

RESOLUTION NO. 2012 - 346

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH ADVANCED DISPOSAL SERVICES, INC., ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, ADVANCED DISPOSAL SERVICES, INC. submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to occupy an existing office building located at 90 Fort Wade Road, Ponte Vedra, to serve as their corporate headquarters; and

WHEREAS, ADVANCED DISPOSAL SERVICES, INC. anticipates creating 85 new jobs at an average wage of greater than 200% of the St. Johns County average wage; and

WHEREAS, the AGENCY prepared a written report and presented the request to the Board of County Commissioners (BOARD) on October 16, 2012; and

WHEREAS, the BOARD approved the incentive request for two (2) years of Ad Valorem Taxes (general county portion) on tangible personal property for this project with an incentive value estimated to be \$75,460, but following negotiations the incentive value has been reduced to \$43,120 and is reflected in the Agreement; and

WHEREAS, the BOARD directed the County Attorney's office to prepare an Economic Development Grant Agreement upon selection of St. Johns County as the location for this project; and

WHEREAS, the COUNTY has reviewed the terms, provisions, conditions and requirements of the proposed Economic Development Grant Agreement (attached hereto and incorporated herein), and has determined that accepting the terms of the Economic Development Grant Agreement, and executing said Agreement will serve the interests of the COUNTY.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

SECTION 1. Incorporation of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Resolution, and such Recitals are hereby adopted as findings of fact.

SECTION 2. Authorization to Execute.

The County Administrator, or designee, is hereby authorized to execute the Economic Development Grant Agreement on behalf of the County for the purposes mentioned above.

SECTION 3. Correction of Errors.

To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

SECTION 4. Effective Date.

This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 4th day of December 2012.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: _____

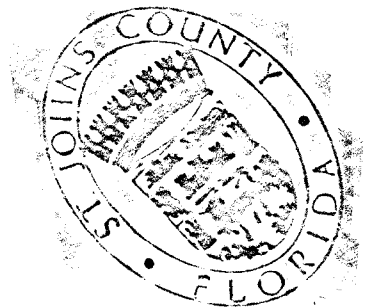
Jay Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Pam Halteman
Deputy Clerk

RENDITION DATE 12/6/12





**St. Johns County
Economic Development Incentive Application**

Applicant's Name:

Federal Employer Identification Number:

State Sales Tax Registration Number:

Current Company Headquarters:

Address

City State Zip Code

Primary Contact Person:

Primary Contact Person Title:

Address

City State Zip Code

Business Phone Number Fax Number

Cell Number E-mail

The company requires confidentiality in its requests for consideration on economic incentives. Yes No

If the applicant answers "Yes" with respect to requesting confidentiality in its request for consideration on economic incentives, then the following authorization is required:

The applicant authorizes the disclosure, and covenants to hold the County, and its officials and employees and the Public Agency and its members, attorney, and staff harmless and release them from any liability that they incur, should they or any of them disclose information or records that the applicant has requested be kept confidential in the manner, and to the extent that is set forth in Section 288.075, Florida Statutes, when such disclosure is later requested or authorized by the applicant, when such information and records are no longer exempt from disclosure under the provisions of Section 288.075, Florida Statutes, when such disclosure results from an order, requirement or request, by, or from, a court of competent jurisdiction, or a Florida agency or department, or when such disclosure is required or authorized to be disclosed by this Ordinance, as amended from time to time.

Description of the primary and secondary business activities the company is engaged in:

Advanced Disposal currently is the second largest privately-owned environmental services company in the United States providing integrated, non-hazardous solid waste collection, transfer, recycling and disposal services in the Southeastern United States. Advanced Disposal currently owns and operates commercial, industrial, and residential solid waste collection operations, municipal solid waste landfills, transfer stations, and recycling facilities. in Alabama, Florida, Georgia, Maryland, Massachusetts, Mississippi, New Jersey, New York, North Carolina, Pennsylvania, South Carolina & VT.

Type of Facility Development: new expansion speculative

If speculative space, what is the intended use:

Date construction is projected to begin:

11/2012

Date facility will be complete and operational:

3/2013

Estimated Square Footage of Facility Under Roof H/C:

25,000+

Number of full time employees to be employed:

121

Total number of full time employees currently employed:

35

4-digit SIC Code for all activities included in the project:

562000/495

Will the applicant be applying for other local, State, or Federal grants and/or incentives? If so, please define:

Enterprise Florida QTI Program

An explanation of the type of employment proposed and the average annual pay rate (please provide a list of positions and the wage rate for each position):

Senior Management - 6 Average Salary: \$293,058
Directors & Divisional Vice Presidents - 20 \$120,294
Departmental Managers - 38 \$85,265
Accounting & IT Support Personnel - 18 \$61,833
Departmental Support Personnel - 43 \$43,721

Capital Investment Values:

Real Property

Facility Value

Lease

Infrastructure to be public

Infrastructure private

Tangible assets

7,000,000

Description of the proposed project explaining the desire to expand, locate or build within St. Johns County. A brief statement explaining the role that the County's Economic Development Grant will play in the decision of the applicant to locate or expand its' business in the County:

Please see attached description of the project and the role the County's Economic Development Grant will play.

Submit a Site Plan:

Location map identifying the proposed location and property boundaries with an explanation of of the possible transportation impacts.

[Handwritten Signature]
Applicant Signature and Title

10/12/2012
Date

Description of the proposed project explaining the desire to expand, locate or build within St. Johns County. A brief statement explaining the role that the County's Economic Development Grant will play in the decision of the applicant to locate or expand its' business in the County:

Advanced Disposal Services, Inc. is under contract to purchase the stock of Veolia Environmental Services Solid Waste North America (VESNA) as well as combine and manage the operations of Interstate Waste Services currently owned by Star Atlantic Holding Company which also owns Advanced Disposal. The transaction will result in the combination of three extremely well-run and highly respected businesses – Veolia ES Solid Waste (headquartered in Milwaukee, WI), Interstate Waste Services (headquartered in Basking Ridge, NJ) and Advanced Disposal Services (headquartered in Jacksonville, FL). This combination, operating as Advanced Disposal Services, Inc. will result in an extraordinarily strong fully integrated environmental services company operating in twenty eastern states with annual revenues of approximately \$1.4 billion, a fleet of over 3,000 trucks, 47 landfills, 92 transfer stations and 5,450 employees. Upon closing, Advanced Disposal will be the largest privately-held environmental services company within the United States..

The "new" Advanced Disposal is in need of relocating its corporate offices as the current Jacksonville-based headquarters building is too small to accommodate the needs of a larger corporate staff. The current Jacksonville corporate staff includes 35 individuals with a total combined payroll of \$7,115,685 annually. It is expected that the expanded corporate staff will be 121 employees with an estimated total annual payroll of \$15,419,151. Cities/regions under consideration include Jacksonville/Northeast Florida, Milwaukee, Charlotte and Atlanta. Milwaukee is the current corporate headquarters of VESWNA and maintains a move-in ready building capable of housing the expanded corporate staff. Both Charlotte and Atlanta are more centrally located to the overall operations of the expanded company with direct flight options via major national and international airports. Northeast Florida is the current home of the majority of senior management.

Incentives will play a significant role in deciding where Advanced Disposal will locate its corporate headquarters. The company has to move from its current location and has multiple options in regards to potential locations, each with positives and negatives. The final decision resides with the Company's Board of Directors (located in New York) and will be in the best financial interest of the company.

ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (“Agreement”) dated this _____ day of _____, 2012, by and between St. Johns County Florida, a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **Advanced Disposal Services, Inc. (ADVANCED DISPOSAL)**, whose primary place of business is located at **7915 Baymeadows Way, #300, Jacksonville, Florida 32256.**

RECITALS

WHEREAS, Section 125.045, Florida Statutes, declares that a public purpose is served when a County makes economic development grants to private enterprises for the expansion of businesses existing in the County, or the attraction of new businesses to the County; and

WHEREAS, Section 125.045, Florida Statutes, authorizes Counties to spend public funds for economic development activities, including the making of economic development grants; and

WHEREAS, Section 125.045, Florida Statutes, expressly notes that such section of the Florida Statutes, “must be liberally construed in order to effectively carry out the purposes of this section” of the Florida Statutes; and

WHEREAS, consistent with Section 125.045, Florida Statutes, St. Johns County, pursuant to Ordinance 2006-99, *as amended*, adopted and implemented a St. Johns County Business Incentive Program, for the purpose of providing economic development grants for private enterprises (including new industry) which meets the criteria established under Ordinance 2006-99, *as amended*, and receives favorable recommendation for award of an Economic Development Grant by the Board of County Commissioners; and

WHEREAS, **ADVANCED DISPOSAL** seeks to occupy an existing office building at 90 Fort Wade Road in Ponte Vedra, Florida to serve as their corporate headquarters; and

WHEREAS, **ADVANCED DISPOSAL** anticipates creating 85 new jobs at an average wage greater than 200% of the St. Johns County average wage; and

WHEREAS, in accordance with Ordinance 2006-99, *as amended*, **ADVANCED DISPOSAL** submitted to the County an application for the award of an Economic Development Grant, seeking incentives to reimburse one hundred percent (100%) of the general County portion of tangible personal property taxes for two (2) years associated with the project; and

WHEREAS, in accordance with Ordinance 2006-99, *as amended*, the St. Johns County Economic Development Agency ("Agency") reviewed the application and issued a report evaluating the proposed enterprise.

NOW THEREFORE, the County and **ADVANCED DISPOSAL** (collectively "Parties") hereto for, and in consideration of, the mutual covenants and conditions hereinafter set forth, do hereby agree as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Agreement, and such Recitals shall be adopted as findings of fact.

Section 2. Project Details/Parameters.

The Project shall be restricted to the specific details and/or parameters contained in **ADVANCED DISPOSAL's** Application for Economic Development Grant ("Application"), which was submitted to the County on October 12, 2012, attached hereto and incorporated herein by this reference.

Section 3. Duration.

This Agreement shall be effective from _____, 20____, until 11:59 p.m., Eastern Standard Time, _____, 20____.

Section 4. Definitions.

The following terms shall be defined as follows:

- a) *Board* means the Board of County Commissioners of St. Johns County, Florida.
- b) *County* means St. Johns County, a political subdivision of the State of Florida.
- c) *County Administrator* means the County Administrator of St. Johns County, and/or authorized designees of the County Administrator.
- d) *County Fiscal Year* means and shall reference the period time from October 1 of one calendar year, up to and including September 30 of the following calendar year.
- e) *County Ordinance 2006-99* means St. Johns County Ordinance 2006-88. *as amended*, which among other things, adopted and implemented a County Business Incentive Program, created a Public Economic Development Agency, and authorized expenditure of County Funds for Economic Development Grants.
- f) *Full-time Equivalent Jobs* means full-time equivalent positions, as such terms are consistent with terms used by the Florida Department of Labor and Employment Security, and the United States Department of Labor for purposes of unemployment compensation tax administration, and employment estimation, resulting directly for a Project in the County. This term shall not include temporary construction jobs involved in construction of facilities for the Project,

or any jobs which have previously been included in any application for tax refunds under Sections 228.1045 and/or 288.106, Florida Statutes.

- g) *Grant Agreement* means a written agreement between the County and **ADVANCED DISPOSAL** that establishes the details of an Economic Development Grant, and this is a pre-condition to **ADVANCED DISPOSAL** being able to submit a claim for an Economic Development Grant Payment.
- h) *Program* means the St. Johns County Business Incentive Program, in accordance with County Ordinance 2006-99, *as amended*.
- i) *Project* means the creation of a new business within St. Johns County, Florida, or the relocation of a new business from outside the St. Johns County, Florida, and/or the expansion of an existing business within St. Johns County, Florida, and/or development of speculative space for industrial or office use.
- j) *Public Agency* means the Public Economic Development Agency that is created by County Ordinance 2006-99, *as amended*.

Section 5. Total Number of New Full-Time Equivalent Jobs.

The number of New Full-Time Equivalent Jobs was a factor relied upon by the County with respect to entering into this Agreement. Therefore, the number of New Full-Time Equivalent Jobs in the County shall be considered a condition associated with **ADVANCED DISPOSAL** submitting a claim for, or receiving, any County Economic Development Grant payment(s).

Consistent with **ADVANCED DISPOSAL**'s application for a County Economic Development Grant, **ADVANCED DISPOSAL** will provide at least 85 new Full-time Equivalent Jobs in St. Johns County as a result of the project. The jobs are to be created by December 31, 2015.

Section 6. Average Wage of Full-Time Equivalent Jobs.

The average wage of the New Full-Time Equivalent Jobs was a factor relied upon by the County with respect to entering into this Agreement. Therefore, the average wage of the New Full Time Equivalent Jobs in the County shall be considered a condition associated with **ADVANCED DISPOSAL** submitting a claim for, or receiving, any County Economic Development Grant payment(s).

Consistent with **ADVANCED DISPOSAL**'s application for a County Economic Development Grant, **ADVANCED DISPOSAL** will provide wages at an average of \$70,206 annually (equal or greater than 200% of St. Johns County's average wage) for the New Full-Time Equivalent Jobs in St. Johns County as a result of the project.

Section 7. Payment Fees and/or Taxes Prior to Claim Submission.

Prior to any submission of claim by **ADVANCED DISPOSAL** to the County for Economic Development Grant payment(s), **ADVANCED DISPOSAL** shall pay to the County a total amount equal to the general County portion of County Ad Valorem Taxes.

It is expressly understood by the parties that the total amount of County Ad Valorem Taxes (to the extent not adjusted by increased property values) shall be paid by **ADVANCED DISPOSAL** prior to **ADVANCED DISPOSAL** applying for, and/or receiving any County Economic Development Grant payment(s) in any eligible County Fiscal Year.

Section 8. Authority of the Board to Review, Verify Records.

(a) The Board (or when duly authorized, the Board's designee) specifically and explicitly reserves the right to review, inspect, examine and verify the financial and personnel records of **ADVANCED DISPOSAL** in order to determine the degree of **ADVANCED DISPOSAL's** compliance with this Agreement, as well as **ADVANCED DISPOSAL's** compliance with County Ordinance 2006-99, *as amended*.

(b) The Board (or when duly authorized, the Board's designee) further specifically and explicitly reserves the right to review, inspect, examine and verify any and all data, information, correspondence and documents, regardless of form or format, of **ADVANCED DISPOSAL** in order to determine the degree of **ADVANCED DISPOSAL's** compliance with this Agreement, as well as **ADVANCED DISPOSAL's** compliance with County Ordinance 2006-99, *as amended*.

Section 9. Timely Filed Claims; Consequences for Failure to File Timely Claims.

(a) In accordance with County Ordinance 2006-99, *as amended*, the first County Economic Development Grant payment shall be available to **ADVANCED DISPOSAL**, and may be distributed, during the eligible County Fiscal Year in which the requisite Tangible Personal Property is recognized on the County's Ad Valorem Tax roll.

(b) For each County Fiscal Year in which **ADVANCED DISPOSAL** is eligible for an Economic Development Grant payment by the County, **ADVANCED DISPOSAL** shall submit a claim to the County for such payment by prior to the end of that particular County Fiscal Year.

(c) In the event **ADVANCED DISPOSAL** fails to timely submit a claim to the County for Economic Development Grant payment during any eligible County Fiscal Year, then **ADVANCED DISPOSAL** shall waive its right to such payment for that particular eligible County Fiscal Year. Any such waiver during any particular County Fiscal Year shall not affect **ADVANCED DISPOSAL's** ability or right to seek County Economic Grant payments in any other particular County Fiscal Year.

(d) Upon written request by **ADVANCED DISPOSAL**, the Board, at its sole discretion, may grant Special Relief to **ADVANCED DISPOSAL** to consider and approve an untimely claim for County Economic Development Grant payment in an eligible County fiscal year. Such Special Relief shall be granted no more than once during the term of this Agreement.

Section 10. Conditions of Compliance; Consequence for Failure to Comply.

- (a) In order to remain eligible for County Economic Development Grant payment(s), **ADVANCED DISPOSAL** must abide by and comply with the provisions set forth in this Agreement, any incorporated attachments/exhibits, any amendments hereto and any applicable provisions of County Ordinance 2006-99, *as amended*.
- (b) **ADVANCED DISPOSAL** must complete the Project by no later than 11:59 p.m., Eastern Standard Time, September 30, 2014.
- (c) Should the Board determine that **ADVANCED DISPOSAL** has failed to comply with the conditions noted above, then the Board shall promptly notify **ADVANCED DISPOSAL** of such non-compliance (and in any event, no later than thirty (30) days after the Board makes such a determination of non-compliance). Upon the date of such notification, **ADVANCED DISPOSAL** shall be granted thirty (30) days in which to submit to the County a written report that sufficiently documents **ADVANCED DISPOSAL's** compliance with the conditions set forth above, or that sufficiently details all corrective action taken by **ADVANCED DISPOSAL** in order to come into compliance with the conditions set forth above.
- (d) In the event that **ADVANCED DISPOSAL** fails to sufficiently establish its compliance with the conditions set forth above within thirty (30) days after notification of non-compliance, then the County may terminate this Agreement with no further notice to **ADVANCED DISPOSAL**, and shall be released from any further obligations as provided herein.

Section 11. Conditions Associated with Economic Development Grant Payment(s).

- (a) **ADVANCED DISPOSAL** shall submit each Claim for Economic Development Grant Payment to the County Administrator.
- (b) As noted elsewhere in this Agreement, each Claim for Economic Development Grant Payment must be filed during the eligible County Fiscal Year.
- (c) Each Claim for Economic Development Grant Payment shall include a copy of all receipts or other relevant data and/or documentation related to the achievement of each applicable performance condition specified in this Agreement.
- (d) The amount requested by **ADVANCED DISPOSAL** in each Claim for Economic Development Grant Payment shall not exceed the amount specified in this Agreement for the eligible County Fiscal Year.

- (e) The first Claim for Economic Development Grant Payment by **ADVANCED DISPOSAL** shall include **ADVANCED DISPOSAL's** authorization to deliver this Agreement to the County Administrator and to disclose the contents of this Agreement to the public.
- (f) Upon receipt of each Claim for Economic Development Grant Payment by **ADVANCED DISPOSAL**, the County Administrator shall review, evaluate and determine: (1) if **ADVANCED DISPOSAL** has met and complied with all applicable terms and conditions of this Agreement; and (2) if the Board has appropriated adequate funds necessary to make the Economic Development Grant Payment. Upon determination that **ADVANCED DISPOSAL** has complied with the terms and conditions of this Agreement, and that the Board has appropriated adequate funding, the County Administrator shall approve each Claim for Economic Development Grant Payment.
- (g) Upon approval by the County Administrator, a check shall be made payable to **ADVANCED DISPOSAL** in the amount of the approved Claim for Economic Development Grant Payment.
- (h) No Economic Development Grant payment shall be made unless, and until, **ADVANCED DISPOSAL** submits a Claim for Economic Development Grant Payment, and such claim is approved by the County Administrator in the manner set forth in County Ordinance 2006-99, *as amended*.

Section 12. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

- (a) By executing this Agreement, **ADVANCED DISPOSAL** hereby acknowledges, understands and agrees that compliance with all applicable terms, conditions, provisions and requirements contained in this Agreement shall be a condition precedent to **ADVANCED DISPOSAL** receiving any Economic Development Grant Payment(s).
- (b) By executing this Agreement, **ADVANCED DISPOSAL** further acknowledges, understands and agrees that failure by **ADVANCED DISPOSAL** to comply with all applicable terms, conditions, provisions and requirements contained in this Agreement shall result in **ADVANCED DISPOSAL** losing its eligibility to receive Economic Development Grant Payment(s) in the County Fiscal Year of such non-compliance.

Section 13. Requisite Notice Regarding Grant Payment(s) to ADVANCED DISPOSAL.

Pursuant to County Ordinance 2006-99, *as amended*, the following notice is set forth, and incorporated herein:

This Economic Development Grant Agreement is neither a general obligation of St. Johns County, nor is it backed by the full faith and credit of St. Johns County. Payment of each Economic Development Grant Payment is conditioned upon, and subject to, specific annual appropriations by the Board of County Commissioners of St. Johns County of monies sufficient to pay the Economic Development Grant Payment(s) due that year.

Section 14. Effect of Short Fall and/or Unavailability of Funds.

- (a) The County makes no express commitment to provide Economic Development Grant funds any given County Fiscal Year. Moreover, it is expressly noted that **ADVANCED DISPOSAL** cannot demand that the County provide any such funds in any given County Fiscal Year.
- (b) It is specifically noted that if Economic Development Grant Funds are unavailable in one or more County Fiscal Years, **ADVANCED DISPOSAL** is not entitled to receive one or more Economic Development Grants payments in a succeeding County Fiscal Year in order to make up such short-fall and/or unavailability of funds, unless the Board specifically and expressly authorizes such payment by County Resolution (which shall also be noted in an amendment to this Agreement).

Section 15. Total Amount of Economic Development Grant; Re-calculation of Total Amount Permitted.

Consistent with, and based upon, the methodology set forth in County Ordinance 2006-99, *as amended*, and all Exhibits attached to and incorporated herein, the total amount of the Economic Development Grant payment(s) (which is referenced throughout this Agreement) represents the annual general County portion of annual tangible personal property tax.

It is expressly noted that the actual amount of the Economic Development Grant payment(s) may fluctuate in any given County Fiscal Year based upon periodic increases in property values.

The Economic Development Grant payment(s) shall be distributed to **ADVANCED DISPOSAL** over a maximum period of two (2) years.

Section 16. Eligible County Fiscal Years.

For purposes of this Agreement, the following represent eligible County Fiscal Years:

- (1) 2015
- (2) 2016

Section 17. Economic Development Grant Payment(s) for Each Eligible Fiscal Year.

- (a) As provided elsewhere in this Agreement and subject to **ADVANCED DISPOSAL's** compliance with County Ordinance 2006-99, *as amended*, and the terms and conditions of this Agreement, the amount of Economic Development Grant Payment(s) for each eligible County Fiscal Year is estimated to be an average of approximately \$21,560.
- (b) In any given eligible County Fiscal Year, the amount of an Economic Development Grant payment paid to **ADVANCED DISPOSAL** may be adjusted to reflect an increase in property values.
- (c) Notwithstanding any other provision contained in this Agreement and/or County Ordinance 2006-99, *as amended*, the maximum economic development incentive available in Economic Development Grant payment(s) to **ADVANCED DISPOSAL** shall not exceed \$43,120, unless otherwise approved by the Board.

Section 18. Notices.

All Official Notices to the **County** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

St. Johns County Economic Development Director
500 San Sebastian View
St. Augustine, Florida 32084

With a copy to the Office of County Attorney:

Office of County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

All Official Notices to **ADVANCED DISPOSAL** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

7915 Baymeadows Way, #300
Jacksonville, FL 32256

Section 19. Timeframe for ADVANCED DISPOSAL's Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.

- (a) Consistent with County Ordinance 2006-99, *as amended*, **ADVANCED DISPOSAL** shall, within thirty (30) days of the date that this Agreement is approved by the Board, execute and deliver two (2) copies of this Agreement to the Public Agency.
- (b) Consistent with County Ordinance 2006-99, *as amended*, in the event that **ADVANCED DISPOSAL** fails to timely execute and deliver two (2) copies of this Agreement to the Public Agency within the thirty (30) day time frame set forth above, the effect of such failure on the part of **ADVANCED DISPOSAL** shall result in the automatic termination of the Board's Approval of this Agreement.
- (c) The automatic termination as set forth above shall be deemed a rejection of this Agreement by the Board, and shall therefore render this Agreement null, void and having no further effect. Upon the occurrence of such circumstances, neither the County nor the Board shall be required to provide **ADVANCED DISPOSAL** any notice, official or otherwise of such rejection of the Agreement.

Section 20. Amendments to this Agreement.

Both the County and **ADVANCED DISPOSAL** acknowledge that this Agreement constitutes the complete agreement and understanding of the parties.

Further, both the County and **ADVANCED DISPOSAL** acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and **ADVANCED DISPOSAL**.

Section 21. Termination.

This Agreement is automatically terminated should **ADVANCED DISPOSAL** fail to abide by or comply with any term, condition, provision or requirement stated in this Agreement, including any amendments hereto, for which adherence to or compliance with is mandated or required (under County Ordinance 2006-99, *as amended*, or this Agreement and any amendment hereto).

This Agreement may be terminated by the County should the Board determine that **ADVANCED DISPOSAL** is not in compliance with or adhering to any term, condition, provision or requirement of this Agreement (and any amendment hereto) that is necessary for **ADVANCED DISPOSAL** to maintain its eligibility to receive Economic Development Grant payment(s) in any County Fiscal Year for the Duration of this Agreement.

Section 22. Expedited Processing of Local Permits and Licenses.

To the extent necessary, and in accordance with local, state and federal law, the County Administrator may, upon written request by **ADVANCED DISPOSAL**, direct County staff to expedite the County's permitting/licensing process in order to facilitate progress of the Project as specifically described in the Application.

Section 23. Assignment.

In light of the scope and rationale for this Agreement, **ADVANCED DISPOSAL** may not assign, transfer or sell any rights noted in this Agreement. Any attempts to assign, transfer or sell any rights noted in this Agreement by **ADVANCED DISPOSAL**, or any affiliate, subsidiary or parent company of **ADVANCED DISPOSAL** is strictly prohibited. Should **ADVANCED DISPOSAL** or any affiliate, subsidiary or parent company of **ADVANCED DISPOSAL** assign, transfer or sell any rights noted in this Agreement, such action or attempted action shall constitute cause for automatic termination of this Agreement with no further notice to **ADVANCED DISPOSAL**.

Section 24. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 25. Captions.

The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

Section 26. Severability.

If any word, phrase, sentence, part, provision, section, subsection, article exhibit or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or otherwise invalid for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, provision, section, subsection, article exhibit or other portion of this Agreement, or proscribed application thereof, shall be severable and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 27. Authority to Execute.

Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties have set their hand and seals as of the _____ day of _____, 2012.

**ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**
By: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK
By: _____

ADVANCED DISPOSAL
By: _____

WITNESS AS TO:
By: _____
Print: _____