

**COMMERCIAL SOLID WASTE DISPOSAL AGREEMENT
BETWEEN ALACHUA COUNTY AND WCA OF FLORIDA, LLC**

This Commercial Solid Waste Disposal Agreement ("Agreement") is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between WCA of Florida, LLC ("Hauler"), and Alachua County ("County"), a charter county and a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("Board").

WHEREAS, the County owns and operates a transfer station ("Transfer Station"), which the County uses to transfer and transport municipal solid waste from Alachua County to a landfill that is owned and operated by the New River Solid Waste Association ("Landfill"); and

WHEREAS, the County wishes to ensure that all of the solid waste collected within Alachua County by each and every hauler who provides commercial collection service of solid waste including the Hauler, is delivered to the Transfer Station or another solid waste management facility designated by the County Manager;

WHEREAS, the Hauler shall submit to the County an application for a commercial collection service franchise, as provided in Chapter 75, Alachua County Code, in conjunction with the execution of this Agreement;

WHEREAS, the County agrees that during the term of this Agreement, the County shall not increase the tipping fees that the County charges for Acceptable Waste delivered to the Transfer Station;

WHEREAS, the Hauler agrees to deliver all of the solid waste that the Hauler collects from commercial property within Alachua County to the County's Transfer Station, the Landfill, or another solid waste management facility designated by the County Manager, subject to the terms and conditions of this Agreement, the commercial collection service franchise, Chapter 75, Alachua County Code, and all other Applicable Law; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the other good and valuable consideration provided to the parties by this Agreement, the receipt and sufficiency of which are hereby acknowledged, the County and the Hauler agree to be bound by and to comply with the following terms and conditions of this Agreement:

Recitals

1. The foregoing recitals are true and correct. The foregoing recitals are incorporated into and made a part of this Agreement as if they were fully set forth herein.

Supersede and Replace Prior Disposal Agreement

2. The County and the Hauler, as a successor in interest, are the only parties to the "Agreement Between Alachua County and Emerald Waste Services, LLC For Transfer Station Use and Disposal of Solid Waste" (2010 Disposal Agreement) dated August 2, 2010. The County and the Hauler agree that the 2010 Disposal Agreement shall be and hereby is superseded and replaced by this Agreement.

Definitions

3. Words and expressions are used in this Agreement shall be interpreted and construed as provided in Chapter 75, Alachua County Code and as follows:

(a) "Acceptable Waste" means solid waste that may be disposed of lawfully in a Class I landfill.

(b) "Applicable Law" means any County ordinance or code provision, 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 are in effect or are 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 the Hauler under this Agreement.

Solid Waste Deliveries and Fees

4. During the term of this Agreement, the Hauler shall deliver all of the Acceptable Waste that is collected by the Hauler in Alachua County (including the incorporated and unincorporated areas of the County) to the County's Transfer Station, the Landfill or another solid waste management facility designated by the County Manager.

5. The Hauler shall pay a disposal fee to the County for each ton of Acceptable Waste that the Hauler delivers to the Transfer Station. The disposal fee shall be the per-ton rate established by the County for all commercial solid waste that is delivered to the Transfer Station.

6. During the term of this Agreement, the County shall not increase the disposal fee that the County charges at the Transfer Station for the disposal of Acceptable Waste.

Term and Termination

7. The Effective Date of this Agreement shall be the day when this Agreement is signed and duly executed by the County, which shall occur after this Agreement is signed and duly executed by the Hauler. The County shall write the Effective Date of this Agreement in the first paragraph, above.

8. This Agreement shall remain in effect and shall bind the Hauler and the County from the Effective Date until September 30, 2014, unless this Agreement is terminated earlier or extended. This Agreement may be extended with the mutual consent of the County and the Hauler.

9. The County may revoke and terminate this Agreement at any time with just cause pursuant to section 75.605, Alachua County Code.

Agreement Governed by Florida Law

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Hauler shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall lie exclusively in the state and federal courts in and for Alachua County, Florida.

IN WITNESS WHEREOF, the Hauler and the County have duly authorized the execution of this Agreement by their respective officials on this ____ day of _____, 2014.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE FOR ALACHUA COUNTY

ALACHUA COUNTY, FLORIDA

By: _____

Board of County Commissioners

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

SIGNATURE PAGE FOR HAULER TO FOLLOW

SIGNATURE PAGE FOR WCA

WCA of Florida, LLC

By:

[Signature]

Title:

Region Vice President

Printed Name:

Bob Shires

Witnesses as to WCA:

[Signature]
Signature

Signature

LAWRENCE A. BRANZ

Printed Name

[Signature]
Signature

Signature

Andy Toller

Printed Name

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing document was acknowledged before me this 17 day of March, 2014, by Bob Shires as Region Vice Pres [title] for WCA of Florida, who is personally known to me or has produced personal, knw as identification.

[Signature]
Notary Public, State of Florida

Printed Name

Commission Number:

Commission expires:

