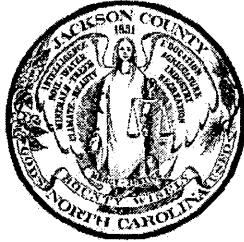


Jackson County Public Works Department

Chad Parker, Director
Ira Jones, Grounds & Maintenance
Steve Ogle, Solid Waste & Housekeeping
David Monteith, Garage



401 Grindstaff Cove Road
Sylva, North Carolina 28779
Phone (828) 586-2437
Transfer Station Phone: (828) 586-7577
Fax (828) 631-1904

Summary of Actions Solid Waste Contracts

We have two contracts that will be ending this year in the Solid Waste Department. Both of these contracts are considered service contracts. They are the hauling contracts of Republic Services, Inc and Kinsland Trucking. The Republic contract includes staffing of the collection sites as well as the hauling of recycling and municipal solid waste (MSW) to the Transfer Station from all staffed recycling centers in the County. The Kinsland Trucking contract is the hauling of waste to Homer, Georgia and the recycling to Asheville. Both contractors have served us well in the last eight years.

The last time these contracts ended, the Board of Commissioners decided to go through the bidding process. Both contractors have indicated to me that they would like to continue providing the service to Jackson County. Documents from Republic Services, Inc are included for your viewing including a modified contract addendum. Randy Kinsland has indicated to me that he would request a new modified contract. I have had a request by a local contractor that the hauling contract for recycling and MSW hauling to Georgia to be put out for competitive bid.

My recommendation would be to allow Republic to continue with approval from the County Manager and Attorney regarding the amendments to the Contract. Republic is not asking for any increase in payment and is waiving the CPI until January 2016 as well as the other items documented in the letter dated July 7, 2014.

Due to the fact that we have had another local contractor expressing interest in our hauling services and Kinsland is projecting a price increase, bidding this service is an option. I will ask for the pleasure of the Board regarding bidding this contract.

I do not have any complaints with either of these current contractors.

Thank You,

A handwritten signature in black ink, appearing to read 'Chad Parker', written over a horizontal line.

Chad Parker



Mr. Chad Parker
Solid Waste Director
1172 Mineral Springs Rd.
Sylva, NC 28773

July 7, 2014

Dear Chad:

"Thank You" for the opportunity to serve the residents and businesses within Jackson County. It is our pleasure not only to provide services but to be a part of the Communities. We are proud to have 35 employees that live and conduct business on behalf of Republic Services in Jackson County. We staff, operate, and manage hauling and collections at 8 convenience sites throughout the County and are proud to say our teams do a great job. They ensure sites are safe, clean and well managed. Our onsite supervisor Vernon Woodard has over 30 years of dedication and service in Jackson County. He has an exceptional knowledge of each site's requirements and needs. Monthly training and continuous development of the best site attendants ensure safety of the Jackson County residents.

This letter serves as our request to renegotiate and extend our current agreement which expires on December 31st 2014. We are prepared to offer the following beneficial items in exchange for an additional 5 year extension to our current agreement:

- No CPI increase in years 2014 & 2015 for a cost savings of \$48K. It is Republic's position to administer the next CPI on January 1st, 2016, using the October 2015 CPI matrix. A maximum of 3% CPI for every year thereafter.
- Republic intends to build, purchase, or lease a building in Jackson County where we will begin maintaining our equipment. This will require additional staffing for potential new location.
- Capital investment of over \$280K for 14 New Compactors.
- Within 6 months of agreement all recycling and open top containers in which Republic Services provides will be refurbished and relabeled throughout the County.

All of us at Republic Services are excited about the opportunity to continue our partnership with Jackson County and feel confident that our capital investments will solidify our commitment to the Residents, Communities and Jackson County.

Sincerely,

Jimmy Torrey
General Manager

SECOND AMENDMENT TO SERVICE AGREEMENT

THIS SECOND AMENDMENT (the "Second Amendment") executed this ____ day of _____, 2014 (the "Effective Date"), by and between the County of Jackson, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (the "County") and Republic Services of North Carolina, LLC d/b/a GDS-Asheville (the "Contractor").

RECITALS

A. County and Contractor entered into a Service Agreement dated October 23, 2006, as amended November 30, 2010 (the "Agreement").

B. County and Contractor desire to renew the term of the Agreement and otherwise amend the Agreement.

AGREEMENT

NOW, THEREFORE, County and Contractor, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, hereby agree as follows:

1. Term. The parties agree that the term of the Agreement shall be extended for an additional five (5) year term commencing January 1, 2015 and expiring December 31, 2019 (the "Renewal Term"). The Agreement shall then be automatically renewed for an additional five (5) year period, unless either party gives the other written notice ninety (90) days prior to the expiration of the Renewal Term.

2. Definitions. The parties agree to the following: "Acceptable Waste Materials" means all non-hazardous solid waste materials and recyclable materials, but does not include Unacceptable Waste.

"Unacceptable Waste" means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

"Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous

Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

3. Right of Refusal. The parties agree that the following shall be added as a new Section (12):

“If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire load of waste. In such situations, Contractor shall contact the County and the County shall undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all applicable laws. The County shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect from the generator the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to the County’s providing all such reasonable assistance to Contractor, Contractor shall release County from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the County.”

4. Title to Waste. The parties agree that the following shall be added as a new Section (13): “Title to the Acceptable Waste Materials shall pass to Contractor when placed in Contractor’s collection vehicle. Title to, ownership of and liability for any Unacceptable Waste shall at no time pass to Contractor.”

5. Equipment. The parties agree that the following shall be added as a new Section (14): “Any equipment Contractor furnishes shall remain Contractor’s property. County shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor’s handling of the equipment). County shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.”

6. Indemnity. Section (8) of the Agreement is amended to read as follows: “GDS agrees that all trucks and equipment used for the collection and hauling of solid waste and recyclables at the SRCs and Transfer Station shall be maintained in a safe operating condition at all times and that all drivers shall be properly licensed to operate the vehicles utilized.

GDS shall be responsible for any and all claims for personal injuries or death, or loss of or damage to property to the extent caused by GDS’s negligence or willful misconduct or those of its subcontractors or agents.

County shall be responsible for any and all claims for personal injuries or death, or for loss of or damage to property to the extent caused by the County's negligence or acts of willful misconduct or those of its contractors or agents.

GDS agrees to maintain liability insurance in such amounts and upon such terms as are approved by County. GDS shall obtain and maintain a comprehensive liability insurance policy from an insurance carrier in an amount not less than the coverage stated in Section 5 of this Agreement."

7. Force Majeure. The parties agree that the following shall be added as a new Section (15): "Except for County's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance under this Agreement during the term of such event and for a reasonable time thereafter."

8. Capitalized Terms. Capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings assigned to them in the Agreement.

9. Continuing Effect. Except as expressly modified or amended by this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect. In the case of a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.

10. Execution in Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the Effective Date set forth above.

**County of Jackson,
North Carolina**

**Republic Services of
North Carolina, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____