or capability of the Site, which the Contractor accepts “as is” and “where is.” The Contractor may install fixtures and equipment on the Site, and may make other improvements to the Site, after receiving the Director’s written approval, which shall not be unreasonably withheld or delayed.

The Contractor shall use care in the performance of its services under this Agreement. The Contractor shall pay for and promptly repair all damages to the Site and the Center that occur as a result of the Contractor’s activities. Upon the expiration or termination of this Agreement, the Contractor shall deliver possession of the Site to the County in the same condition the Site was in on the date when the Contractor took possession of it, except for ordinary wear and tear.

The Contractor and its employees may use the Site for the activities expressly authorized in this Agreement, subject to the requirements herein. The Contractor also may provide portable toilets on the Site for its employees’ use. In addition, if the Contractor requests and receives the Director’s prior written approval, the Contractor may: (a) store equipment, tools, supplies, and similar materials on the Site; (b) perform routine maintenance work on vehicles and heavy equipment on the Site; (c) store fuel, oil, solvents and similar materials on the Site, as needed to service the Contractor’s vehicles and heavy equipment; and (d) refuel the Contractor’s vehicles and heavy equipment on the Site. Before the Contractor undertakes any of these activities on the Site, the Contractor shall amend its Operations Plan to include a detailed written description of the measures the Contractor will take to ensure that these activities are performed in compliance with Applicable Law and this Agreement. Notwithstanding anything to the contrary herein (e.g., Section 8), these components of the Contractor’s Operations Plan are subject to the Director’s review and approval, which shall not be unreasonably withheld. The Contractor shall not store any materials or vehicles on the Site or the Center, and the Contractor shall not conduct any activities on the Site or the Center, unless expressly authorized herein or approved in advance in writing by the Director.

The Contractor and its employees shall be given access to and from the Site, following established lanes of traffic through the Center, for routine daily transits during the days and hours when the Center is open to the public. The Contractor and Director shall work together to develop mutually acceptable procedures for providing access to the Site during emergencies or other unusual circumstances.

Scavenging is not permitted anywhere on the Center or the Site. The Contractor and its employees are not allowed to disturb, take, borrow, move, remove or use any items, supplies or equipment, including materials that have been set aside for Recycling or disposal, that belong to the County or any other Person, except with the prior written permission of the Director. Any such activity occurring without prior written permission shall be treated as theft and reported to law enforcement agencies.

The Contractor and its employees shall not trespass on or enter into any facility, building, or area of the Center, except with the prior written permission of the Director.

The Contractor shall pay any and all utility bills for the Contractor's activities on the Site, including electricity, water, and telephone service.

SECTION 22: NO LIENS ON SITE

The Contractor covenants and agrees that: (a) the Contractor and its subcontractors (if any) shall have no power or authority to incur any indebtedness giving a right to a lien or encumbrance of any kind or character upon the right, title, and interest of the County in and to the Site or the Center; and (b) under this Agreement, no third person shall ever be entitled to any mortgage, encumbrance, or lien of any kind on the Site or the Center. All persons contracting with the Contractor, or furnishing materials or labor to the Contractor or to the Contractor's agents or servants, and all other Persons shall be bound by the provisions of this Agreement, which bars any lien on the real property that comprises the Site or the Center.

SECTION 23: NOTICE REGARDING LIENS

NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO CONTRACTOR OR ANY OTHER PARTY CLAIMING UNDER THE CONTRACTOR UPON CREDIT, AND THAT NO CONSTRUCTION OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE HELD BY THE COUNTY. NOTHING IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION JOINDER BY THE COUNTY IN ANY APPLICATION OR APPROVAL, SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE COUNTY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, OR EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING THE CONTRACTOR OR ANY OTHER PERSON CLAIMING UNDER THE CONTRACTOR ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO

THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. THE CONTRACTOR SHALL INDEMNIFY THE COUNTY AGAINST ANY CONSTRUCTION UNDERTAKEN BY THE CONTRACTOR OR ANYONE CLAIMING THROUGH THE CONTRACTOR, AND AGAINST ALL PROHIBITED LIENS.

SECTION 24: MEMORANDUM OF LEASE FOR PUBLIC RECORDS

Pursuant to Section 713.10(2)(b), Florida Statutes, the County and the Contractor agree to execute a short form Memorandum of Lease, in the form shown in Exhibit I, for the purpose of recording such form in the public records of Martin County, Florida.

SECTION 25: SUBLEASES, SUBCONTRACTS, AND ASSIGNMENT OF LEASE

The Contractor shall not sublease all or any portion of the Site. The Contractor shall not assign this lease or transfer controlling interest in the Contractor, except as provided in Section 54, below. The transfer or assignment of this Agreement shall require the prior written consent of the County. Any single transaction or combination of transactions that results in a controlling or majority interest in the Contractor, or substantially all of the Contractor's assets, being purchased by or merged with any other Person shall constitute a transfer of this Agreement. The Contractor shall not subcontract its duties or obligations under this Agreement without the prior written consent of the County. Before any subcontractor will be allowed to enter the Site, the Contractor must provide the Director with written notice that identifies the name of the subcontractor and a description of the work to be performed by the subcontractor. No subcontract shall relieve the Contractor of any of its duties or obligations to the County under this Agreement.

SECTION 26: CONTRACTOR'S CLOSURE OF SITE

When this Agreement expires or terminates, the Contractor shall complete its operations on the Site and close the Site in compliance with Applicable Law, including Chapter 62-701, F.A.C. Among other things, the Contractor shall remove all of the Yard Trash, other Solid Waste, and Recyclable Materials from the Site. The Contractor also shall remove all of its equipment, tools, supplies, and personal property from the Site and the Center, unless the Parties agree otherwise in writing. However, the Contractor shall have no obligation to remove any structure, fixture, or accessory that was present on the Site when the Contractor took possession of the Site.

SECTION 27: COUNTY'S REPOSSESSION OF SITE

Upon the expiration or termination of this Agreement, the County is authorized to repossess the Site, including all improvements, fixtures, and personal property on the Site, either with or without legal process. With regard to such circumstances, the Contractor hereby waives any demand for possession of the property, and agrees to surrender and deliver the Site and property peacefully to the County. In the event of any forfeiture, the Contractor shall have no claim against the County for any improvements made on the Site or for any other cause whatsoever. The provisions of this Section 27 shall not be construed to divest the County of any legal right or remedy that it may have by statutory or common law, enforceable at law or in equity. This Section 27 affords the County a cumulative remedy, in addition to all other remedies available to

it.

The Site and the Center are and at all times shall remain the property of the County. All structures, fixtures, equipment, supplies, and personal property of every kind hereafter erected, installed, or placed on the Site or the Center by the Contractor shall become the property of the County unless removed within thirty (30) days after the expiration or termination of this Agreement. At the end of such 30-day period, the Contractor shall forfeit all of its right, title, and interest in any such structure, fixture, equipment or property to the County, without any further action being required of the Parties. Upon the expiration or termination of this Agreement, the Contractor shall deliver possession of the Site, including all improvements, to the County, free and clear of all liens, encumbrances, and sub-leases. The Parties shall cooperate reasonably to achieve an orderly and expeditious transition of operations from the Contractor to the County.

SECTION 28: COMPENSATION FOR CONTRACTOR

28.1 INVOICES

The Contractor shall prepare and submit invoices to the County on a monthly basis for the services provided under this Agreement during the prior Operating Month. The Contractor's invoices shall be prepared in compliance with the format shown in Exhibit D. Each invoice shall be submitted with the monthly activity report that is required pursuant to Section 33, below. The weight (tonnage) of materials identified in the Contractor's invoice and monthly activity report shall be based on and consistent with the weight (tonnage) recorded by the County in its official records for the scale house.

The County's payments to the Contractor shall be calculated by (a) multiplying the Rate times the weight of the Yard Trash transported from the Site during the relevant Operating Month and (b) then subtracting the cost of transporting and disposing of all Solid Waste and other non-vegetative materials that the Contractor delivered to the County during the relevant Operating Month. For example, in a hypothetical Operating Month in which the Contractor transports 100 tons of Yard Trash from the Site, the County's payments for that month shall be equal to the Rate multiplied by 100, minus the cost of transporting and disposing of materials (e.g., Trash) that were sent to a disposal facility.

The Contractor shall receive no payment from the County for any shipments of Clean Debris or Recovered Screened Material.

The County shall pay all invoices in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes. The County may contest any charge shown in the Contractor's invoices, but the County shall promptly pay all uncontested amounts.

28.2 ADJUSTMENTS TO PAYMENTS

The County's payments to the Contractor shall be reduced: (a) pursuant to Section 28.3, below if the Contractor stores excessive amounts of material on the Site; (b) if the County pays any fines or expenses as a result of any Citations received by the Contractor; (c) if the County pays any

expense because of the Contractor's failure to comply with the requirements herein; or (d) if the County imposes any administrative assessments pursuant to Section 39, below.

28.3 ADJUSTMENTS FOR EXCESS STORED MATERIAL

The County's payments to the Contractor shall be reduced when the County determines the Contractor has more material on Site than is allowed pursuant to Section 14, above. The Contractor's monthly activity report shall identify the "Net Balance On Site," pursuant to Section 33 herein and Exhibit C. If the Net Balance On Site calculation shows that the Contractor has more than 1,500 tons of material on the Site (including all processed and unprocessed material), the compensation paid to the Contractor shall be reduced by One Dollar (\$1.00) for each ton of excess material on the Site. For example, if the Contractor has a total of 2,000 tons of processed and unprocessed material on the Site during an Operating Month, the County shall reduce the County's payments to the Contractor for that month by Five Hundred Dollars (\$500). A separate calculation and payment (if applicable) shall be made each Operating Month.

28.4 RESERVED

28.5 SALE OF RECYCLABLE MATERIAL

The Contractor shall take title to all of the Yard Trash and other Solid Waste delivered to the Site when it is accepted by the Contractor. Accordingly, the Contractor is entitled to receive all of the proceeds derived from the sale of the Yard Trash and any other material that the Contractor removes from the Yard Trash. The Contractor also is responsible and shall pay for the disposal of all of the non-vegetative materials and Solid Waste that the Contractor accepts at the Site.

28.6 DISPOSAL COSTS

At the Contractor's request, the County will place a Mechanical Container (e.g., a 20 cubic yard roll-off container) on or close to the Site for the Contractor's use. More specifically, the Contractor may use the County's Mechanical Container for the disposal of Garbage, Trash, and other types of non-hazardous Solid Waste that the Contractor removes from the Yard Trash; however, the Contractor shall not place any Hazardous Material in the County's Mechanical Container. The County shall arrange for the Solid Waste in the Mechanical Container to be weighed at the County's scale house, loaded into trucks, and transported to a licensed landfill for disposal. The Contractor shall pay the County's then current tipping fee for Garbage to compensate the County for providing these services. The County's current tipping fee for trash is Forty-Two Dollars (\$42.00) per ton. This tipping fee will be adjusted from time to time, as the County deems appropriate. The Contractor will be charged the prevailing "gate rate" (i.e., the tipping fee that is charged the public) when the County disposes of Solid Waste for the Contractor.

SECTION 29: CPI ADJUSTMENTS TO RATE

Subject to the conditions herein, on October 1, 2022 and each October 1 thereafter during the term of this Agreement, the Rate in Exhibit E shall be adjusted upward or downward by the Director in an amount that is equal to the percentage change in the Consumer Price Index ("CPI") during the most recent twelve (12) consecutive month period beginning on June 1 and

ending on May 31. For example, with regard to the CPI adjustment on October 1, 2022, the relevant period will be June 1, 2021 through May 31, 2022.

At the County's option, the percentage change in the CPI may be obtained by consulting the website published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov); See, e.g., Data Tools, All Urban Consumers (Current Series), tables, June 2020). In the alternative, the percentage change shall be calculated by the County using the following formula:

$$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100}$$

Where:

PC is the percentage change in the CPI from one year to the next

CPI 1 is the CPI index number for the most recent June (e.g., June 2021)

CPI 2 is the CPI index number for June in the year before CPI 1 (e.g., June 2020)

Notwithstanding anything else contained herein, a single CPI adjustment to the Rate shall not exceed four percent (4%) and there shall be no "catch up" adjustment to the Rate in future years (i.e., there will not be an adjustment to the Rate in the future to offset or mitigate the effect of the four percent (4%) "cap" in a year when the CPI adjustment would exceed four percent (4%), but for the four percent (4%) limitation contained herein).

If the Director concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Director shall promptly provide notice to the Contractor concerning the CPI adjustment. The Director also shall provide the Contractor with the County's calculations concerning the amount of the CPI adjustment. The Contractor shall notify the Director within ten (10) Operating Days if the Contractor disagrees with the County's calculations.

If the CPI is discontinued or substantially altered, the County may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

SECTION 30: EXTRAORDINARY RATE ADJUSTMENTS

Once each Operating Year, before April 1, the Contractor may petition the Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. The Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of the Contractor's historical and current expenses, demonstrating that the Contractor has incurred an extraordinary increase in the Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The Administrator may request, and upon request the Contractor shall provide, all of the information that is reasonably necessary for the Administrator to evaluate the Contractor's petition. After receiving the requested information, the Administrator shall place the Contractor's petition and

the Administrator's recommendations on the agenda for one of the Board's public meetings. The Contractor shall be given a reasonable opportunity at the Board's meeting to explain the basis for its petition.

The Board shall grant, grant in part, or deny the Contractor's request in a timely manner. The Board may deny the Contractor's request for any reason the Board deems appropriate. The Board's decision shall be final and non-appealable.

If the Contractor's request is granted in whole or in part, the Board may impose conditions or limitations on its approval. Among other things, the Board shall have the right to reduce the Contractor's Rate, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Administrator may reduce the Contractor's Rate to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the County should continue to pay the extraordinary Rate increase. The Administrator shall provide advance notice and a reasonable opportunity for the Contractor to be heard, before the Administrator reduces the Contractor's Rate. Any decision by the Administrator to reduce the Contractor's Rate may be appealed to the Board.

SECTION 31: MINIMUM INSURANCE REQUIREMENTS

31.1 CONTRACTOR'S INSURANCE

The Contractor shall maintain, on a primary and non-contributory basis, and at its sole expense, at all times after the Effective Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against claims, demands, or causes of action for injuries received or damages to people or property caused by or resulting from the Contractor's negligent acts, and errors or omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the County's review of and comments concerning the insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

- (a) Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- (b) Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the Contractor's work under this Agreement and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such

insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the Site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide and cause each subcontractor to provide adequate insurance, satisfactory to the County, for the protection of its employees not otherwise protected. Coverage shall include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.

- (c) Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this Agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- (d) Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy shall include Contractual Liability to cover the hold harmless and indemnity provisions in this Agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 any 1 fire
Medical Expense -	\$10,000 any 1 person

- (e) Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of the subcontract, insurance of the type specified above, or the Contractor shall insure the activities of its subcontractors in its policy, as specified above.
- (f) Waiver of Subrogation. The Contractor hereby waives any and all rights of subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

31.2 CERTIFICATE(S) OF INSURANCE

On or before the Effective Date, the Contractor shall provide the County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained

and in full force and effect. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify requirement, when available by endorsement from the Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier concerning the coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor shall provide notice to the County by email to pur_div@martin.fl.us within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the County's RFB (RFB2021-3340: Yard Trash Processing, Transport & Management) and this Agreement in the Certificate. The Certificate Holder shall be identified as:

Board of County Commissioners of Martin County
2401 SE Monterey Road
Stuart, Florida 34996

The County shall have the right to withhold any payment to the Contractor until evidence of coverage, reinstated coverage, or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase replacement insurance to satisfy the unmet requirements, and the Contractor shall reimburse any premiums or other expenses incurred by the County.

SECTION 32: PERFORMANCE BOND

The Contractor shall furnish to the County an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of One Hundred Fifty Thousand Dollars (\$150,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit F and shall be subject to the approval of the County Attorney and Risk Manager. The Performance Bond shall be issued by a surety company that is acceptable to the County. At a minimum, the surety company shall be rated "A" or better as to management and "FSC VIII" or better as to strength by Best's Insurance Guide or Surety and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days' prior notice to the County. The Contractor shall furnish the Performance Bond to the County's Purchasing Manager (c/o the County Attorney) at the address provided in Section 59, below, on or before the Effective Date. The Performance Bond shall be maintained in full force and effect at all times during the term of this Agreement.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 32 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the County against the Contractor for breach, default, or damages.

In the event of a strike of the employees of the Contractor or any other labor dispute or shortage which makes performance of this Agreement by the Contractor substantially impossible, the County shall have the right to call the Performance Bond five (5) days after giving notice to the Contractor. The County shall have the right, but not the obligation, to engage another Person to provide the necessary services under this Agreement.

SECTION 33: RECORDKEEPING AND REPORTING

The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location in Martin County for at least three (3) years following the expiration or termination of this Agreement.

The Contractor shall prepare and provide the County with a monthly activity report for each Operating Month. The monthly activity report shall follow the format shown in Exhibit C. The monthly activity report shall include the following information:

- (a) The weight of all inbound material accepted at the Site, the weight of all outbound Yard Trash transported from the Site, the weight of all other outbound material, and the weight of all remaining onsite material (i.e., the Net Balance On-Site). All data reported must agree with the County's scale house data.
- (b) A daily log of the hours of the Contractor's operations on site.
- (c) A daily log for each employee on-Site, including supervisors, operators, spotters, and any other full-time, part-time or casual laborers, indicating the times when the employee arrived and left the Site.
- (d) A daily log concerning the weather conditions on the Site, including wind speed and direction.
- (e) The date, time, location, and description of all watering methods used to control Fugitive Emissions.
- (f) The date, time, and wind speed when Contractor's operations were suspended due to the possibility of Fugitive Emissions.
- (g) The date, time, and location of each injury to the Contractor, its employees, or Customers requiring medical attention. These incidents also shall be reported to the County as soon as possible after providing treatment, followed by a written incident report within twenty-four (24) hours. All such incidents shall be noted in the Contractor's daily log.
- (h) All incidents involving damage to the County's Site, Center, buildings, equipment, or other property shall be reported to the County immediately and included in the monthly activity report.

All of the Contractor's reports to the County shall be submitted in an electronic (digital) format that is compatible with the County's software (currently Microsoft). Hard copies also shall be provided, if requested by the Director. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

All of the Contractor's reports and logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any reasonable time during normal business hours. Upon request, the information in the reports and logs shall be provided to the Director within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

The Contractor shall cooperate with the Director and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. The Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Director or the Contractor deem relevant under the circumstances.

The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except documents that are exempt from disclosure under Florida law. The Contractor's records shall be made available for inspection in the County during normal business hours, or the records shall be submitted to the County in an electronic (digital) format, within five (5) Operating Days after the Director requests the records.

SECTION 34: PUBLIC RECORDS

In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the County will become the property of the County and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws. If the Contractor claims that any documents provided to the County are exempt from Florida's public records laws, the Contractor must identify specifically any information that the Contractor considers confidential, proprietary, or trade secrets, and the Contractor must specifically cite the applicable law creating such exemption. In the event that the County is served with a subpoena or order of a court or agency seeking disclosure of a document identified by the Contractor as exempt from disclosure, the County shall notify the Contractor, and provide the Contractor with an opportunity to seek an appropriate protective order or other relief. The County may disclose any document in accordance with a lawful court or agency order, in the event that the Contractor fails to obtain a protective order, or other appropriate relief barring the disclosure of the Contractor's documents.

The Parties acknowledge and agree that the statements and provisions below are required to be included in this contract pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or

governmental function, or that the Contractor is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Contractor. As stated below, the Contractor may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor advice regarding its legal rights or obligations. The County shall provide the Contractor with written notice if the name or contact information for the Public Records Custodian changes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NO. 772-419-6959; E-MAIL: PUBLIC_RECORDS @MARTIN.FL.US; MAILING ADDRESS: 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

If the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor shall comply with the public records law and shall:

- (a) Keep and maintain public records required by the County to perform the services.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- (d) Upon completion of the Contractor's work under this Agreement, transfer at no cost to the County, all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, or the requirements of this Section 34 shall constitute a default under this Agreement and shall be grounds for termination of this Agreement.

SECTION 35: REGULATORY COMPLIANCE

The Contractor must obtain and maintain at all times any and all permits and licenses required to complete its work under this Agreement. The Contractor shall comply with all Applicable Laws. The Contractor shall follow the best management practices applicable to each aspect of the Contractor's activities.

The Contractor's activities on the Site are subject to regulation by the Florida Department of Environmental Protection ("FDEP") pursuant to the settlement agreement that is attached hereto as Exhibit G, and the FDEP Operating Permit that is attached hereto as Exhibit H, as well as any revisions to these documents that may be made from time to time. Pursuant to these and other applicable FDEP requirements, the Contractor shall use all reasonable measures to control Fugitive Emissions from all sources at the Site. Consistent with Section 15, above, the Contractor shall ensure that the on-Site management, Processing, storage and transport of materials does not cause Fugitive Emissions.

The Contractor may be required to submit reports to FDEP pursuant to FDEP's rules. The Contractor shall provide the County copies of these reports and all other reports that are sent to local, state or federal environmental agencies. All reports must be submitted to the County when they are submitted to the environmental agencies.

The Contractor shall coordinate with the County before the Contractor contacts or otherwise communicates with the FDEP concerning the settlement agreement and Operating Permit that are attached hereto as Exhibits G and H. The County shall have exclusive authority to determine whether to seek any amendments or modifications of the requirements contained in these documents.

SECTION 36: CITATIONS FOR NONCOMPLIANCE WITH AGENCY REGULATIONS

The Contractor shall conduct its operations in compliance with all Applicable Laws and this Agreement. If the Contractor receives any Citations, the Contractor shall provide a copy of each Citation to the County no later than five (5) Operating Days after the Citation is received by the Contractor. Thereafter, the Contractor shall keep the County informed about the on-going status of the Contractor's efforts to address the Citation. The Contractor shall notify the County when the Citation has been satisfactorily resolved. The Contractor shall pay all costs of investigating and responding to Citations, all costs of correcting deficiencies and achieving compliance with Applicable Law, and all fines assessed as a result of the Contractor's noncompliance with Applicable Law.

SECTION 37: THE CONTRACTOR'S RELATIONSHIP WITH THE COUNTY

37.1 AVAILABILITY OF THE CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Director shall have twenty-four (24) hour access to the Contractor's District Manager via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Director within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Director.

37.2 DIRECTOR'S REVIEW OF THE CONTRACTOR'S PERFORMANCE

The Director is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the County. The Contractor shall diligently work with the Director to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Director's review of the Contractor's work.

37.3 THE COUNTY'S RIGHT TO INSPECT THE CONTRACTOR'S OPERATIONS

The County shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully. The County is not obligated to provide advance notice of its inspections.

37.4 THE COUNTY'S RIGHT TO REVIEW OR APPROVE

Whenever this Agreement authorizes the County or one of its representatives (e.g., the Director) to approve a request by the Contractor, the County shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The County shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. However, the County shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

Under this Agreement the County shall have the right, but not the obligation, to review and comment on various documents provided by the Contractor, including the Transition Plan, Operations Plan, Contingency Plan, performance bond, and insurance. The County's failure to review or comment on any such document shall not in any way diminish the Contractor's duties, obligations, or liabilities hereunder. If the County notifies the Contractor that one of its plans or other documents fails to comply with the requirements in this Agreement, the Contractor shall

revise the document to correct the defect and then the Contractor shall submit the revised document to the County for its review, within ten (10) Operating Days after receiving the County's notice.

37.5 THE COUNTY'S RIGHT TO REQUIRE PERFORMANCE

The County shall have the right to take all steps necessary to ensure that the Contractor performs all of its duties and obligations under this Agreement in compliance with the requirements herein. If the Contractor fails to perform in compliance with this Agreement, the Director may instruct the Contractor to remedy the deficiency in the Contractor's performance. If the Contractor fails to do so within three (3) Operating Days after the Contractor receives the Director's request, or within such additional time as the Director deems reasonable under the circumstances, the County may take such measures as it deems appropriate using its own resources or by using a third party vendor to complete the tasks required. The County may deduct the cost of performing such tasks from the County's monthly payments to the Contractor. The remedies in this Section 37.5 shall be in addition to and not in lieu of any other remedy contained herein.

37.6 EDUCATIONAL TOURS

When requested by the Director, the Contractor shall conduct educational tours of the Site for the County, students, and other members of the public. The Director shall provide reasonable advance notice to the Contractor before scheduling any such tours. The Director shall coordinate with the Contractor to ensure that such tours do not unduly interfere with the Contractor's operations at the Site.

37.7 MODIFICATIONS TO SCOPE OF SERVICES

The Contractor's scope of services under this Agreement may be modified pursuant to written amendments of this Agreement, but only if such amendments are mutually acceptable to both Parties and executed in accordance with the procedures set forth herein. For example, the Contractor and the County may wish to consider the following amendments to this Agreement in the future:

- (a) Processing Services. The Contractor may be asked, from time to time, to perform additional services affiliated with Processing Yard Trash at the Site or the Center.
- (b) Emergency Services. In the event of an emergency or Force Majeure event:
 - (1) The Contractor may be asked to provide emergency services to the County. This work may include supplemental Processing of Yard Trash at the Site, the Center, or other locations designated by the County.
 - (2) Notwithstanding anything else contained herein, the County shall have the exclusive right to determine how and when it responds to an emergency or Force Majeure event. The County may hire additional third-party contractors or use the County's own employees and resources to address such conditions. The Contractor shall have no right to additional compensation for providing

services during an emergency or Force Majeure event, unless the County and the Contractor execute an appropriate written agreement authorizing additional payments for the Contractor's services.

(3) Any compensation paid to the Contractor for providing emergency services shall be determined solely by the County and shall be limited to either:

(i) The Rate established in this Agreement or

(ii) The rates for labor and equipment established or approved by the Federal Emergency Management Agency.

(c) Public convenience center. The County may wish to provide a public drop-off center or convenience center in the future. The County and the Contractor agree to work cooperatively and in good faith to evaluate the potential cost, location, operation, and benefits of such a facility.

(d) Emerging markets and technologies. The County and the Contractor agree that Recycling markets and technologies are continuing to evolve. The Parties agree to work cooperatively to evaluate changes that have the potential to reduce the costs of Recycling, improve Recycling operations, or improve Recycling rates.

SECTION 38: NO LIABILITY FOR FORCE MAJEURE EVENTS

If the County or the Contractor is unable to perform or is delayed in the performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for the time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the County or the Contractor to correct the adverse effect of such event of Force Majeure.

The Contractor shall not be entitled to compensation from the County during the period of time when the delay or non-performance occurs, except and only to the extent that the Contractor is able to perform in compliance with the requirements herein. The County shall not be liable for any loss suffered by the Contractor as a result of an event of Force Majeure.

Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.

To be entitled to the benefit of this Section 38, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 38, time is of the essence.

SECTION 39: ADMINISTRATIVE CHARGES

The County and the Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 39 and for which the Contractor

would otherwise be liable. Accordingly, the Contractor and the County have established the terms and amounts of the administrative charges set forth herein, and the Parties agree that the administrative charges are reasonable under the circumstances. The Contractor and the County also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement:

- (a) Failure to pick up or clean up Solid Waste, litter, or other material on the Site in compliance with the requirements in this Agreement, within one Operating Day after receiving oral notification by the Director. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment. An additional assessment shall be imposed for each additional Operating Day of delay.
- (b) Failure to clean up spilled liquids, including but not limited to oil and hydraulic fluids, within the deadlines set forth in Section 18. Each failure shall result in the imposition of an assessment of Five Hundred Dollars (\$500). An additional assessment shall be imposed for each additional Operating Day of delay.
- (c) Failure to prevent Fugitive Emissions on the Site. Each occurrence of Fugitive Emissions shall result in the imposition of an assessment in the amount of Three Hundred Dollars (\$300). An additional assessment shall be imposed for each additional Operating Day of delay.
- (d) Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty. Each failure shall result in the imposition of an assessment in the amount of One Hundred Dollars (\$100).
- (e) Failure to file a report or document required herein within five (5) Operating Days after receiving written notice from the County that such report or document is overdue. Each failure shall result in the imposition of an assessment in the amount of One Hundred Dollars (\$100) for each report or document. An additional assessment shall be imposed for each additional Operating Day of delay.
- (f) Failure to have a trained spotter or operator on duty at a Tipping Area when Yard Trash is being unloaded at that Tipping Area. Each failure shall result in the imposition of an assessment of One Hundred Dollars (\$100).
- (g) Placing, storing, or otherwise having any vehicles, equipment, supplies, processed or unprocessed Yard Trash, or other materials outside the Site, and on the County's property, without receiving the Director's prior written approval for such actions, more than two (2) Operating Days after receiving the Director's oral instructions to remove the same. Each such event shall result in the imposition of an assessment in the amount of Two Hundred Dollars (\$200). An additional assessment shall be imposed for each additional Operating Day of delay.

SECTION 40: OPERATIONS DURING DISPUTE

If a dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

SECTION 41: LIABILITY AND DAMAGES

41.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement.

41.2 DAMAGES

The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply except as provided for under either Party's rights to the Performance Bond or the insurance proceeds, or as provided by Applicable Law.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the County the following:

- (a) All lawful fines, penalties, and forfeitures charged to the County by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the County as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

41.3 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

SECTION 42: INDEMNIFICATION

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the County, defend, each County Indemnified Party from and against any Indemnified Loss. The obligation of the Contractor under this Section 42 is absolute

and unconditional; to the extent allowed by Applicable Law or not otherwise prohibited, it is not conditioned in any way on any attempt by a County Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the County Indemnified Party.

The County may employ any outside counsel of its choice or may use its in-house counsel to enforce or defend the County's right to indemnity provided by this Agreement. If a County Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the County Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a County Indemnified Party any and all costs and expenses incurred by the County Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the County Indemnified Party is entitled to indemnification under this Agreement, whether or not the County Indemnified Party is a party or potential party to it.

SECTION 43: DISPUTE RESOLUTION AND LITIGATION

43.1 DUTY TO COOPERATE

The County and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.

43.2 DUTY TO MEDIATE

As a condition precedent to filing a lawsuit, all claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding, at law or in equity. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The Parties shall take all reasonable measures necessary to effectuate such tolling.

43.3 MEDIATION PROCEDURES

Mediation may be initiated by either Party by serving a written request for mediation on the other Party. The Parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the Parties cannot agree on the selection of a mediator, the County shall select the mediator, who, if selected solely by the County, shall be a mediator certified by the Supreme Court of Florida. The mediation shall be conducted in Martin County, Florida, in accordance with the Florida Supreme Court's mediation rules and Chapter 44, Florida Statutes, within sixty (60) days after the appointment of the mediator. The mediator's fee shall be paid in equal shares by each Party to the mediation. Each Party shall pay their own attorneys' fees and costs for the mediation.

43.4 FAILURE TO MEDIATE

If a Party fails to comply with the requirements in Sections 43.2 or 43.3, above (e.g., by filing a lawsuit without mediating before filing the lawsuit), the breaching Party shall be liable for the reasonable attorneys' fees and costs incurred by the other Party in enforcing the provisions herein, and such fees and costs shall be awarded by the Court.

43.5 ATTORNEYS' FEES

In any dispute concerning this Agreement, the Parties shall pay their own costs, attorneys' fees, and expenses, including the costs, fees, and expenses incurred in any trial, appeal, and mediation concerning the issues in dispute, except as otherwise provided in Section 43.4, above, and Section 43.7, below. Nothing herein shall constitute a waiver of Section 57.105, Florida Statutes, as amended.

43.6 WAIVER OF JURY TRIAL

The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. AFTER CONSULTING WITH THEIR OWN LEGAL COUNSEL, THE COUNTY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT. THIS WAIVER OF A TRIAL BY JURY INCLUDES BUT IS NOT LIMITED TO TRIALS WITH AN ADVISORY JURY.

43.7 SANCTIONS FOR REQUESTING JURY TRIAL

IF A PARTY REQUESTS A JURY TRIAL, INCLUDING BUT NOT LIMITED TO A TRIAL WITH AN ADVISORY JURY, IN ANY CASE IN WHICH THE RIGHT TO A JURY TRIAL HAS BEEN WAIVED PURSUANT TO SECTION 43.6, THAT PARTY SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY THE OTHER PARTY IN OPPOSING THE REQUEST FOR A JURY TRIAL, PROVIDED: (A) THE PARTY OPPOSING THE REQUEST NOTIFIED THE OTHER PARTY IN WRITING THAT THE RIGHT TO A JURY TRIAL HAD BEEN WAIVED PURSUANT TO SECTION 43.6; (B) THE PARTY REQUESTING THE JURY TRIAL FAILED TO WITHDRAW ITS REQUEST WITHIN THIRTY (30) DAYS AFTER RECEIVING SUCH NOTICE; AND (C) THE COURT RULES THAT THE RIGHT TO A JURY TRIAL HAD BEEN WAIVED PURSUANT TO SECTION 43.6. IN SUCH CASES, THE COURT SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS TO THE PARTY OPPOSING THE JURY TRIAL.

43.8 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Martin County, Florida. Venue shall lie exclusively in Martin County.

43.9 WAIVER OF TORT CLAIMS

The Parties expressly and specifically hereby waive all tort claims they may have arising under or in any way connected with this Agreement.

43.10 REMEDIES ARE CUMULATIVE

Except as otherwise expressly provided herein, the remedies specified in this Agreement supplement, and are not in lieu of, any other remedies provided at law or in equity.

SECTION 44: NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver of the County's sovereign immunity in tort actions or a waiver of any provisions in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the County's consent to be sued by any third party in any matter arising out of this Agreement.

SECTION 45: NO THIRD PARTY BENEFICIARIES

This Agreement does not create any third party beneficiaries. This Agreement confers no rights whatsoever upon any Person other than the County and the Contractor. This Agreement does not create and shall not be interpreted as creating any standard of care, duty, or liability to any Person not a Party hereto, except County Indemnified Parties.

SECTION 46: ENVIRONMENTAL CONDITIONS ON SITE

The Contractor recognizes and acknowledges that the Center has been used for the management and disposal of Solid Waste and, further, groundwater contamination has been detected in the past beneath portions of the Center. In addition, the Contractor recognizes and acknowledges that the County makes no representations or warranties whatsoever concerning the environmental conditions on, in, or beneath the Center. The County also makes no representations or warranties as to whether any pollution or Hazardous Material exists on, in, or beneath the Site.

SECTION 47: PRE-EXISTING CONTAMINATION

The Contractor shall have no liability to the County for any pollution, Hazardous Material, or other contamination on, in, or beneath the Site to the extent that it (a) is present on the date when the Contractor takes possession of the Site or (b) is caused by or results from a release, discharge, or migration of pollution or Hazardous Material on to the Site as a result of the County's acts or omissions. However, notwithstanding the foregoing, the Contractor shall be responsible and liable for pollution, Hazardous Material, or other contamination in, on, beneath, or adjacent to the Site to the extent that it is caused by or results from the Contractor's acts or omissions. For purposes of this Section 47, the acts and omissions of the County and the Contractor include the acts and omissions of their respective officers, employees, agents, invitees, contractors, subcontractors, and anyone acting on their behalf.

SECTION 48: BREACH AND TERMINATION OF AGREEMENT

48.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

- 48.1.1 Refusing to comply with any lawful order of the Director.
- 48.1.2 Failing to begin work within the time specified in this Agreement.
- 48.1.3 Discontinuing operations without prior authorization from the Director.
- 48.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 48.1.5 Failing to obey any Applicable Law.
- 48.1.6 Soliciting or accepting any Rate, charges or fees from Customers, without receiving the Director's prior written approval.
- 48.1.7 Failing to deliver Yard Trash, Recyclable Materials, or Solid Waste, including Unacceptable Waste, to a facility that is licensed and fully permitted to receive such materials pursuant to Applicable Law.
- 48.1.8 Failing to pay, or circumventing the payment of, any fee that the Contractor is obligated to pay pursuant to this Agreement.
- 48.1.9 Failing to comply with the procedures in the Contractor's Operations Plan.
- 48.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 48.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- 48.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 32.
- 48.1.13 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.
- 48.1.14 Failing to comply with the limitations in Section 14 concerning the on-Site storage of Yard Trash and other materials (1,500 tons) for two (2) consecutive Operating Months or three (3) Operating Months in any Operating Year.

Before a Party may terminate this Agreement pursuant to this Section 48.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure period. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Administrator in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 48.1.16, 48.1.17, 48.1.18, and 48.1.19, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

48.1.16 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

48.1.17 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

48.1.18 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

48.1.19 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the County.

48.2 HABITUAL VIOLATIONS

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the County may conclude that the Contractor is a “habitual violator,” regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the County concludes the Contractor is a habitual violator, the County shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Board may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Board.

48.3 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue to provide its services in compliance with the requirements herein for an interim period of up to six (6) additional Operating Months, if requested to do so by the County. The Contractor shall be paid for its services during the interim period at the Rate authorized under this Agreement, subject to any adjustments pursuant to Sections 28 and 29.

Notwithstanding anything else contained herein, the County may hire an alternate Person to provide Processing services for Yard Trash if the Contractor fails to provide Processing services for a period of five (5) consecutive Operating Days. The County’s interim service provider shall continue to provide Processing services until the Contractor demonstrates to the County’s satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the County may terminate this Agreement, effective as of the date designated by the County. The Contractor shall reimburse the County for any and all reasonable costs incurred by the County related to or arising from the use of an alternate Person to provide Processing services.

48.4 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 48, neither the County nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the County shall pay all amounts owed to the

Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Section 42 shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination, including Sections 26, 27, 28, 34, 36, and 41.

48.5 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate this Agreement, without cause, for any reason or for no reason. If the County wishes to exercise this right, the County shall provide written notice to the Contractor at least one hundred eighty (180) days before the date designated by the County for the termination of the Agreement.

SECTION 49: EXTENDED SERVICES

The County anticipates that, before this Agreement expires, the County will issue a RFB or otherwise attempt to procure a third party's services to manage the County's Yard Trash following the expiration of this Agreement. However, the Parties recognize that delays in the County's procurement process or other factors may cause an interruption in the services provided to the public, between the expiration of this Agreement and the commencement of services under a future contract. Accordingly, the County shall have the right to extend this Agreement unilaterally for up to six (6) additional Operating Months if the County deems it necessary to protect public health, safety, or welfare. If the County elects to exercise this right, the Contractor shall provide its services in compliance with the requirements herein, and the Contractor shall be paid for its services during the extension period at the Rate authorized under this Agreement, subject to any adjustments to the Rate authorized pursuant to Sections 28 and 29.

SECTION 50: WAIVER OF RIGHTS

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or the Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the County or the Contractor thereafter to enforce same. Nor shall waiver by the County or the Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

SECTION 51: SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

SECTION 52: SURVIVABILITY

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 53: AMENDMENT OF THE AGREEMENT

No modifications or amendments to this Agreement shall be effective unless made in writing and executed by the Parties with the same formalities as the execution of this Agreement.

SECTION 54: ASSIGNMENTS, TRANSFERS, AND SUBCONTRACTS

The Contractor shall perform all of the services and provide all of the goods and equipment required by this Agreement. No assignment or subcontracting of any part or all of this Agreement shall be allowed without the prior written consent of the County. In the event of a corporate acquisition or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition or merger represents a conflict of interest or is contrary to an Applicable Law.

SECTION 55: CONSTRUCTION OF AGREEMENT

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.

- (d) Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.
- (e) The word "Section" refers to sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to the Florida Statutes).
- (f) The word "herein" refers to the provisions in this Agreement.

SECTION 56: DOCUMENTS COMPRISING AGREEMENT

This Agreement and the exhibits attached hereto comprise the entire agreement and understanding between the County and the Contractor. The exhibits attached to this Agreement are incorporated herein by reference. After the Effective Date, the Agreement shall be supplemented with and shall include the following: (a) Performance Bonds; (b) Insurance Certificates; and (c) any amendments to this Agreement that are approved by the Board and the Contractor. There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting this Agreement. In the event that parol evidence is required to interpret this Agreement, the order of precedence shall be: (x) Martin County's Request for Bids (RFB 2021-3340) and all of its addenda and attachments; and then (y) the Contractor's Response to the RFB.

SECTION 57: INDEPENDENT CONTRACTOR STATUS

The Contractor is and shall remain an independent contractor. The Contractor is not an agent, employee, partner, or joint venturer of the County.

SECTION 58: CONFLICT OF INTEREST

The Contractor represents that it has no interest and shall acquire no interest that conflicts in any manner with the performance of the Contractor's duties and obligations hereunder, as provided for in Chapter 112, Part III, of the Florida Statutes. The Contractor further represents that no person having any such interest shall be employed by the Contractor for said performance. The Contractor shall notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake, and request an opinion from the County that the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor. If the County shall so state, the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to the services provided to the County by the Contractor under the terms of this Agreement.

SECTION 59: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as otherwise expressly provided herein, such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by facsimile. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier (facsimile) and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

As to County:	County Administrator Martin County 2401 SE Monterey Road Stuart, Florida 34996 772-288-5939
Copy to:	County Attorney Martin County 2401 SE Monterey Road Stuart, Florida 34996 772-288-5442
As to the Contractor:	Scott Wilson, President Camo Farms, Inc. 200 2 nd Avenue South, Suite 270 St. Petersburg, FL 33701 918-978-7128

Both Parties reserve the right to designate a different representative or representatives in the future, or to change their contact information, by providing written notice to the other Party.

SECTION 60: NOTICE FOR RADON

Section 404.056(5), Florida Statutes, provides the following notice:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the county health department.

SECTION 61: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the County that:

(a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

(b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.

(c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the County against the Contractor in accordance with its terms, except to the extent its enforceability is limited by the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations.

(d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained by the Contractor after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or managers are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation or by-laws; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.

(e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the Contractor in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its duties and obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.

(f) The Contractor did not engage, directly or indirectly, in any collusion, bribery,

deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.

(g) None of the agents, members, managers, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.

(h) The personnel employed by the Contractor have the proper skills, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in compliance with this Agreement.

(i) No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

(j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the County that the Contractor is not on either of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the County may terminate this Agreement and civil penalties may be assessed against the Contractor, if the Contractor is found to have submitted a false certification.

(k) The Contractor acknowledges that it has made, or had an opportunity to make, a thorough and complete inspection of the Center and the Site, and the Contractor is fully advised of the condition of each. The Contractor fully accepts the Site, including all improvements on the Site, as-is, where-is, in their present condition.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

ATTEST

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Carolyn Timmann
Clerk of Circuit Court & Comptroller

Stacey Hetherington
Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Sarah W. Woods
County Attorney

WITNESSES:

Molly Wilson
Signature

Molly Wilson
(Print name of witness)

Kate Wilson
Signature

Kate Wilson
(Print name of witness)

CAMO FARMS, INC.

By: [Signature]
Scott Wilson, President

ACKNOWLEDGMENT

Oklahoma
STATE OF ~~FLORIDA~~)
) SS:
COUNTY OF Jesse)

The foregoing Agreement was acknowledged before me, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, this 22nd day of Sept, 2021 by Scott Wilson, as President of Camo Farms Inc an organization authorized to do business in the State of Florida, and who executed the foregoing Agreement as the proper official of Camo Farms Inc for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and city aforesaid on this 22nd day of Sept, 2021.

My Commission Expires:



C.J. Novak
NOTARY PUBLIC

EXHIBIT A-1
TRANSFER STATION AND RECYCLING CENTER






**EXHIBIT A-2
YARD TRASH SITE**



Yard Trash Site
1.38 Acres

EXHIBIT B LEGAL DESCRIPTION OF SITE

LEGAL DESCRIPTION TO ACCOMPANY SKETCH	
LYING IN SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST MARTIN COUNTY, FLORIDA	
LEGAL DESCRIPTION:	
A TRACT OF LAND LOCATED IN SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA DESCRIBED AS FOLLOWS:	
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE, NORTH 89°50'13" WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 2676.60 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7; THENCE, NORTH 40°04'02" WEST A DISTANCE OF 1627.14 TO THE POINT OF BEGINNING ; THENCE, NORTH 58°17'53" WEST A DISTANCE OF 60.56 FEET; THENCE, NORTH 65°50'23" WEST A DISTANCE OF 59.24 FEET; THENCE, NORTH 75°22'46" WEST A DISTANCE OF 24.02 FEET; THENCE, NORTH 88°29'24" WEST A DISTANCE OF 19.20 FEET; THENCE, NORTH 31°12'02" WEST A DISTANCE OF 83.87 FEET; THENCE, NORTH 03°44'02" EAST A DISTANCE OF 240.47 FEET; THENCE, NORTH 90°00'00" EAST A DISTANCE OF 176.31 FEET; THENCE, SOUTH 00°15'46" EAST A DISTANCE OF 110.13 FEET; THENCE, NORTH 90°00'00" WEST A DISTANCE OF 12.12 FEET; THENCE, SOUTH 01°25'56" EAST A DISTANCE OF 20.21 FEET; THENCE, SOUTH 84°48'08" EAST A DISTANCE OF 11.16 FEET; THENCE, SOUTH 00°07'09" WEST A DISTANCE OF 242.99 FEET TO THE POINT OF BEGINNING ,	
CONTAINING 1.37 ACRES MORE OR LESS,	
LEGEND	
INC. - INCORPORATED LB - LICENSED BUSINESS LTD. - LIMITED	LS - LICENSED SURVEYOR P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT
 - SECTION CORNER  - 1/4 SECTION CORNER	
SURVEYOR'S NOTES	SURVEYOR'S CERTIFICATION:
1. THE BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED BEARING OF N 89°50'13" W ALONG THE SOUTH LINE OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA.	I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.227, FLORIDA STATUTES.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	 Digitally signed by Steven N Brickley Date: 2021.03.11 15:00:16 -05'00'
NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION. DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.	STEVEN N. BRICKLEY PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE No. LS-6541
THIS IS NOT A SURVEY	BOWMAN CONSULTING GROUP, LTD., INC. CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8039
YARD TRASH SITE	
A PORTION OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST MARTIN COUNTY FLORIDA	
Bowman CONSULTING	
Bowman Consulting Group, Ltd., Inc. 301 SE Ocean Blvd. Suite 501, Stuart, Florida 34954 www.bowmanconsulting.com	Phone: (772) 285-1413 Fax: (772) 225-7851
Professional Surveyors and Mapper Business Certificate # LB 8039	
PATH: P:\010025-02-006\Survey\Title PROJECT No. 010025-02-006 CADD FILE 025-02-006 SKT	
REVISED DATE: 3-11-2021 DATE: NOV. 23, 2020 SCALE: N/A SHEET 1 OF 2	

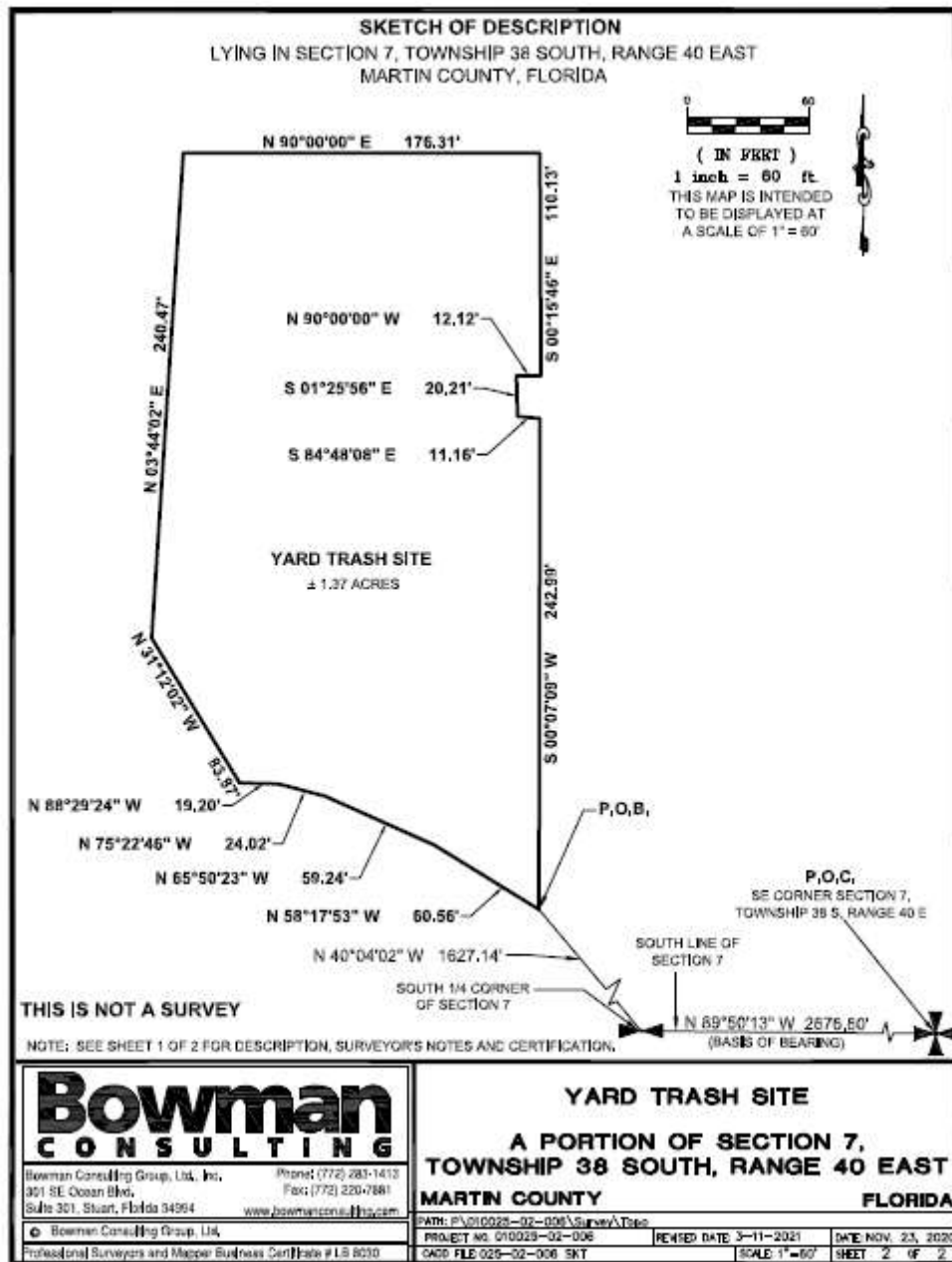


EXHIBIT C
SAMPLE MONTHLY ACTIVITY REPORT

MARTIN COUNTY SOLID WASTE DIVISION
UTILITIES & SOLID WASTE DEPARTMENT

VEGETATIVE WASTE
PROCESSING
MONTHLY ACTIVITY REPORT
PERIOD ENDING: _____

	CURRENT MONTH
<u>INBOUND MATERIAL</u> VEGETATION	<input type="text"/>
<u>OUTBOUND MATERIAL</u> VEGETATION	<input type="text"/>
NET BALANCE FOR CURRENT MONTH	<input type="text" value="0.00"/>

**MATERIAL ON SITE AT
BEGINNING OF CURRENT MONTH**

NET BALANCE ON SITE

MONTHLY ACTIVITY REPORT
PART B. DAILY ACTIVITY REPORT

					FUGITIVE EMISSIONS ACTION (2)	
DATE	OPENING TIME	CLOSING TIME	SUPERVISOR ON DUTY	WEATHER LOG (1)	WATERING	OPERATIONS SUSPENDED
3/1/2018	7:45 AM	5:45 PM	M. JONES	X	N/A	N/A
3/2/2018						
3/3/2018						
3/4/2018						
3/5/2018						
3/6/2018						
3/7/2018						
3/8/2018						
3/9/2018						
3/10/2018						
3/11/2018						
3/12/2018						
3/13/2018						
3/14/2018						
3/15/2018						
3/16/2018						
3/17/2018						
3/18/2018						
3/19/2018						
3/20/2018						
3/21/2018						
3/22/2018						
3/23/2018						
3/24/2018						
3/25/2018						
3/26/2018						
3/27/2018						
3/28/2018						
3/29/2018						
3/30/2018						
3/31/2018						

(1) CHECK BOX IF WEATHER DATA LOG ATTACHED

(2) CHECK BOX AND ATTACH DETAILS FOR FUGITIVE EMISSIONS ACTIVITY OCCURS

EXHIBIT D
SAMPLE INVOICE

Contractor's Name: _____

For the period ending: _____

Outbound Yard Trash: _____ Tons

Outbound Solid Waste: _____ Tons

Other [Describe]: _____ Tons

Amount Owed to Contractor: _____ Dollars

The amount owed to the Contractor is equal to the amount of Outbound Yard Trash (measured in tons) multiplied by the Contractor's current Rate (\$17.39), minus the amount of Outbound Solid Waste (measured in tons) multiplied by the County's current Tipping Fee for Garbage (\$42.00 per ton).

EXHIBIT E
CONTRACTOR'S RATE

Rate for Processing Yard Trash: \$17.39 per ton

EXHIBIT F
FORM OF PERFORMANCE BOND

CONTRACTOR:

Camo Farms, Inc.
200 2nd Avenue South, Suite 270
St. Petersburg, FL 33701
Telephone: 918-978-7128
Facsimile: _____

SURETY (name, principal place of business, and phone number):

COUNTY:

County Administrator
Martin County
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: (772) 288-5939
Facsimile: (772) 288-5432

BOND No.

Date: _____

Amount: One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)

KNOW ALL MEN BY THESE PRESENTS that we, Camo Farms, Inc. (hereinafter "CONTRACTOR"), as Principal, and _____, hereinafter "SURETY"), as Surety, are held and firmly bound unto Martin County, Florida (hereinafter "COUNTY"), as Obligee, in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read the "Agreement and Lease for Yard Trash Processing Services" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Sections 41 (Liability and Damages") and 48 ("Breach and Termination of Agreement"); and

WHEREAS, the COUNTY's execution of the Agreement and Lease with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought

against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Martin County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Signature

Printed Name

Title

Date

Witnesses:

Signature

Printed Name

Signature

Printed Name

SURETY
Company: (Corporate Seal)

Signature

Printed Name

Title

Date

Signature

Printed Name

Signature

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

**EXHIBIT G
FDEP SETTLEMENT AGREEMENT**

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

DOAH Case No. 05-0100EF
OGC File No. 04-1862E

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION,
Petitioner,

vs.

MARTIN COUNTY,
Respondent.

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WEST PALM BEACH

SETTLEMENT AGREEMENT

Petitioner, State of Florida Department of Environmental Protection, and Respondent, Martin County, by and through their respective undersigned officials, hereby agree to settle and resolve all issues raised by the Notice of Violation and Petition for Administrative Hearing filed in this case, in accordance with section 120.57(4), Florida Statutes (2005).

1. Definitions. The following words and phrases, when used in this document, shall have the following meanings:

A. Agreement: this "Settlement Agreement" by and between the Petitioner and the Respondent.

B. County: the Respondent, Martin County, a political subdivision of the State of Florida.

C. Department: the Petitioner, State of Florida Department of Environmental

Protection, an agency of the State of Florida.

D. DOAH: the Division of Administration Hearings of the State of Florida.

E. Facility: the Palm City II Landfill and associated improvements located at 9101 SW Busch Street, Palm City, Martin County, Florida.

F. Notice: the "Notice of Violation, Orders for Corrective Action, and Administrative Penalty Assessment" issued by the Department to the County on November 23, 2004.

G. Parties: a collective reference to the Department and the County.

H. Permit: the Title V Air Operation Permit, number 0850120-003-AV, issued to the County by the Department and renewed on July 29, 2004, allowing and regulating operation of the Facility by the County.

I. Petition: the "Petition for Administrative Hearing" filed by the County with the Department on or about December 20, 2004, pursuant to sections 120.569 and 403.121(2), Florida Statutes (2004), requesting that an administrative hearing be conducted by DOAH in accordance with sections 120.569 and 120.57, Florida Statutes (2004).

2. Authority. The Parties agree that the Department has the power and authority to enforce the provisions of all permits issued by it, including the Permit, pursuant to the provisions of Chapter 403, Florida Statutes, and the rules promulgated pursuant thereto and codified in Chapter 62, Florida Administrative Code. The Parties further agree that the County has the power and authority to operate the Facility pursuant to and in accordance with the Permit, and including but not limited to a vegetative debris mulching operation.

3. Intent. It is the intent of the Parties to resolve fully all issues now pending between them pursuant to the Notice and the Petition, without reservation; to avoid the

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PALM BEACH

administrative hearing as requested in the Petition; to bring about changes in the County's operation of the Facility and especially the vegetative debris mulching operation; and to cause the dismissal of the Notice and the Petition, with prejudice, upon the execution of this Agreement by both Parties.

A. The Parties agree that the terms of this Agreement are the result of extensive negotiations to resolve factual and legal issues raised by or related to the Notice and the Petition, but are not intended by the Parties to constitute any admission of wrongdoing or liability by either Party nor by anyone acting on behalf of either Party, nor to establish any precedent for the resolution of any other case, dispute, or controversy, either by the Parties or by any other person, business, government, or other legal entity.

B. This Agreement is the Parties' settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Agreement is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law.

C. The Parties agree that the resolution of this matter through this Agreement does not involve a civil penalty of \$2,000.00 or more for purposes of history of noncompliance considerations undertaken by the Department pursuant to the authority found within section 403.121(7), Florida Statutes (2004).

4. Operational Modifications. Upon the execution of this Agreement by the Parties, the County agrees to make changes to the vegetative debris mulching facility located at the Facility pursuant to the Permit, as follows:

A. The site of actual mulching will be moved eastward of its current location, to the

east side of the solid waste transfer station being constructed at the Facility, and the new location of the site will include the construction of a paved area for mulching, the installation of mesh screening along the west side of the mulching site, the planting of landscaping around the mulching site, the installation of equipment to produce a water mist curtain during actual mulching, and the installation of a wind speed measuring device. Actual work on the new location shall commence within six months after the execution of the Agreement and shall be completed within 1 year after the execution of the Agreement, provided that the Department process, in accordance with law, any modifications of the Permit which may be required and that no administrative challenge to the modification is filed pursuant to Chapter 120, Florida Statutes.

B. The actual mulching operation will be modified as follows:

(1) Effective immediately upon execution of this Agreement, by modifying the actual mulching operation by:

~~(a) The piles of vegetative debris to be mulched being watered daily;~~

and

~~(b) Mulching being suspended whenever the wind speed at the site exceeds 15 mph sustained wind speed for one-half hour, as measured by the on-site wind speed measuring device.~~

(2) Upon the relocation of the mulching site, as described above, by modifying the actual mulching operation by:

(a) Only conducting mulching at the new location, on the east side of the solid waste transfer station being constructed at the Facility, and

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WEST PALM BEACH

~~(to be by the use of a water mist curtain whenever mulching is actually~~

~~being done)~~

C. The Parties agree that the operational modifications outlined within paragraph 4.B. of this Agreement will become part of the Permit's Facility-wide Condition 7, and will be included among the reasonable precaution activities to be taken to prevent emission of unconfined particulate matter. The County shall provide written notice to both the Department and EPA at least 7 days prior to implementing the operational modifications and shall attach a copy of each notice to the Permit. The written notice shall state the date on which the modification(s) will occur and a specification of the modification(s) being accomplished at that time.

5. Reimbursement of Costs. The Parties agree that, within sixty days of the execution of this Agreement by the Parties, the County shall reimburse the Department for its costs associated with this matter, and the Department agrees to accept such reimbursement as payment in full by the County of such costs, in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).

6. Facility Compliance with Law. The County shall forthwith comply with all applicable Department rules regarding air pollution control in the operation of the Facility. The County shall implement the Operational Modifications within the timeframes established above and comply with all applicable rules in Fla. Admin. Code Chapter 62.

7. Dismissal of Petition. Upon the execution of this Agreement by the Parties, the Department shall dismiss the Petition, with prejudice, and the County shall agree not to oppose such dismissal.

8. Attorney's Fees. The Parties agree that each shall bear its own attorney's fees related to

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WEST PALM BEACH

this matter, including the negotiation and execution of this Agreement, and shall have no recourse whatsoever against any other Party, nor against any officer, employee, agent, or representative of any other Party, for payment of such attorney's fees.

9. Changes in Law. Nothing in this Agreement shall be construed to relieve any Party from adhering to the law, and in the event of a change in any statute or administrative rule that is adopted after the execution of this Agreement and which is inconsistent with a provision of this Agreement, the statute or rule shall take precedence and the provision of this Agreement shall be deemed modified to be consistent with the change, if possible, and if not, then the inconsistent provision shall become void.

10. Third Party Beneficiaries. Nothing in this Agreement is intended to benefit anyone who is not a named Party to this Agreement.

11. Complete Agreement. This written document, including any attachments mentioned in it, constitutes the complete Agreement between the Parties. No prior, contemporaneous, or future verbal or written representation, assurance, or promise made by or on behalf of any Party may be considered to be part of this Agreement unless it has been included in this written document.

12. Construction of Agreement. This written document is the result of mutual effort by all of the Parties equally and thus, in the event of any ambiguity in its terms or provisions, this Agreement shall not be construed more favorably towards any Party on the basis of who was responsible for its draftsmanship.

13. Amendment of Agreement. After executing this written document, the Parties may subsequently agree to amend this Agreement, but only in writing, executed by both of the Parties to this Agreement.

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14. Duplicate Originals. The Parties may execute as many duplicate "originals" of this Agreement as may be necessary, so that each Party may possess an "original" of the Agreement, and for any other purpose for which an "original" is necessary, including (but not limited to) the recording of an "original" in the public records of Martin County, Florida.

15. Effective Date. This Agreement constitutes "agency action" as defined in section 120.52(2), Florida Statutes (2004) and therefore will become final and effective on the date it is filed with the Clerk of the Department, after being executed by both Parties, unless a petition for administrative hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition, this Agreement will not be effective until further notice of final action by the Department in accordance with Chapter 120, Florida Statutes. This Agreement is also subject to approval by the Board of County Commissioners of Martin County, and execution of it by the

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WEST PALM BEACH

Chairman or Vice-Chairman of the Board.

DONE AND EXECUTED in Leon County and Martin County, Florida, on the respective
dates set forth below.

ATTEST:

Marsha Ewing by H. Peterson, N-C
MARSHA EWING, CLERK

4-7-06
Date

4-7-2006
Date

FOR THE RESPONDENT:

MARTIN COUNTY, FLORIDA

Susan L. Valliere
Susan L. Valliere
Chairman, Board of County Commissioners

Approved as to form and legality:

David A. Acton
David A. Acton
Senior Assistant County Attorney

FOR THE PETITIONER:

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Kevin R. Neal
Kevin R. Neal
District Director

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is
hereby acknowledged.

04-24-06
Date

Cynthia A. Lenoir
CLERK

cc: Lea Crandall, Agency Clerk
Mail Station 35

EXHIBIT H FDEP PERMIT



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
SOUTHEAST DISTRICT OFFICE
3301 GUN CLUB ROAD, MSC 7210-1
WEST PALM BEACH, FL 33406
561-681-6600

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

January 7, 2015

BY ELECTRONIC MAIL
Pyancey@martin.fl.us

In the Matter of an
Application for Permit by:

DEP File No. 0123520-016-SC
Martin County
SW Palm City II Landfill
WACS ID Number: 68803
Permit Files

Mr. Patrick Yancey, Solid Waste Administrator
Martin County Utilities and Solid Waste Department
Post Office Box 9000
Stuart, FL 34995-9000

Dear Mr. Yancey:

Enclosed is Permit Number 0123520-016-SC for renewal to operate a Solid Waste Management Facility issued pursuant to Sections 403.087, Florida Statutes. This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399 3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period

www.dep.state.fl.us

shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information.

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573 of the Florida Statutes is not available for this proceeding.

Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department.

Should you have any questions, please contact Mr. Amede Dimonnay of this office, telephone number (561)681-6667.

Executed in the City of West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jill S. Creech, P.E.
Southeast District Director


JSC/PAW/AT/ad

Copies furnished electronically to:

Kevin Vann, P.E., CDMsmith, VannKN@cdmsmith.com
Richard Tedder, SW/TLH, richard.tedder@dep.state.fl.us
Tor Bejnar, SW/TLH, tor.bejnar@dep.state.fl.us



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
SOUTHEAST DISTRICT OFFICE
3301 GUN CLUB ROAD, MSC 7210-1
WEST PALM BEACH, FL 33406
561-681-6600

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

Permit Issued to:

Martin County Utilities and Solid Waste Department
2378 S.E. Ocean Boulevard
Stuart, Florida 34996
772-419-6939

WACS Facility ID No.: 68803
Facility Name: Martin County Palm City II Landfill
Facility Address: 9101 SW Busch Street
Palm City, Florida 33990

Contact Person:
Patrick Yancey, Solid Waste Administrator
P.O. Box 9000 Stuart, FL 34995
pyancev@martin.fl.us
772-419-6939

Solid Waste Renewal Permits – Waste Processing Facility and Long-Term Care
Permit No.: 123520-016-SC
Replaces Permit No.: 123520-012-SC

Permit Issued: January 7, 2015
Permit Renewal Application Due Date: November 4, 2024
Permit Expires: January 6, 2025

Permitting Authority
Florida Department of Environmental Protection
Southeast District Office
3301 Gun Club Road
MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

www.dep.state.fl.us

PERMITTEE NAME: Mr. Patrick Yancey, Solid Waste Administrator
FACILITY NAME: Martin County Palm City II Landfill

PERMIT NO.: 123520-016-SC
WACS Facility ID: 68803

SECTION 1 - SUMMARY INFORMATION

A. Authorization

The Permittee is hereby authorized to operate the facility described below in accordance with the specific and general conditions of this permit and any documents attached to this permit or specifically referenced in this permit and made a part of this permit.

The renewal of this solid waste operation permit is issued under the provisions of Chapter 403, Florida Statutes, (F.S.), and Chapters 62-4 and 62-701, Florida Administrative Code, (F.A.C.).

This permit does not relieve the Permittee from complying with any other appropriate local zoning or land use ordinances or with any other laws, rules or ordinances. Receipt of any permits from the Department does not relieve the applicant from obtaining other federal, state, and local permits and/or modifications required by law, including those from other Sections within the Department or of the Water Management District.

B. Facility Location

The facility is located at 9101 SW Busch Street, Palm City, in Martin County, Florida. The location coordinates for the facility are: Section 7, Township 38S, Range 40E, Latitude 27°11'2.0", Longitude 80°22'39.7".

C. Facility Description

TO OPERATE:

The facility includes a 510 tons per day Waste Processing Facility (Transfer Station) for Class I solid waste and the operation of an approximately 200 tons per day construction and demolition (C&D) Debris Processing Facility in a 36,000 square foot enclosed building. The contractor sorts the incoming C&D debris into recyclable and non-recyclable material. The recyclables are picked by hand and grouped in different categories such as concrete, wood products, vegetation, metals, white goods, glass, plastics, paper, dirt and roofing material. Remaining smaller debris are screened as needed to reclaim all fines for resale by the contractor. **Reuse of recovered fines or screened material from the C&D Processing Facility shall require specific FDEP approval and shall be in accordance with Department "Guidelines for the Management of Recovered Screen Material from C&D Debris Recycling Facilities in Florida" dated September 28, 1998.** There should be no C&D debris disposal at the Martin County Palm City II Landfill. All the non-recyclable C&D debris shall be transported offsite for disposal.

TO MAINTAIN:

The facility including Long-Term Care for closed sanitary landfills (Class I & III) consisting of the following components: Phase I, 34 acres; Phase II cell 1, 17 acres; Phase II cell 2, 12.6 acres; Phase II cell 3, 12 acres; and Phase II cell 4, 9.8 acres; for a total of 85.4 acres. Phase II cell 4 is a Class III landfill, the other cells are Class I. Maintenance of this closed landfill includes maintenance of the associated active gas control system, stormwater management system, and

PERMITTEE NAME: Mr. Patrick Yancey, Solid Waste Administrator
FACILITY NAME: Martin County Palm City II Landfill

PERMIT NO.: 123520-016-SC
WACS Facility ID: 68803

leachate management system. Leachate shall be collected and trucked to a wastewater treatment facility for disposal in a deep injection well.

The facility has a Title V air permit (No. 0850120-006-AV), which expires on July 3, 2019, and an active NPDES leachate pond emergency discharge permit (FLR05B468).

D. Appendices Made Part of This Permit

APPENDIX 1 – General Conditions

APPENDIX 2 – List of Approved Documents Incorporated into the Permit

APPENDIX 3 – Water Quality Monitoring Plan

E. Attachments for Informational Purposes Only

ATTACHMENT 1 – Recent Facility Permit History

SECTION 2 - SPECIFIC CONDITIONS

A. Administrative Requirements

1. Documents Part of This Permit. The permit application as revised in final form replaced or amended in response to the Department's Request(s) for Additional Information are contained in the Department's files and are made a part of this permit. Those documents that make up the complete permit application are listed in APPENDIX 2.
2. Permit Modification. Any change to construction, operation, monitoring, or closure requirements of this permit may require a modification to this permit, in accordance with the provisions of Rule 62-701.320(4), F.A.C.
3. Permit Renewal. In order to ensure uninterrupted operation of this facility, a timely and sufficient permit renewal application must be submitted to the Department in accordance with Rule 62-701.320(10), F.A.C. A permit application submitted at least 61 days prior to the expiration of this permit is considered timely and sufficient.
4. Transfer of Permit or Name Change. In accordance with Rule 62-701.320(11), F.A.C., and Rule 62-4.120, F.A.C., the Department must be notified by submitting Form 62-701.900(8) within 30 days: (a) of any sale or conveyance of the facility; (b) if a new or different person takes ownership or control of the facility; or (c) if the facility name or Permittee's legal name is changed.
5. Air Permit Requirements. This facility is authorized to operate under Title V permit No. 0850120-006-AV, which expires on July 3, 2019. For information regarding the -Title V permit, contact Ms. Diane Pupa at (561) 681-6782 or SED.AIR@dep.state.fl.us.

B. Construction Requirements

1. Construction authorized. This permit does not authorize construction activities other than those associated with leachate and gas collection and management systems within existing disposal cells.

C. Operation Requirements

1. General Operating Requirements. The Permittee shall operate the Waste Processing facilities (Transfer Station and Construction & Demolition(C&D) Debris Processing Facility), in accordance with the approved Operations and Contingency Plans listed in Appendices D.1 and D.2, respectively in the renewal application for the Martin County Palm City II Landfill Solid Waste operations permit, dated November 13, 2014. The Department shall be notified before any changes, other than minor deviations, to the approved Operations and Contingency Plans are implemented in order to determine whether a permit modification is required.
2. Operation Plan. A copy of the approved Operations and Contingency Plans, including the operating record as defined in Rule 62-701.500(3), F.A.C., shall be kept at 9101 SW Busch Street, Palm City and shall be accessible to facility operators.
3. Authorized Waste Types. The facility is authorized to manage only the following waste types:
 - a. Waste types defined in Rule 62-701.200, F.A.C.:
 - 1) Class I waste.
 - 2) Class III waste.
 - 3) Construction and demolition debris.
 - 4) Yard trash.
 - 5) White goods.
 - 6) Waste tires.
 - 7) Recovered materials.
 - b. Other Wastes Specifically Authorized: None.
4. Unauthorized Waste Types. The facility is not authorized to accept, process or dispose of any waste types not listed in C.3 above. Any unauthorized waste inadvertently received by the facility shall be managed in accordance with the approved Operations and Contingency Plans.
5. Storage and Management. Class I wastes may be stored on the tipping floor for up to seven (7) days and shall be processed within 7 days of receipt. Materials recovered from the waste stream for recycling may be stored in the designated recovered material storage area along with other source separated recovered materials. The recovered materials shall be removed from the transfer station for recycling or disposal. All other wastes shall be removed from the transfer station within 7 days for off-site disposal or recycling.

6. Erosion Control. Erosion control measures shall be employed to correct any erosion which exposes waste or causes malfunction of the storm water management system. Such measures shall be implemented within three days of occurrence. If the erosion cannot be corrected within seven days of occurrence, the landfill operator shall notify the Department and propose a correction schedule.
7. Contingency Plan and Notification of Emergencies. The Permittee shall notify the Department in accordance with the approved Operations and Contingency Plans. Notification shall be made to the Solid Waste Section of DEP's Southeast District Office at (561) 681-6600.
8. Housekeeping. The facility shall be operated to control dust, vectors, litter and objectionable odors.
9. Leachate Management.
 - a. The Permittee shall operate the leachate management system (including the collection, removal, storage, and off-site discharge systems), and maintain the system as designed, so that leachate is not discharged from the system except as provided for in the Operations and Contingency Plans.
 - b. Routine inspections and maintenance of the leachate management system shall be conducted in accordance with the schedule established in the Operations and Contingency Plans.
10. Spotters and Operators. This facility shall have the minimum number of spotters present when waste is accepted as specified in the Operations and Contingency Plans. A trained operator shall be on duty at the facility at all times the facility is operating. Approved training courses can be found at the following web site: <http://www.treco.ufl.edu/sw>.
11. Record Keeping Requirements.

Waste Quantity Records. Waste records shall be compiled monthly, and copies shall be provided to the Department no less than annually by April 1 of each year. This information shall be reported to the Department through the DEP Business Portal located at: <http://www.fldepportal.com/go>.
12. Hazardous Waste. If any regulated hazardous wastes are discovered to be deposited at the facility, the facility operator shall promptly notify the Department, the person responsible for shipping the wastes to the facility, and the generator of the wastes, if known. The area where the wastes are deposited shall immediately be cordoned off from public access. If the generator or hauler cannot be identified, the facility operator shall assure the cleanup, transportation, and disposal of the waste at a permitted hazardous waste management facility. In the event that hazardous wastes are discovered they shall be managed in accordance with the procedures provided in facility Operation Plan.
13. Storm water. Leachate shall not be discharged into the storm water management system. Storm water or other surface water which comes into contact with or mixes with the solid

waste or leachate shall be considered leachate and is subject to the requirements of Rule 62-701.500(8), F.A.C.

D. Water Quality Monitoring Requirements

1. Zone of Discharge. The zone of discharge for this facility shall be a three dimensional volume with the horizontal boundary as shown in Figure 1 of the water quality monitoring plan. The vertical boundary of the zone of discharge is the base of the surficial aquifer. The Permittee shall ensure that Class G-II primary water quality standards will not be exceeded at the boundary of the zone of discharge, per Rule 62-520.420, F.A.C., and that ground water minimum criteria will not be exceeded outside the boundary of the zone of discharge, per Rule 62-701.320(17), F.A.C.
2. Water Quality Monitoring Plan. The Water Quality Monitoring Plan for this permit is included in APPENDIX 3.

E. Gas Management System Requirements

1. Construction Requirements. All construction shall be done in accordance with the approved gas management system design, drawings, and specifications. The Department shall be notified before any changes, other than minor deviations, to the approved design are implemented in order to determine whether a permit modification is required.
2. Certification of Construction Completion. After construction is completed the engineer of record shall certify to the Department in accordance with Rule 62-701.320(9)(b), F.A.C., that the permitted construction is complete and was performed in substantial conformance with the approved construction plans except where minor deviations were necessary. All deviations shall be described and the reasons therefore enumerated.
3. Operational Requirements. Gas controls shall be operated and maintained so that they function as designed.
4. Monitoring Requirements. Monitoring for methane gas at the property boundary and within structures on the property shall be performed quarterly to determine the effectiveness of the gas migration controls. The gas monitoring results shall be reported as a percent of the lower explosive limit (LEL), calibrated to methane. The report shall be submitted to the Department under separate cover no later than 15 days after the end of the period in which the monitoring occurred.
5. Gas Remediation Plan. The facility landfill gas management system shall be operated to prevent the concentration of combustible gases from exceeding 25% of the lower explosive limit in structures, excluding gas control or recovery components, and from exceeding the lower explosive limit at or beyond the property boundary. If either of these limits is exceeded then a gas remediation plan shall be designed and implemented in accordance with Rule 62-701.530(3)(a), F.A.C.
6. Odor Remediation Plan. The facility shall be operated to control objectionable odors. If objectionable odors are confirmed beyond the property boundary then upon notification by the Department the Permittee shall develop and implement an odor remediation plan in accordance with the requirements of Rule 62-701.530(3)(b), F.A.C.

F. Financial Assurance and Cost Estimates

1. Financial Assurance Mechanism. The Permittee may not receive waste for disposal or storage in any disposal unit for which financial assurance has not been approved. Proof that the financial mechanisms are established and funded in accordance with Rule 62-701.630, F.A.C. shall be submitted to the Department at least sixty (60) days prior to the planned acceptance of solid waste in any disposal unit. When established, the Permittee shall maintain, in good standing, the financial assurance mechanisms. Supporting documentation and evidence of increases associated with cost estimate increases shall be submitted within the time frames specified in Rule 62-701.630, F.A.C.

PERMITTEE NAME: Mr. Patrick Yancey, Solid Waste Administrator
FACILITY NAME: Martin County Palm City II Landfill

PERMIT NO.: 123520-016-SC
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All submittals in response to this specific condition shall be sent to:
Florida Department of Environmental Protection
Financial Coordinator - Solid Waste Section
2600 Blair Stone Road, MS 4548
Tallahassee, Florida 32399-2400

2. Cost Estimates

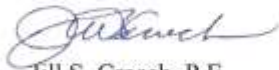
- a. The Permittee shall submit closure cost estimates, including annual adjustments for inflation, in accordance with the requirements of Rule 62-701.630(3) and (4), F.A.C., and 40 CFR Part 264.142(a) using Form 62-701.900(28).
- b. An owner or operator using an escrow account shall submit the annual inflation adjusted estimate(s) between July 1 and September 1. An owner or operator using a letter of credit, guarantee bond, performance bond, financial test, corporate guarantee, trust fund or insurance shall submit the inflation adjusted cost estimate(s) between January 1 and March 1.
- c. All submittals in response to this specific condition shall be sent to the District Office and a copy to the address identified in Specific Condition F.1. or to the following email address: Solid.Waste.Financial.Coordinator@dep.state.fl.us.

G. Closure Requirements

1. Closure requirements shall be in accordance with Rule 62-701.710(6), F.A.C.

Executed in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jill S. Creech, P.E.
Southeast District Director

FILED, on this date, pursuant to Section §120.52, F.S. with the designated Department Clerk, receipt of which is hereby acknowledged.


Clerk

January 7, 2015
Date

APPENDIX 1

General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.161, 403.727, or 403.861, Florida Statutes. The Permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of rights, nor any infringement of federal, State, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the Permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The Permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the Permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - (a) Have access to and copy any records that must be kept under conditions of the permit;

- (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
 - (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
- Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

The Permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the Permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The Permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the Permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit or a copy thereof shall be kept at the work site of the permitted activity.

12. The Permittee shall comply with the following:

- (a) Upon request, the Permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- (b) The Permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

(c) Records of monitoring information shall include:

1. the date, exact place, and time of sampling or measurements;
2. the person responsible for performing the sampling or measurements;
3. the dates analyses were performed;
4. the person responsible for performing the analyses;
5. the analytical techniques or methods used;
6. the results of such analyses.

13. When requested by the Department, the Permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the Permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

APPENDIX 2

List of approved documents incorporated into the Permit:

- Martin County Palm City II Landfill, Permit Renewal Application, dated November 13, 2014 and received on November 14, 2014.
- The approved Operations and Contingency Plans listed in Appendices D.1 and D.2, respectively in the renewal application for the Martin County Palm City II Landfill Solid Waste operations permit, dated November 13, 2014.
- Figure Exhibit A: Site Plan showing Zone of Discharge (ZOD) and Monitoring locations, dated January 21, 2013.

APPENDIX 3

WATER QUALITY MONITORING PLAN

Palm City II Landfill and Waste Processing Facilities

PERMIT NO: 0123520-016-SC

WACS FACILITY ID: 68803

PERMIT DATE January 7, 2015

I. GENERAL

1. The field testing, sample collection and preservation and laboratory testing, including quality control procedures, shall be in accordance with Chapter 62-160, F.A.C. Approved methods as published by the Department or as published in Standard Methods, ASTM, or EPA Methods shall be used. **[62-701.510(2)(b), F.A.C.]**
2. The organization collecting samples at this site must use the Field and Laboratory Standard Operating Procedures (DEP-SOP-001/01) referenced in Chapter 62-160, F.A.C. The laboratory designated to conduct the chemical analyses must be certified by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP). This Certification must be for the test method and analyte(s) that are reported. **[62-160.210(1), 62-160.300(1), 62-701.510(2)(b), F.A.C. and DEP SOP FS 1008.]**

NOTE: DEP-SOP-001/01 can be accessed at:

<http://www.dep.state.fl.us/water/sas/sop/sops.htm>

3. The Permittee must ensure that the analytical laboratory conducting the analyses uses analytical methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, F.A.C. except those listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits dated 10/12/2004". GCTLs and SWCTLs that are not water quality standards are used as screening tools and interim guidelines for ground water minimum criteria until standards are promulgated. **[DEP SOP FM 1000]**
4. If, at any time, analyses detect parameters which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., in the detection wells or at the edge of the Zone of Discharge, the Permittee may confirm the data by resampling the affected wells within thirty (30) days of receipt of the sampling data. Should the Permittee choose not to

resample, the Department will consider the water quality analysis as representative of current ground water conditions at the facility. If the data is confirmed, or if the Permittee chooses not to resample, the Permittee shall notify the Department within 14 days of this finding. **[62-701.510(6)(a), F.A.C.]**

If the resampling event detects parameters which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., the Permittee shall notify the Department in writing within 14 days of receipt of the sampling data. Confirmed data must be submitted to the Department within 60 days from completion of lab analyses, unless a different due date is approved. Use "CONF" (for confirmation data) in the report type column. **[62-701.510(8)(a), F.A.C.]**

Upon notification by the Department, the Permittee shall initiate evaluation monitoring in accordance with Rule 62-701.510(6)(a), F.A.C.

II. GROUND WATER QUALITY MONITORING

1. The 22 ground water monitoring wells included in this monitoring plan and designated for water quality testing and water level measurements are listed on Table 1 and shown on Figure 1. **[62-701.510(3)(d)2 & 3, F.A.C.]**
2. Any initial sample collected from a new ground water monitoring well, unless the new monitoring well is installed to replace an existing well within the monitoring network, shall be analyzed for the following Initial Ground Water Monitoring Parameters. **[62-701.510(5)(b), F.A.C.]**

Field Parameters	Laboratory Parameters
1. Static water level in wells before purging	1. Ammonia – N, Total
2. Dissolved oxygen	2. Chlorides
3. pH	3. Iron
4. Specific conductivity	4. Mercury
5. Temperature	5. Nitrate
6. Turbidity	6. Sodium
7. Colors and sheens (by observation)	7. Total dissolved solids (TDS)
	8. Those parameters listed in 40 CFR Part 258 Appendix I

* Mercury not listed because it is included in Appendix II.

* Appendix I is not listed because it is a subset of Appendix II

3. The 22 active monitoring wells shall be routinely sampled and analyzed semi-annually in January and July for the following parameters. **[62-701.510(5)(c) & (7)(a), F.A.C.]**

Groundwater Sampling Parameters

Shallow/Intermediate/Deep
Antimony
Arsenic
Chloride
Barium
Iron
Lead
Nickel
Sodium
Vanadium
Ammonia as N
Total Dissolved Solids (TDS)
Benzene
Dibromo-3-chloropropane (DBCP)
1,2 Dibromoethane (EDB)
Ethylbenzene
Methylene chloride
Naphthalene
Toluene
o-Toluidene
Xylene

4. All water quality analyses will be performed on unfiltered samples unless approved by the Department.

III. SURFACE WATER MONITORING

1. The 1 surface water site included in this monitoring plan is listed on Table 1 and shown on Figure 3. [62-701.510(4)(c), F.A.C.]
2. Samples from the 1 surface water monitoring site shall be collected at the time of discharge. The samples shall be analyzed for the following Surface Water Monitoring Parameters and those listed in 62-701.510 (7)(b) & (5)(d), F.A.C.

Field Parameters
1. Static water level (.01 ft)
2. Specific Conductivity
3. pH
4. Dissolved oxygen
5. Turbidity
6. Temperature

IV. MONITORING WELL REQUIREMENTS

1. If a monitoring well becomes damaged or inoperable, the Permittee shall notify the Department within two (2) days of discovery with a written report within ten (10) days of notice. The written report shall describe what problem has occurred and the remedial measures that have been taken to prevent a recurrence. The Department can require the replacement of inoperable monitoring wells. [62-520.600(6)(i), F.A.C.]
2. New or replacement monitoring well design or placement must be approved by the Department. The design and construction of these wells must be based on site-specific borings with appropriate supporting data such as grain size distribution analyses, in-situ hydraulic conductivity testing, and depth to water. Wells shall be installed using standard, accepted practices for well construction. [62-701.510(3), F.A.C. and 62-550.600(3) and (6), F.A.C.]
3. All wells and piezometers shall be clearly and permanently labeled and the well site maintained so that the well is visible at all times. Unless otherwise authorized in a Department permit, new monitoring wells, and existing monitoring wells at the time of permit renewal, shall have protective bollards or other devices installed around them if they are located in areas of high traffic flow to prevent damage from passing vehicles. [62-701.510(3)(d)5, F.A.C.]
4. The Department shall be notified in writing before any monitoring wells are abandoned or plugged. Wells shall be abandoned using standard, accepted practices for well abandonment. [62-701.510(3)(d)6, F.A.C.]

V. REPORTING REQUIREMENTS

A. FIELD ACTIVITIES

1. The Department must be notified in writing, hard copy or e-mail, at least fourteen (14) days prior to the installation and/or sampling of any monitoring well(s) so that the Department may collect split samples. [62-701.510(8)(a), F.A.C.]

B. MONITORING WELL COMPLETION REPORT

2. One (1) paper copy and one (1) electronic copy (Adobe pdf format) of the Monitoring Well Completion Report, Form 62-701.900(30), F.A.C., must be submitted to the Department within thirty (30) days after installation of any new or replacement monitoring well(s). In addition, as-built well construction diagrams and soil boring logs that cover the entire depth of the monitoring well(s) must be submitted to the Department. [62-520.600(6)(j), F.A.C.]

NOTE: The top of casing elevation of each well, to the nearest 0.01 feet, and the latitude and longitude of each well in degrees, minutes and seconds, to two (2) decimal places, must be determined and certified by a Florida Licensed Surveyor and Mapper and provided on the form. [62-701.510(3)(d)1 & 62-520.600(6)(i), F.A.C.]

C. SURVEYING

3. One (1) paper copy and one (1) electronic copy (Adobe pdf format) of a drawing must be submitted within sixty (60) days following monitoring well installation showing the location of all monitoring sites (active, abandoned, and Evaluation Monitoring), piezometers, water bodies and waste filled areas. The location of features on the drawing must be horizontally and vertically located by standard surveying techniques. The drawing shall include all monitoring well locations, each monitoring well name and identification (WACS) number, the top of casing, pad elevation, permanent benchmark(s) and/or corner monument marker(s) referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988) to the nearest 0.01 feet. The latitude and longitude of each well in degrees, minutes and seconds, to two (2) decimal places, must be determined and provided on the drawing. The survey shall be conducted and certified by a Florida Licensed Surveyor and Mapper. [62-701.510(1)(c)&(3)(d)1, and 62-520.600(6)(i), F.A.C.]
4. If a monitoring well is being replaced or new wells are being added to an existing ground water monitoring plan, only the new wells need to be surveyed as long as all other monitoring wells in the monitoring plan have been surveyed and certified by a Florida Licensed Surveyor and Mapper and there is no reason to believe that the elevations have changed. The location and elevation determinations and the certification must be provided with the Monitoring Well Completion Report upon completion of each new well. [62-701.510(3)(d)1, F.A.C.]

D. DEPTH MEASUREMENTS

5. A total depth measurement must be made on each well at time of the Technical Report or every five years. This measurement is to be reported as total apparent depth below ground surface and should be compared to the original total depth of the well.

E. INITIAL AND SEMI-ANNUAL SAMPLING AND SUBMITTING ELECTRONIC DATA

6. Required monitoring reports must be submitted to the Department within sixty (60) days from completion of laboratory analyses and shall follow the Department's electronic reporting requirements using the ADaPT software. [Rule 62-701.510(8)(a), F.A.C.]
7. Required water quality monitoring reports and analytical results shall be submitted electronically. Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in a comma separated text file electronic format consistent with requirements for importing the data into the Department's databases as summarized at:

<http://www.dep.state.fl.us/waste/categories/shw/pages/ADaPT.htm>. Water quality monitoring reports shall be signed and sealed by a Florida registered professional geologist or professional engineer with experience in hydrogeological investigations and shall include the following:

- a) Cover letter ;
- b) Summary of exceedances and recommendations;
- c) Ground water contour maps;
- d) Chain of custody forms;
- e) Water levels, water elevation table;
- f) Water Quality Monitoring Certification using Form Rule 62-701.900(31), F.A.C.;
- g) Appropriate information using the Groundwater Sampling Log, Form FD 9000-24 (DEP-SOP-001/01); and,
- h) Laboratory and Field EDDs and error logs, as applicable.

All submittals in response to this specific condition shall be sent both to:

Florida Department of Environmental Protection Southeast District Office 3301 Gun Club Rd, MSC 7210-1 West Palm Beach, Florida 33406	Florida Department of Environmental Protection Solid Waste Program and Permitting Section 2600 Blair Stone Road, MS 4565 Tallahassee, Florida, 32399-2400
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F. WATER ELEVATIONS

8. Water levels in all monitoring wells, whether sampled or not, all surface water sites must be measured to the nearest 0.01 foot and reported semi-annually. Surface water elevations at sampling locations must be measured to the nearest 0.01 foot on the same day as ground water levels in the wells and piezometers and reported semiannually. All water level measurements must be made within a one-day period. These measurements should be reported in a table that includes well or surface water point name, date water level measured, measuring point elevation referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988), depth to water and calculated water level elevation referenced to the same nationally recognized datum. The ground water elevations shall be reported in the ADaPT data for the upload into WACS. **[62-701.510(8)(a)8, F.A.C.]**

G. GROUND WATER CONTOUR MAPS

9. Ground water elevation contour maps for each monitored aquifer zone must be submitted semi-annually to the Department, with contours at no greater than one foot intervals unless site specific conditions dictate otherwise. Ground water elevation contour map(s) should include monitoring well locations, ground water elevation at each monitoring well or piezometer location referenced to a nationally recognized datum (such as NGVD 1929

or NAVD 1988), a bar scale, north arrow, ground water contour interval, date of measurement and ground water flow direction. The map(s) must incorporate adjacent and on-site surface water elevations where appropriate. These maps shall be signed and sealed pursuant to Florida Statutes (F.S.) Chapters 471 and 492 which require that documents requiring the practice of professional engineering or professional geology, as described in Chapter 471 or 492, F.S., be signed and sealed by the professional(s) who prepared or approved them. This certification must be made by a licensed professional who is able to demonstrate competence in this subject area. **[62-701.510(8)(a)9, F.A.C.]**

H. TECHNICAL REPORT

10. A technical report, signed and sealed by a professional geologist or professional engineer with experience in hydrogeologic investigations, shall be submitted to the Department approximately every two and one-half years during the active life of the facility, and every five years during the long-term care period. The report shall summarize and interpret the water quality monitoring results and water level measurements collected since the last Technical Report. The report shall contain, at a minimum, the following **[62-701.510(8)(b), F.A.C.]**:
 - a) Tabular displays of any data which shows that a monitoring parameter has been detected, and graphical displays of any leachate key indicator parameters detected (such as pH, specific conductance, TDS, TOC, sulfate, chloride, sodium and iron), including hydrographs for all monitor wells;
 - b) Trend analyses of any monitoring parameters consistently detected;
 - c) Comparisons among shallow, middle, and deep zone wells;
 - d) Comparisons between background water quality and the water quality in detection and compliance wells;
 - e) Correlations between related parameters such as total dissolved solids and specific conductance;
 - f) Discussion of erratic and/or poorly correlated data;
 - g) An interpretation of the ground water contour maps, including an evaluation of ground water flow rates; and
 - h) An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions.
11. One (1) paper and one (1) electronic copy (Adobe pdf format) of the Technical Report shall be submitted to the Department on the following schedule: **[62-701.510(8)(b), F.A.C.]**

Report	Sampling Periods Covered	Number Of Semi-annual Sampling Events in Report	Date Technical Report Due
Mid-Permit Report	January 2013 through July 2017	10	11/30/2017
Renewal Report	January 2018 through July 2022	10	11/30/2022

12. Required water quality monitoring reports and water quality data for the Technical Report shall be submitted in electronic format as described in Specific Conditions V, 6 and 7 of this Appendix. [62-160.240 , and 62-701.510(8)(a), F.A.C.]

List of Attachments

Table 1 – Water Quality Sampling Testsite Information

Figure 1 – Site Plan with Monitoring Locations

Table 1. Water Quality Testsite Information

Testsite Name	Testsite WACS No.	Designation	Aquifer Zone
SM-3	6844	Background	Shallow
IM-3	6845	Background	Intermediate
SM-5R	19682	Detection	Shallow
IM-5RA	21014	Detection	Intermediate
SM-6	6849	Detection	Shallow
SM-7	6850	Background	Shallow
DM-7	6911	Background	Deep
IM-7	6912	Background	Intermediate
SM-8	6851	Detection	Shallow
IM-9	20721	Detection	Intermediate
DM-9	20722	Detection	Deep
SM-9R	20166	Detection	Shallow
SM-14	20164	Detection	Shallow
SM-15	20165	Detection	Shallow
IM-20A	21015	Detection	Intermediate
SM-20A	6914	Detection	Shallow
SM-21	6916	Detection	Shallow
IM-21	6915	Detection	Intermediate
IM-22	6917	Detection	Intermediate
SM-22	6918	Detection	Shallow
IM-31	6931	Background	Intermediate
SM-31	6932	Background	Shallow

Surface Water Location

SW-D	6907	Outfall	Surface Water
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Groundwater Sampling Parameters
Antimony
Arsenic
Chloride
Barium
Iron
Lead
Nickel
Sodium
Vanadium
Ammonia as N
Total Dissolved Solids (TDS)
Benzene
Dibromo-3-chloropropane (DBCP)
1,2 Dibromoethane (EDB)
Ethylbenzene
Methylene chloride
Naphthalene
Toluene
o-Toluidene
Xylene

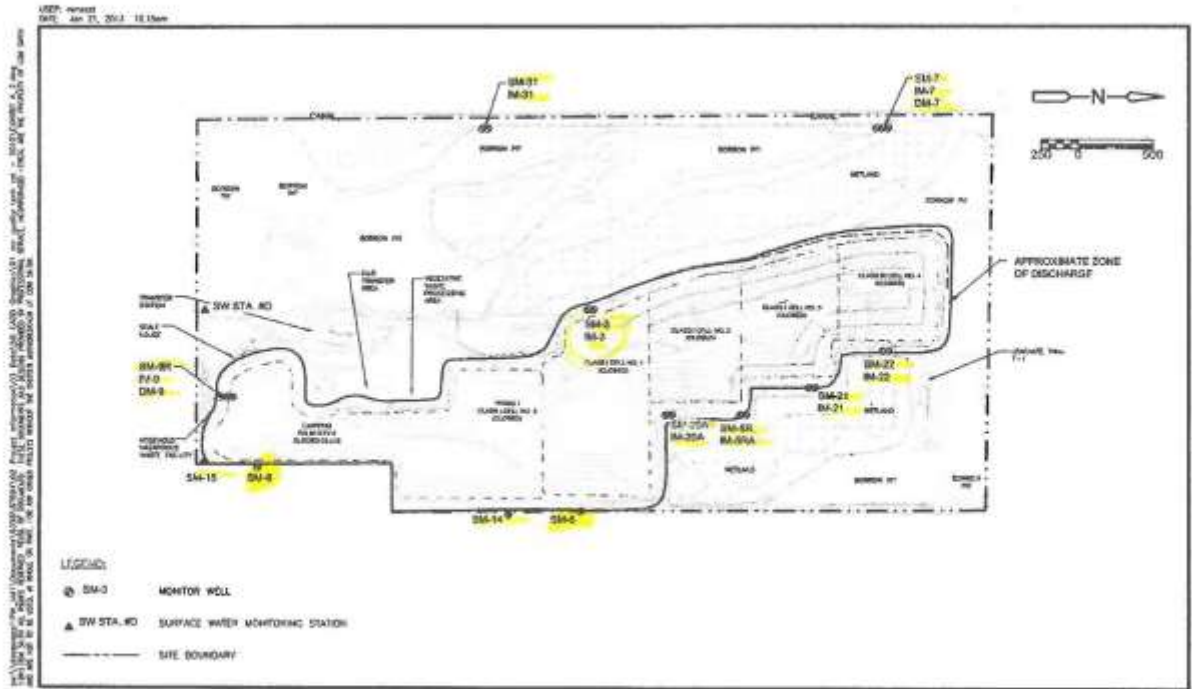


Exhibit A
Martin County Utilities and Solid Waste Department
Palm City II Landfill
Site Plan Showing Approximate Zone of Discharge and Monitoring Locations

ATTACHMENT 1 – Recent Facility Permit History

DATE	DESCRIPTION
October 1, 2006	123520-010-SC/IM; modification to add C&D processing facility and leachate plant decommissioning
February 12, 2009	123520-011-SC/MM; modification to allow separation of incoming C&D debris for recycling
January 13, 2010	123520-012-SC/00; construct and operating permit renewal and long-term care renewal
July 14, 2009	123520-013-SC/MM; revise electronic EDD reporting requirements due to rule change
November 10, 2009	123520-014-SC/IM; modification to authorize construction of a 36,000 square foot enclosed building for the C&D debris processing facility
March 29, 2013	123520-015-SC/MM; revise groundwater quality report requirements

EXHIBIT I
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Memorandum of Lease”) is made and entered into effective as of this ____ day of _____, 2021, by and between Martin County, Florida (hereinafter referred to as the “County”) and Camo Farms, Inc., an Oklahoma company, (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the County and the Contractor have entered into an Agreement and Lease for Yard Trash Processing Services with an effective date of _____, 2021 (the “Lease”) pursuant to which the County leased to the Contractor and the Contractor leased from the County the Site described on the attached Exhibit “A” (the “Site”); and

WHEREAS, the County and the Contractor desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of giving notice of the leasehold estate created by the Lease, the County and the Contractor do hereby enter into this Memorandum of Lease and state as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein.
2. Lease. Pursuant to the Lease, the County has leased the Site to the Contractor and the Contractor has leased the Site from the County.
3. Liens Not Permitted. Sections 22 and 23 of the Lease are incorporated herein for purposes of providing notice pursuant to Section 713.10, Florida Statutes, and for purposes of confirming that the interest of the County in the Site shall not be subject to liens for improvements to the Site made by the Contractor. Sections 22 and 23 of the Lease expressly provide as follows:

SECTION 22: NO LIENS ON SITE

The Contractor covenants and agrees that: (a) the Contractor and its subcontractors (if any) shall have no power or authority to incur any indebtedness giving a right to a lien or encumbrance of any kind or character upon the right, title, and interest of the County in and to the Site; and (b) under this Agreement, no third person shall ever be entitled to any mortgage, encumbrance, or lien of any kind on the Site. All persons contracting with the Contractor, or furnishing materials or labor to the Contractor or to the Contractor’s agents or servants, and all other Persons shall be bound by the provisions of this Agreement, which bars any lien on the real property that comprises the Site.

SECTION 23: NOTICE REGARDING LIENS

NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO CONTRACTOR OR ANY OTHER PARTY CLAIMING UNDER THE CONTRACTOR UPON CREDIT, AND THAT NO CONSTRUCTION OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE HELD BY THE COUNTY. NOTHING IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION JOINDER BY THE COUNTY IN ANY APPLICATION OR APPROVAL, SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE COUNTY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, OR EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING THE CONTRACTOR OR ANY OTHER PERSON CLAIMING UNDER THE CONTRACTOR ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. THE CONTRACTOR SHALL INDEMNIFY THE COUNTY AGAINST ANY CONSTRUCTION UNDERTAKEN BY THE CONTRACTOR OR ANYONE CLAIMING THROUGH THE CONTRACTOR, AND AGAINST ALL PROHIBITED LIENS.

The Lease for the Site expressly prohibits such liability.

4. Restrictions on Subletting and Assignment. Section 25 of the Lease is incorporated herein for purposes of providing notice that the Contractor may not sublease or assign its interest in the Lease, except as provided in Section 25 of the Lease. Section 25 of the Lease expressly provides as follows:

25: SUBLEASES, SUBCONTRACTS, AND ASSIGNMENT OF LEASE

The Contractor shall not sublease all or any portion of the Site. The Contractor shall not assign this lease or transfer controlling interest in the Contractor, except as provided in Section 54, below. The transfer or assignment of this Agreement shall require the prior written consent of the County. Any single transaction or combination of transactions that results in a controlling or majority interest in the Contractor, or substantially all of the Contractor's assets, being purchased by or merged with any other Person shall constitute a transfer of this Agreement. The Contractor shall not subcontract its duties or obligations under this Agreement without the prior written consent of the

County. Before any subcontractor will be allowed to enter the Site, the Contractor must provide the Director with written notice that identifies the name of the subcontractor and a description of the work to be performed by the subcontractor. No subcontract shall relieve the Contractor of any of its duties or obligations to the County under this Agreement.

5. Notices. All notices and other communications to the County and to the Contractor should be sent to the following addresses:

If intended for County:

County Administrator
Martin County
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: (772) 288-5939

With a copy to:

County Attorney
Martin County
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: (772) 288-5442

If intended for the Contractor:

Scott Wilson, President
Camo Farms, Inc.
200 2nd Avenue South, Suite 270
St. Petersburg, FL 33701
Telephone: (918) 978-7128
Facsimile: _____

With a copy to:

Telephone: _____
Facsimile: _____

6. Successors and Assigns. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, administrators, executors, representatives, successors and assigns.

7. Incorporation of Lease. All terms, conditions and definitions set forth in the Lease are

hereby incorporated herein by reference as if fully set forth herein.

8. Conflicts with Lease. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto effective as of the day and year first above written.

COUNTY:

WITNESSES

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Signature

BY: _____

Stacey Hetherington, Chair

(Print name of witness)

Signature

(Print name of witness)

ATTEST:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Carolyn Timmann
Clerk of the Circuit Court &
Comptroller

Sarah Woods, County Attorney

ACKNOWLEDGMENT

**STATE OF FLORIDA,
COUNTY OF MARTIN.**

BEFORE ME, the undersigned authority, personally appeared _____, as Chair of the **Board of County Commissioners of Martin County, Florida** who, being duly sworn, deposes and says that he has read and executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed on this _____ day of _____, 2021.

Personally Known ____
Produced Identification ____
Type of Identification Produced

Notary Public
State of Florida
My Commission Expires:
(Notary Seal)

CONTRACTOR:

WITNESSES:

CAMO FARMS, INC.

Molly Wilson
Signature
Molly Wilson
(Print name of witness)

BY: [Signature]
Scott Wilson, President

Kate Wilson
Signature
Kate Wilson
(Print name of witness)

ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Tulsa) SS:

The foregoing Memorandum of Lease was acknowledged before me, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, this 13 day of Aug, 2021 by Scott Wilson, as President of Camo Farms, Inc., an organization authorized to do business in the State of Florida, and who executed the foregoing Memorandum of Lease as the proper official of Camo Farms, Inc., for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and city aforesaid on this 13 day of Aug, 2021.

Personally Known ☒
Produced Identification _____
Type of Identification Produced _____

C J Novak
NOTARY PUBLIC
State of Oklahoma
My Commission Expires:
(Notary Seal)

