

CLAY COUNTY AGREEMENT/CONTRACT # 2018/2019-98 RN1

**FIRST RENEWAL OF FRANCHISE AGREEMENT FOR CONTAINER SERVICE
[Jimco Site Services]**

This First Renewal ("First Renewal") of the Franchise Agreement for Container Service is made and entered into this 14th day of September, 2021, by and between Jimco Site Services, Inc., a Florida Profit Corporation (the "Franchisee"), and Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County").

RECITALS

WHEREAS, Clay County's Solid Waste Franchising and Collection Ordinance 90-24, as amended, and as codified in the Clay County Code, Appendix D, Article III ("Ordinance"), authorizes the franchising of Solid Waste collection services within specified Franchise Districts in the Unincorporated Area of Clay County; and

WHEREAS, on April 23, 2019, the parties entered into a Franchise Agreement for Container Service, Agreement/Contract # 2018/2019-98 ("Franchise Agreement"), a copy of which is attached hereto and incorporated herein as **Attachment A**, whereby the Franchisee agreed to provide Container Service under the terms and conditions of the Franchise Agreement; and

WHEREAS, paragraph 7 of the Franchise Agreement provides for an initial term that ends on September 30, 2021, with the County reserving the right to renew the Franchise Agreement for two (2) additional three-year periods, upon mutual consent of the County and the Franchisee and the execution of a renewal agreement; and

WHEREAS, the parties wish to enter into this First Renewal renewing the Franchise Agreement for an additional one (1) year period commencing October 1, 2021 and continuing through September 30, 2022 with the option for the County to renew the Franchise Agreement as provided for in paragraph 7.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Franchise Agreement is hereby renewed for an additional one year period commencing October 1, 2021 and continuing through September 30, 2022 at which time the Franchise Agreement shall terminate. The County reserves the option to renew the Franchise Agreement as provided for in paragraph 7 if it is deemed to be in the County's best interest to do so.

2. The Franchisee hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

3. Except as expressly provided herein, all other terms and conditions of the Franchise Agreement not affected by this First Renewal are incorporated herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the date and year first written above.

Jimco Site Services, Inc.

By: _____

Print Name: _____

Print Title: _____

**Clay County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners**

By: _____

Mike Cella
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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ATTACHMENT A

CLAY COUNTY AGREEMENT/CONTRACT # 2018/2019-98

FRANCHISE AGREEMENT FOR CONTAINER SERVICE

This Franchise Agreement is executed by and between Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), and Jimco Site Services, Inc. (the "Franchisee"), this 23RD day of APRIL 2019.

Pursuant to the provisions and authority of Clay County Ordinance 90-24, as the same may be amended from time to time (called the "Ordinance"), and for good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, and including the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Authority. This Franchise Agreement is executed by the parties under the authority of the Ordinance.
2. Ordinance Incorporated by Reference. The terms of the Ordinance, including its definitions, are incorporated by reference and made a part of this Franchise Agreement, as applicable, as if set out in full text herein. The terms and provisions of the Ordinance are declared to be the minimum with respect to the duties, requirements and obligations of the Franchisee. Therefore, any terms and provisions which impose greater or more restrictive duties, requirements and obligations upon the Franchisee are declared and agreed to prevail over the terms and provisions of the Ordinance.
3. Documents Incorporated by Reference. The County's Standard Addendum to all Contracts and Agreements (Exhibit A) and The Scrutinized Companies Certification (Exhibit B) are incorporated in this Agreement by reference and made a part hereof.
4. Franchise District. The Franchise granted is within the Franchise District #IX, as established under Clay County Resolution 89/90-63R.
5. Authorized Collection Service. The collection service authorized is Container Service as provided and specified under the Ordinance.
6. Non-exclusivity. The Franchise granted is non-exclusive within the Franchise District described under paragraph 4 hereof.
7. Term. The Franchise granted shall commence on the date first noted above, and terminate on September 30, 2021, unless sooner terminated hereunder or under the Ordinance. The County reserves the right to renew this Agreement for two (2) additional three-year periods, upon mutual consent of the County and the Franchisee and the execution of a renewal agreement. In the event of a renewal, within thirty (30) days of the end of term of this Agreement or any renewal thereof, Franchisee will provide to the County a Certificate of Insurance and a Performance and Payment Bond for the term of the upcoming renewal agreement, as well as a renewed Public Entities Crime Affidavit, County Standard Addendum to All Contracts and Agreements and Scrutinized Companies Certification.
8. Notice Address. The address of the Franchisee for service of any notices or correspondence hereunder shall be:

Jimco Site Services, Inc.
909 Leonard C Taylor Pkwy
Green Cove Springs, FL. 32043

9. Franchise Fee. The Franchisee agrees to pay to the Clay County Board of County Commissioners a Franchise Fee of fourteen percent (14%) of the Franchisee's gross receipts, which includes the Franchise Fee, for container service in their franchised area. Compactor lease and purchase receipts are exempt from Franchise Fee.

- A. The Franchisee agrees to make payments by delivering a check to the Clay County Department of Environmental Services, payable to the Clay County Environmental Fund, on or before the last day of each month, on the gross receipts of the previous month. The final payment for the last month of the Franchise Agreement shall be due thirty (30) days following the expiration or termination of the Franchise Agreement.
- B. Monthly Report. The Franchisee agrees to deliver to the Clay County Department of Environmental Services, on or before the last day of each calendar month, a true and correct monthly report of gross receipts generated the previous calendar month from accounts within their Franchise area.
- C. In the event the Franchisee fails to deliver a monthly report due under paragraph 9.B. of this Agreement within the prescribed time, said failure shall be grounds for termination of the Franchise. In the event of termination of the Franchise, the Franchisee shall remain liable for all Franchise and Disposal fees due up to the date of termination.

10. Annual Audit Report.

- A. The Franchisee agrees to maintain all books and records related to the Franchise in accordance with generally accepted accounting principles. A customer list showing location, container size, and frequency, along with all books and records, will be made available for inspection by the Department of Environmental Services staff upon request and sufficient notice of ten (10) days.
- B. The Franchisee agrees to submit a certified financial statement each year on or before the date set forth in the Ordinance for said financial statement to be submitted. The certified financial statement shall be prepared by a certified public accountant licensed by the State of Florida. The certified financial statement shall indicate all revenues and expenses of disposal generated from or attributable to Franchise activities within Clay County. These statements shall be prepared in accordance with generally accepted accounting principles.
- C. In the event the Franchisee fails to submit its certified financial statement within the time prescribed in paragraph 10.B. hereof or to obtain an extension for good cause shown fifteen (15) days prior to the report due date, then the Franchisee agrees to pay an additional late charge of ten (10) percent of the average monthly disposal fee incurred by the Franchisee for the preceding twelve (12) month period.
- D. In the event the certified financial statement required in paragraph 10.B. is not filed within the prescribed time, said failure to file shall be grounds for termination of the Franchise. In the event of termination of the Franchise, the Franchisee

shall remain liable for all Franchise and Disposal fees due up to the date of termination.

11. Insurance. Throughout the term of the Franchise, Franchisee shall maintain the following insurance in excess of the minimum requirements under Section IV C. of the Ordinance: NONE.
12. Bond. Throughout the term of the Franchise, unless modified under the Ordinance, Franchisee shall maintain under Section IV 2.B. of the Ordinance a performance and payment bond in an amount not to exceed \$25,000.00 (twenty-five thousand dollars).
13. Recycling. Franchisee agrees to actively market recyclable material collection services to all its Customers. The Clay County Recycling Program presently accepts specific recyclable materials at no charge (subject to change with 90-day notice) at the Clay County Recycling Facility. The County Recycling Program will accept the following materials at the Clay County Recycling Facility:
 - A. Newspaper; dry, normal inserts accepted
 - B. Junk mail/Telephone books/Magazines/catalogs
 - C. Corrugated cardboard; dry, flattened.
 - D. Office Paper, dry. Will accept copy bond, computer printout, white ledger, and colored ledger. No carbon or carbonless treated paper.
 - E. Steel (Tin) Cans; free of all food or liquids. Labels accepted.
 - F. Aluminum Beverage Cans; unflattened.
 - G. HDPE Plastic Containers; tops removed. One gallon and 2 ½ gallon milk jugs or water bottles only.
 - H. PETE Plastic Containers; tops removed. 1 through 7.
 - I. Glass Containers; clear, brown, and green. Free of all food or liquids. Tops removed. Labels accepted.

The Clay County Recycling Program will accept any of the above-reference materials from the Franchisee that are collected source separated. The Clay County Recycling Facility reserves the right to reject loads of materials collected as recyclable in the event a particular load contains more than 5 percent unacceptable materials or contamination. In the event a load of materials collected by the Franchisee as recyclable is rejected, the County will notify the Franchisee immediately, and reserves the right to have the materials properly disposed. The County will charge the Franchisee's prepaid account for the material rejected, and advise the Franchisee within ten (10) working days of the appropriate charges.

Franchisee further agrees that if the County shall implement a recycling program requiring mandatory participation on the part of Container Service Customers, then Franchisee will cooperate with the implementation thereof, including termination services with non-participating or uncooperative Customers, if required by the County.

14. Application. The Application submitted hereunder by the Franchisee dated January 15, 2019, is incorporated by reference. In the event of any inconsistencies between the terms and provisions of the Application and those hereof, those hereof shall prevail. Any fraudulent or deceptive statements contained therein, or any material misstatements of fact contained therein shall be full and sufficient grounds for the immediate revocation of the Franchise and the termination of this Franchise Agreement by the Board.

15. Equipment and Vehicles. The Franchisee shall acquire, employ and utilize all equipment and vehicles necessary to perform its Franchise duties, requirements, and obligations. Such equipment and vehicles shall be maintained in good condition and repair at all times and shall initially include the equipment and vehicles identified in the Application.
16. Designated Place of Business. The Designated Place of Business shall be:
- Jimco Site Services, Inc.
909 Leonard C Taylor Pkwy
Green Cove Springs, FL. 32043
17. Container Size. Containers shall be provided as required under Section IV 5.B. (5) (a) of the Ordinance, except as follows: NO EXCEPTIONS.
18. Ordinance Amendments. The Franchisee acknowledges and agrees that the Board shall have the right to make reasonable amendments to the Ordinance from time to time within the reasonable exercise of its police powers to protect the public health, safety, and welfare. The Franchisee agrees to abide by such amendments as if fully set out herein.
19. Termination. The failure on the part of the Franchisee to at all times comply fully and completely with the provisions hereof shall be grounds for the revocation of the Franchise and the termination of this Franchise Agreement as provided under Section IV 1. of the Ordinance.
20. Designated Disposal Facility. The Franchisee agrees to cause all solid waste collected by it under the authority of the Franchise to be delivered to the Transfer Station at the County's Rosemary Hill Solid Waste Management Facility, or such other Facility as the County may identify as a Designated Disposal Facility, within the meaning of the Ordinance.
21. Tipping Fee Deposits.
- A. At its sole discretion, the County may authorize the Franchisee to deposit funds with the County to be drawn against by the Franchisee for payment of the tipping fee due on each load of solid waste delivered to the County Facility in lieu of requiring the Franchisee to tender cash with each such load. If granted, the County may withdraw such authorization at any time in its sole discretion without recourse on the part of the Franchisee.
- B. Should the authorization under subparagraph A be granted by the County, then on any occasion that the County in its sole judgment shall determine that the balance of funds on deposit with the County to the credit of the Franchisee is low, zero or negative, the County may give written notice to the Franchisee by facsimile transmission to deposit additional funds with the County. For purposes of this paragraph the term "Notice Time" shall mean the time of day of the sending of the written notice, and the term "Deposit Deadline" shall mean the Notice Time occurring on the second business day immediately following the sending of the written notice.
- C. In the event the Franchisee shall have received a written notice from the County to make a deposit under subparagraph B to cure a negative balance, then the

Franchisee shall pay to the County a fee of \$25.00 for each day or portion thereof occurring after the Deposit Deadline during which the Franchisee has failed to cure the negative balance until the Franchisee shall have deposited funds sufficient to cover the negative balance, pay all accrued fees under this subparagraph and produce a positive balance.

- D. In the event the Franchisee shall have received a written notice from the County to make a deposit under subparagraph B to replenish a zero or low balance, then if the balance shall thereafter become negative the Franchisee shall pay to the County a fee of \$25.00 for each day or portion thereof occurring after the Deposit Deadline during which the balance shall remain negative until the Franchisee shall have deposited funds sufficient to cover the negative balance, pay all accrued fees under this subparagraph and produce a positive balance.
- E. For purposes of this paragraph the term "Delinquent Fee" shall mean the fee charged under subparagraphs C and D, and the term "Charged Day" shall mean a calendar day for which a Delinquent Fee has been charged to the Franchisee.
- F. The accrual by the Franchisee of 20 or more Charged Days during any 12 month period shall be grounds for the revocation of the Franchise and the termination of this Agreement.
- G. The Franchisee at all times shall remain liable to pay to the County the tipping fee charged by the County for each load of solid waste delivered by the Franchisee to the County Facility, and nothing in this paragraph shall be construed to the contrary.

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals on the date and year first written above.

CLAY COUNTY, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: Mike Cella
Mike Cella
Its Chairman

ATTEST:

Lorin L. Mock
Lorin L. Mock
Acting County Manager and Clerk of the
Board of County Commissioners

IN WITNESS WHEREOF, JimCo Site Services has caused this Agreement to be executed and delivered as of the day and year first above written.

CONTRACTOR

By: Kristi C Smith
Title: President

ATTEST:

Secretary

(SEAL)

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by Kristi C Smith
and Kristi C Smith, as President and Secretary of JimCo
Site Services on behalf of the corporation. They
are personally known to me or have produced _____ as
identification.

WITNESS my hand and official seal, this 2 day of May, A.D.,
2019.

Notary Public
State of Florida

My Commission Expires:

EXHIBIT A

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. 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.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating any contract with the County for goods or services of any amount that is entered into or renewed on or after July 1, 2018, if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1).

Further, as provided in Section 287.135(3), Florida Statutes, the County shall have the option of terminating a contract with the County for goods or services of \$1 million or more that is:

(a) entered into or renewed on or before September 30, 2016, and :

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

(b) entered into or renewed on or after October 1, 2016, through June 30, 2018, and:

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1);
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

(c) entered into or renewed on or after July 1, 2018, and:

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

ATTEST FOR CLAY COUNTY:

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners


Lorin L. Mock
Lorin L. Mock, Acting County Manager and
Clerk of the Board of County Commissioners

By:

Mike Cella
Mike Cella
Its Chairman

Contractor Name: JimCo Site Services

(Corporate Seal)

By:

Kristi C Smith

Printed Name: Kristi C Smith

Title: President

EXHIBIT B

Scrutinized Companies Certification

[Clay County: Container Service]
INSERT PROJECT NAME

Name of Company:¹ JimCo Site Services

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

JimCo Site Services

(Seal)

By: Kristi C Smith
Kristi C Smith
Its President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

NOW, THEREFORE, the condition of this obligation is such that if a Contract is granted to said Principal, and If such Principal shall during the life of said Contract faithfully observe all of the Conditions of said Obligor, and faithfully perform the duties as required by the Ordinance, rules or regulations and will save and keep harmless and indemnify said Obligor, from all actions, suits, costs, damages and expenses, including Attorney's fees which shall or may at any time happen to come to it for or on account of any injury or damage received or sustained by any person, then the above obligation shall be void, otherwise to be and remain in full force and effect.

It is understood and agreed that this Bond terminates automatically on April 23rd, 2020, unless continued in full force upon the express condition that the full extent of the Surety's liability under said Bond and all continuations thereof for any loss or series of losses occurring during the entire time the Surety remains on said Bond shall in no event exceed the sum of the Bond.

It is further understood and agreed that if the Surety shall so elect, this Bond may be canceled by giving thirty days notice in writing to said Obligor.

In witness whereof the Surety has caused this instrument to be duly signed, sealed and dated as of the 8th day of May, 2019.

[SEAL]

American Southern Insurance Company

Surety

By

Jason S. Centrella
ATTORNEY-IN-FACT & FLORIDA LICENSED RESIDENT AGENT

Jimco Site Services, Inc.

Principal

By

Christa Smith

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

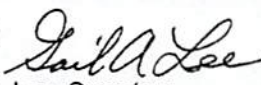
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; or Kelley E.M. Nys of Decatur, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

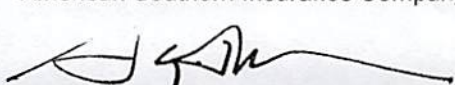
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 3rd day of February, 2016.

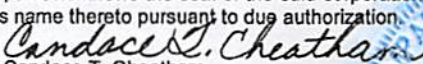
Attest: 
Gail A. Lee, Secretary

American Southern Insurance Company
By: 
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 3rd day of February, 2016, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

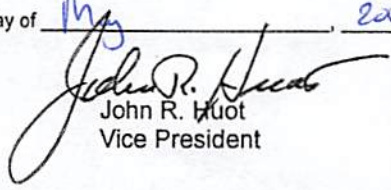
STATE OF GEORGIA
SS:
COUNTY OF FULTON


Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2017

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 8th day of May, 2017.

Power No. **41388**


John R. Huot
Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance 4634 Gulfstar Drive Destin FL 32541	CONTACT NAME: Certificate Team	
	PHONE (A/C, No, Ext): 850-650-1950 FAX (A/C, No): 850-650-9288	
	E-MAIL ADDRESS: coifm@acentria.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Depositors Insurance Company	42587
	INSURER B: Allied P & C Insurance Company	42579
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 155419690**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ACPGD03008917308	8/10/2018	8/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ACPBAL3008917308	8/10/2018	8/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ACPCAP3008917308	8/10/2018	8/10/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			ACPCIMP3008917308	8/10/2018	8/10/2019	Rented Leased: -- Max Per Item 380,000 -- Total Limit 1,140,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO THE GENERAL LIABILITY COVERAGE SHOWN ABOVE IF REQUIRED BY WRITTEN CONTRACT SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

Clay County Department of Environmental Services
3545 Rosemary Hill Road
Green Cove Springs FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies for CoAdvantage 444 West 47th Street #900 Kansas City, MO 64112	CONTACT NAME: PHONE (A/C, No, Ext): (866) 854-5423 FAX (A/C, No): E-MAIL: coi@coadvantage.com ADDRESS:																					
INSURED CoAdvantage Corporation Alt. Emp: JIMCO Site Services Inc. 3350 Buschwood Park Drive #200 Tampa, FL 33618	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Zurich Insurance Company	40142	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 19FL090973176 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC 56-11-942-05	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	04/01/2019	04/01/2020	Client# P454330-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
JIMCO Site Services Inc.
909 Leonard C. Taylor Parkway
Green Cove Springs, FL 32043

CERTIFICATE HOLDER

Clay County Department of Environmental Services
3545 Rosemary Hill Road
Green Cove Springs, FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Ansell

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