Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(3)

03-20-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-357-07

RESOLUTION AUTHORIZING EXECUTION OF THE LAND LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND STERICYCLE FOR OPERATION OF A BIO-HAZARDOUS WASTE DISPOSAL FACILITY AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY OPTIONS OR TERMINATION OR DEFAULT PROVISIONS THEREOF

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, there is a continued need to provide for the safe disposal of bio-hazardous waste, including medical waste, generated by various institutions and companies located inside or outside Miami-Dade County to protect the general health, safety and welfare of its citizens; and

WHEREAS, the Land Lease was competitively bid in accordance with Section 125.35 Florida Statues and Stericycle has met all bid specifications and is recommended for award,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to authorize the County Mayor or his designee to execute the Land Lease between Miami-Dade County and Stericycle for operation of a Bio-hazardous waste disposal facility in substantially the form attached hereto and made part hereof, following proper execution by Stericycle and review by the County Attorney's Office and authorizing the County Mayor or his designee to exercise any options or termination or default provisions contained therein.

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MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: March 20, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

✓ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Katy Sorenson, and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

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LAND LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND STERICYCLE FOR OPERATION OF A BIO-HAZARDOUS WASTE DISPOSAL FACILITY

THIS LAND LEASE AGREEMENT ("Land Lease"), is hereby entered into this _____ day of _____, 2007, by and between MIAMI - DADE COUNTY, a political subdivision of the State of Florida ("County"), and STERICYCLE, a Delaware corporation.

W I T N E S S E T H

WHEREAS, there is a continued need to provide for the safe disposal of bio-hazardous waste, including medical waste, generated by various institutions and companies located inside and outside Miami-Dade County to protect the general health, safety and welfare of its citizens; and

WHEREAS, Miami-Dade County has since 1981 continuously leased land located in the vicinity of the N. W. quadrant of the intersection of N.W. 87th Avenue and 58th Street, now lying within the City of Doral, for operation of a bio-hazardous waste disposal facility and desires that this operation continue; and

WHEREAS, an Invitation to Bid for the Land Lease was issued in accordance with the provisions of Section 125.35, Florida Statutes, and STERICYCLE was the successful bidder.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

Memorandum

MIAMI-DADE COUNTY

Date: March 20, 2007

To: Honorable Chairperson, Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess County Manager

Agenda Item No. 14(A)(3)

Subject: Land Lease Agreement between Miami-Dade County and Stericycle for Operation of a Bio-Hazardous Waste Disposal Facility

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RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute the Land Lease Agreement between Miami-Dade County and Stericycle for Operation of a Bio-Hazardous Waste Disposal Facility (Land Lease). The Land Lease is for approximately 60,500 square feet of land located at the N.W. quadrant of the intersection of N.W. 87th Avenue and 58th Street, where Stericycle currently operates a bio-hazardous waste disposal business. This Land Lease is the result of an invitation to bid issued in accordance with Section 125.35 Florida Statues. The previous Land Lease expired on July 31, 2006. Stericycle, the incumbent bidder, has been paying its normal lease payment pending the outcome of this solicitation. The term of the Land Lease is six (6) years, with three (3) two-year mutual options to renew.

BACKGROUND

The County's Northeast Incinerator was closed in 1980. As a result, a severe shortage of incinerator capacity for disposal of pathological, infectious and medical waste (now bio-hazardous waste) was experienced in Miami-Dade County. Recognizing the need for a bio-hazardous waste disposal facility in Miami-Dade County, the Board issued an RFP seeking a firm to provide this service and subsequently entered into a lease agreement with Acme Services Unlimited, Inc. in 1981 (R-609-81). The leased property, of approximately 45,000 square feet, was located at the N.W. 58th Street Main Landfill site in the right-of-way for theoretical N.W. 87th Avenue.

In 1986, the Board again issued an RFP for this service resulting in a lease agreement with Metro Waste Services, Inc. (formerly Acme Services Unlimited, Inc.) (R-998-86). The lease was extended in 1991 (R-883-91) and a new lease with MedX, Inc. was entered into in 1992 (R-34-92). The MedX lease included construction of a new facility immediately to the west of the N.W. 87th Avenue right-of-way (the current site). MedX was purchased by Attwoods, Inc. in 1987, after which the lease transferred to BFI Waste Systems of North America, Inc. as part of the purchase of Attwoods, Inc. by BFI in 1994. The lease was then assigned to BFI Medical Waste, Inc. on October 27, 1999 and finally to Stericycle, Inc. (now Stericycle) on July 20, 2001.

Stericycle is the largest provider of regulated bio-hazardous waste services in North America, with four locations in Florida, including its Miami-Dade operation. The company currently provides bio-hazardous waste disposal services to 23 hospitals in Miami-Dade County; among

them are Jackson Memorial, Baptist, Mt. Sinai, Cedars, Veterans Administration, Kendall Regional, Dr. Martin Luther King, Jr., and Miami Children's. Forty employees work at the Miami-Dade County facility.

Stericycle, Inc. upgraded the waste processing system at the Facility in 1999 by installing two (2) state-of-the-art autoclaves and associated super heater. The autoclaves, each having a capacity rating of 4,000 pounds per hour, use superheated steam to treat infectious waste. Following the autoclave process, the waste can be safely disposed of in a Class I landfill.

A Third Amended and Restatement of the Lease Agreement between Miami-Dade County and Stericycle, Inc., to extend the term of the agreement for six (6) years with three 2-year mutual options to renew, was placed on the February 14, 2006 Infrastructure and Land Use Committee (INLUC) agenda for approval. At that meeting, it was determined by the County Attorney's Office that simply amending the existing lease was not legally sufficient, and instead, a competitive bid process would be required, in accordance with Section 125.35 Florida Statues. Based on this information, the INLUC deferred the item to no date certain, pending the outcome of the competitive process.

An invitation to bid was issued in May 2006 and two bids were received. The higher bid from Medico ($17,000 per month) was rejected based on a review by Audit and Management Services of Medico's financial capability to fulfill the bid specifications. Further, Medico had requested delayed payment of an $18,500 Consent Order settlement for air emissions violations based on "stated financial hardship." Stericycle, having submitted the second highest bid and having met all bid specifications is therefore recommended for award. The bid process increased the monthly lease payment by $4,329.17, from the current $10,671.83 to $15,001 per month. The attached Land Lease is for six (6) years with three (3) two-year mutual options to renew.

Assistant County Manager

Article 1. Term of Land Lease

The County hereby leases to STERICYCLE for a term of six (6) years, commencing on the date of execution of this Land Lease, Parcel 1 referred to in Article 2 hereof located in the vicinity of the N.W. quadrant of the intersection of N.W 87th Avenue and 58th Street, within the City of Doral, Florida, for the purpose set forth in Article 3 hereof. Following the initial term, and upon mutual agreement of the parties hereto, this Land Lease may be renewed for up to three (3) successive two-year periods.

Article 2. Leased Land

The leased land includes Parcel 1 which is graphically depicted and legally described on Exhibit "A" attached hereto and made a part hereof (Leased Land).

Article 3. Use of Parcel 1

STERICYCLE shall use Parcel 1 exclusively for the management and operation of autoclaves as described in Article 5 hereof. No bio-hazardous waste material of any kind shall be stored on the site for more than 48 hours. Waste material, other than pathological, infectious and hospital waste, USDA International Waste, pharmaceutical process waste, confiscated drugs, oil spill absorbent, and confidential/classified materials and documents, shall not be stored or processed on the Leased Land without prior written approval of the Director of the Department of Solid Waste Management ("Director"). STERICYCLE is responsible for all contractual arrangements with generators of waste materials which can be autoclaved under the terms of this Land Lease. The County does not guarantee to provide waste to STERICYCLE. STERICYCLE may autoclave waste from any of its customers from inside or outside the County but shall give preference to customers located and waste generated in Miami-Dade County, Florida. STERICYCLE shall not accept medical waste from outside Miami-Dade County if customers from within Miami-Dade County would be turned away as a result. All residues shall be disposed of at a facility permitted to handle such material.

Article 4. Rentals

Beginning on the first day of the month immediately following the effective date of this Land Lease, and on the first day of each month thereafter for the term of this Land Lease, STERICYCLE shall pay the County, at the office of the Department of Solid Waste Management, the sum of $15,001. On October 1, 2007, and on every October 1 thereafter, the monthly rent for the current year shall be adjusted upward (if at all) by the percentage increase over the prior year recorded by the Bureau of Labor statistics Consumer Price Index [CPI] (for All Urban Consumers in the South with Population of 1,200,000 or more). Such CPI increases shall be capped at five percent (5%) per year for the initial term and any renewal terms of this Agreement. In the event that the actual CPI increase exceeds the five percent (5%) cap in a given year, the amount of CPI increase above the five percent (5%) cap shall be applied to CPI increases in future years when the CPI increase is less than five percent (5%). In the event that STERICYCLE fails to pay the rentals or any other fees or charges as required to be paid under the provision of this Land Lease within thirty (30) days after the same shall be due, interest of one and one-half percent (1 1/2%) per month shall accrue against the delinquent payment(s) from date due until the same are paid. Implementation of this provision shall not preclude the County from terminating this Land Lease for default in the payment of rentals, from enforcing any other provision contained therein, or as provided by law.

Article 5. Operation of Autoclave

(a) General Operation

STERICYCLE shall operate two (2) autoclaves each rated at 4,000 pounds per hour (or greater). STERICYCLE may operate additional autoclaves provided the total output does not exceed an average of ninety-six (96) tons per day. Any deviation from the operation of the above described equipment shall only be allowed upon approval by the Director. Such operation shall comply with all federal, state and county rules and regulations applicable to bio-hazardous waste autoclaves and treatment while such operation is permitted in this agreement.

(b) Transportation of Residues

The parties agree that STERICYCLE will paint the containers used for transport of residues from the autoclaving process white or another color different from that used for containers that transport untreated bio-hazardous waste.

Article 6. Rates and Services

STERICYCLE shall charge all users of facilities described in Article 5 above a uniform disposal fee based on utilizing state-of-the-art autoclaving techniques. On October 1, 2007, and on every October 1 thereafter, the following uniform disposal fees shall be adjusted upward (if at all) by the percentage increase over the prior year recorded by the Bureau of Labor statistics Consumer Price Index [CPI] (for All Urban Consumers in the South with Population of 1,200,000 or more). Such CPI increases shall be capped at five percent (5%) per year for the initial term and any renewal terms of this Agreement. In the event that the actual CPI increase exceeds the five percent (5%) cap in a given year, the amount of CPI increase above the five percent (5%) cap shall be applied to CPI increases in future years when the CPI increase is less than five percent (5%). Any other adjustments to the uniform disposal fees may only be made upon a showing to the Miami-Dade County Board of Commissioners of reasonable cause:

Uniform Disposal Fees Schedule 1-Scheduled Delivered Volumes

Al	Bio-hazardous Waste	$.25 per pound
A2	Confidential Documents	$.25 per pound
A3	Pharmaceutical	$.30 per pound
A4	International USDA (Waste)	$.30 per pound
A5	Oil/Fuel Materials	$.35 per pound
A6	Narcotics (Confiscated Materials)	$.35 per pound

Uniform Disposal Fees Schedule 2 - Delivered On-Call Volumes

Cl	Bio-hazardous Waste	$.30 per pound
C2	Confidential Documents	$.30 per pound
C3	Pharmaceutical	$.30 per pound

C4	International USDA (Waste)	$.35 per pound
C5	Oil/Fuel Materials	$.35 per pound
C6	Narcotics (Confiscated Materials)	$.40 per pound

STERICYCLE shall furnish good, prompt and efficient service on a fair, equal and nondiscriminatory basis to all users thereof, provided that STERICYCLE may be allowed to make reasonable, uniform and nondiscriminatory discounts or other similar types of price reductions to volume purchasers.

Article 7. Maintenance of Premises

STERICYCLE shall be solely responsible for the maintenance and repair of the premises, which shall include the buildings, autoclaves, paved areas and landscaped areas (Premises). No excavation of any of the Leased Land shall be made and no well of any nature shall be dug, constructed or drilled on the Premises without prior written approval of the Director. STERICYCLE shall operate and maintain all utilities including storm water drainage facilities. STERICYCLE shall be required upon request to provide the County with an appropriate annual maintenance schedule for the autoclaves and to reasonably follow such schedule, and to notify the County of any changes. The County reserves the right to inspect the Premises to ensure that the terms and provisions of this Land Lease are being complied with. STERICYCLE shall maintain an on-site manager to supervise the Premises and have authority to deal with the Director or his/her designated representative on all matters relating to activities of STERICYCLE on the Leased Land.

Article 8. Utilities

STERICYCLE shall be solely responsible for obtaining and paying for all required utilities. County shall have no obligation to provide utilities to the Premises in addition to those existing on the Premises at the time of execution of this Land Lease.

Article 9 . Laws, Regulations and Permits

STERICYCLE shall comply with all federal, state, county and local laws, ordinances, rules and regulations applicable to the bio-hazardous waste disposal operation on the Leased

Land. STERICYCLE shall obtain and maintain current all permits and licenses as required for its bio-hazardous waste disposal operation. STERICYCLE shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Leased Land, its improvements and its operations under this Land Lease; provided, however, STERICYCLE shall not be deemed to be in default of its obligations hereunder for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes. STERICYCLE further agrees to be solely responsible for obtaining all permits and approvals necessary for building and zoning, at its own cost.

Article 10. Alterations of Premises and Erection of Signs

STERICYCLE shall not alter the Premises in any manner whatsoever without the prior written approval of the Director, DERM, and other applicable regulatory agencies. STERICYCLE shall not erect, maintain or display any identifying signs or any advertising matter without the prior written approval of the Director. All signs shall be erected in accordance with the South Florida Building Code and Miami-Dade County Code.

Article 11. Assignment and Subletting

This Land Lease shall not be assigned, transferred, pledged or otherwise encumbered except upon prior written approval of the Director at his/her sole discretion. STERICYCLE shall not sublet any portion of the Leased Land or Premises.

Article 12 . Indemnification and Hold Harmless

STERICYCLE shall protect, defend, and hold the County and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property and all and every environmental damage, including all reasonable costs for investigation and defense thereof and (including, but not limited to, attorney's fees, court costs, and expert fees), of any nature whatsoever arising out of an incident related to this Land Lease and/or the use or occupancy by STERICYCLE of the Premises, or the acts or omissions of its officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of

where the injury, death, or damage may occur unless such injury, death or damage is caused by the sole active negligence of the County. The County shall give to STERICYCLE reasonable notice of any such claims or actions, and STERICYCLE shall use counsel reasonably acceptable to the County in carrying out its obligations thereunder. The provisions of this section shall survive the expiration or termination of this Land Lease.

Article 13. Insurance

STERICYCLE shall maintain during the term of this Land Lease the following minimum insurance:

(a) Public Liability Insurance on a comprehensive basis, including Contractual Liability, in an amount not less than $10,000,000 per occurrence combined single limit for bodily injury and property damage. Miami-Dade County is to be added as an Additional Insured as respects this coverage.

(b) Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than $300,000 per occurrence combined single limit for bodily injury and property damage.

The Insurance coverage required shall include those classifications as listed in Standard Liability Insurance manuals which most nearly reflect the operations of STERICYCLE under this Land Lease.

All Insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

> The Company must be rated no less than "B" as to general policyholder's rating, and no less than Class V as to financial rating in accordance with the latest edition of Best's Key Rating Guide, published by A. M. Best Company, Inc., or the equivalent.

Article 14 . Default by STERICYCLE

Any of the following shall be considered a default under the terms of this Land Lease:

(a) Failure of STERICYCLE to promptly make all payments of rentals, charges and fees to be paid herein shall constitute a default, and County may at its option terminate this Land Lease five (5) days after receipt by STERICYCLE of notice in writing of failure to pay, unless the default be cured within such period.

(b) Failure of STERICYCLE to comply with any other covenant of this Land Lease shall constitute a default, and the County may at its option terminate this Land Lease thirty (30) days after receipt by STERICYCLE of notice in writing, unless the default be cured within such period or if default cannot be cured within such 30 day period, STERICYCLE shall not be deemed in default if STERICYCLE commences to cure within such 30 day period and diligently prosecutes such cure to completion.

(c) County may at its option terminate this Land Lease, after receipt by STERICYCLE of thirty (30) days notice in writing, if a lien is filed against the leasehold interest of STERICYCLE and is not removed, or action initiated and diligently prosecuted by STERICYCLE to remove lien within thirty (30) days after notice, or in the event that STERICYCLE is unable to remove said lien within six (6) months after initial notice thereof.

(d) The happening of any of the following events shall constitute a default by STERICYCLE and this Land Lease shall automatically terminate: abandonment of the Premises or discontinuation of operations, filing by STERICYCLE of bankruptcy or insolvency proceedings, provided that such proceedings are not dismissed within sixty (60) days; adjudication as bankrupt; making of a general assignment for the benefit of creditors; providing false information to the County.

(e) Failure of STERICYCLE for fifteen (15) days or more to occupy the premises for the purposes permitted under this Land Lease unless such failure is excused under other provisions of this Land Lease, shall constitute a default, and this Land Lease shall be automatically terminated.

(f) The failure of STERICYCLE to comply with environmental regulations which result in the levy of a fine which the Company does not pay when due, or results in the

threatened shutdown which STERICYCLE does not remedy by meeting the regulatory agency to correct the violations, within the time required by the regulatory agency, or exercising STERICYCLE's administrative remedies by filing a petition or other legal documents, and timely and diligently prosecuting such administrative remedy to its conclusion, shall-constitute an event of default and this Land Lease may be immediately terminated at the sole option of the County.

(g) If the termination of this Land Lease by the County occasioned by the default of STERICYCLE under the Land Lease should result in any litigation by a third party against the County, STERICYCLE hereby agrees to indemnify and hold harmless the County, its successors and assigns, from and will pay and discharge all loss, including reasonable attorney's fees, costs and expenses resulting from or in any manner connected with such litigation, including all appellate proceedings.

Article 15. Damages Upon Default

(a) In the event of termination for default by STERICYCLE, County shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Land Lease term, the following amount as damages:

i) After a ninety (90) day decommissioning period, the reasonable costs of re-entry and re-leasing including without limitation the cost of any cleanup, repair, removal of property, and fixtures of STERICYCLE, or any other expense of alteration occasioned by failure of STERICYCLE to quit the Premises upon termination and to leave them in the required condition;

ii) The loss of reasonable rental value adjusted to the market for unimproved real estate in the area from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

(b) If the Land Lease is terminated for any reason other than default by County, the liability of STERICYCLE to County for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

i) STERICYCLE shall vacate the Premises immediately, remove within ninety (90) days any property of STERICYCLE including any personalty, which it is required to remove at the end of the Land Lease term, perform any demolition, site grading, filling, cleanup or other work required to return the Leased Land to its unimproved condition as required at the end of the Land Lease term in a manner as to not damage County property and not to interfere with County operations. STERICYCLE may request the permission of the Director, or his/her designee, to leave certain improvements.

ii) If STERICYCLE shall fail to return the Leased Land to County in the agreed upon condition, County may re-enter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

(c) STERICYCLE shall provide a bond in a form approved by the County Attorney's Office in the amount of $585,552 to be held by Miami-Dade County throughout the initial six-year term of this Land Lease to be applied toward any costs relating to subsections (a) and (b) above. This Bond shall be adjusted upward in the event that the Agreement is renewed beyond the initial six-year term to reflect the CPI adjustments over the initial six-year term. However, it is expressly understood that STERICYCLE is responsible for the entire costs which may be incurred by the County under subsections (a) and (b) above, and is in no way limited to the $585,552 deposit to satisfy the above described costs.

(d) In addition to the other remedies provided, the County may:

i) Make any suitable alterations or refurbish the Premises or both, or change the character or use of the Premises, but the County shall not be required to relet for any use or purpose.

ii) Relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Land Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Article 16. Termination of Lease

This Agreement shall be subject to cancellation by STERICYCLE in the following events:

(a) Default by the County in the performance of any covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of sixty (60) consecutive calendar days after receipt of written notice by STERICYCLE to remedy the same;

(b) Economic impossibility of performance in the event that changes in existing state and federal environmental regulations preclude or render economically prohibitive the disposal of autoclave facility residues by existing methods; or

(c) Destruction of all or substantially all of the facilities and/or operations at the premises by catastrophe, casualty, as a result of an Act of God or otherwise.

Article 17. Nondiscrimination

STERICYCLE shall not discriminate against any employee or applicant for employment to be employed by STERICYCLE with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on bona fide occupational qualification), or because of race, color, religion, national origin or ancestry.

Article 18. Security

STERICYCLE acknowledges and accepts full responsibility for the security and protection of all inventory, equipment and facilities on the Premisis and for prevention of unauthorized access to its facilities and agrees to comply with all fair and nondiscriminatory rules and regulations of the County concerning such security. STERICYCLE fully understands that the police security protection provided by the County is limited to that provided to any other business situated in Miami-Dade County by the Miami-Dade County Police Department, and acknowledges that any special security measures deemed necessary for additional

protection of the Premisis shall be the sole responsibility of STERICYCLE and shall involve no cost to the County.

STERICYCLE agrees to furnish all personnel in its employ, who are authorized access to the premises, with identification badging as part of its security program.

Article 19. General Provisions

The following General Provisions shall be applicable to this Land Lease:

(a) It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Land Lease.

(b) County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Leased Land, and it is agreed that the County will not be responsible for any loss, damage or costs which may be incurred by STERICYCLE by reason of any physical condition.

(c) The Article headings contained herein are for convenience and are not intended to define or limit the scope of any provisions of this Land Lease.

(d) Whenever consent, approval or direction by County or Director is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Director, and shall not be unreasonably withheld.

(e) Waiver by the County of strict performance of any provision of this Land Lease shall not be a waiver of or prejudice the right of the County to require strict performance of the same provision in the future or of any other provision.

(f) The Land Lease shall be governed by the laws of the State of Florida. Venue of any litigation relating to this Land Lease shall be in Miami-Dade County, Florida.

Article 20. Notice

Any notice required or permitted to be given hereunder shall be deemed given when actually delivered to the party of whom it is addressed or three days after mailing by certified mail, postage prepaid, addressed as follows:

As to the County: .
Director
Miami-Dade County Department of Solid Waste Management
2525 N.W. 62nd Street, Suite 5100
Miami, Florida 33147

With copy to:
Miami-Dade County Attorney
111 N.W. First Street, Suite 2810
Miami, Florida 33128-1993

As to STERICYCLE:
District Manager
STERICYCLE, INC.
8795 NW 58th Street
Miami, Florida 33178

With copy to:
Frank J.M. ten Brink
Executive Vice President and
Chief Financial Officer
Stericycle, Inc.
28161 N. Keith Drive
Lake Forest, Illinois 60045

Article 21. Surrender of Premises

STERICYCLE shall surrender up and deliver the Leased Land to the County upon termination of this Land Lease. In the event STERICYCLE shall refuse or fail to give up the possession of the Leased Land at the end of this Land Lease, STERICYCLE shall be liable for double rental, as provided for in Section 83.6, Florida Statutes. STERICYCLE, within ninety (90) calendar days following the termination of this Land Lease, shall remove all of its personal property forthwith, including autoclaves, temporary structures, equipment and all leasehold improvements, whether affixed to real property or not, and all waste on the Premises. Within one-hundred eighty (180) calendar days following the termination of this Land Lease, STERICYCLE shall be required to perform any demolition, site grading, filling, cleanup or other work required to return the Premisis to its unimproved condition. Such removal or work shall be done in a manner as to not damage County property and to not interfere with County operations. Any personal property that STERICYCLE does not remove in accordance with this Article shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County, notwithstanding other remedies granted to the County. If STERICYCLE shall fail to return the Leased Land in the required condition, the County may then cause the removal, demolition, site grading, filling, cleanup or other work required to return the Leased Land to its unimproved condition and shall charge STERICYCLE for the cost of all materials, labor, including County personnel, time cost, equipment and contracts, plus an administrative expense charge of twenty-five percent (25%), which shall be paid to the County within ten (10) days of receipt of an invoice by STERICYCLE. If payment is not received by the County, then the County may draw against the $585,552 bond required to be posted under Article 15(c). Partial draws shall be permitted.

Article 22. Invalidity of Clause

The invalidity of any portion, article, paragraph, provision or clause of this Land Lease, or extensions thereof shall have no effect upon the validity of any other part or portion thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

ATTEST: HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
George M. Burgess
County Manager

STERICYCLE , INC.

ATTEST: _____
Assistant Secretary

By: _____
Frank J.M. ten Brink
Executive Vice President
and Chief Financial Officer

[CORPORATE SEAL]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

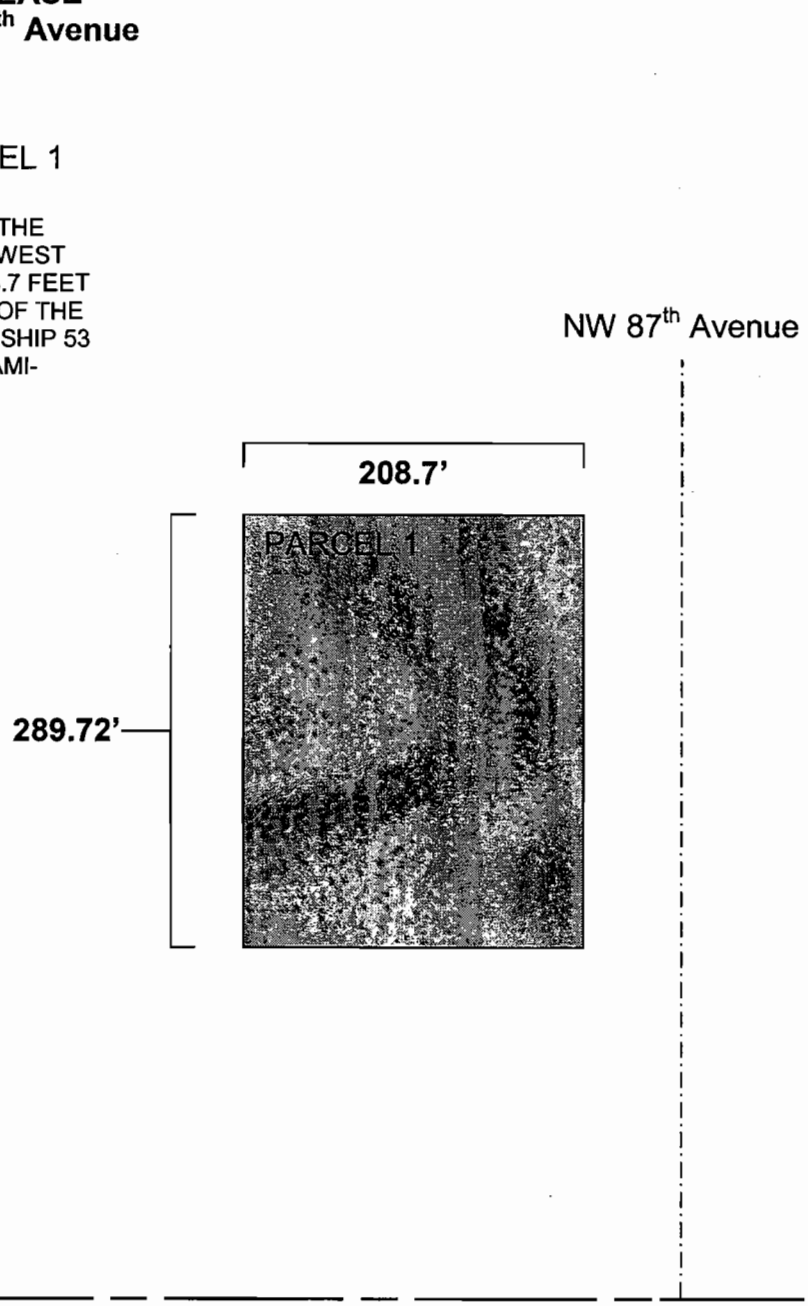
Approved by the Board of County Commissioners on _____, by Resolution No. _____ .

EXHIBIT A
STERICYCLE LAND LEASE
NW 58th Street and 87th Avenue

DESCRIPTION - PARCEL 1

THE NORTH 289.72 FEET OF THE SOUTH 533.42 FEET OF THE WEST 208.7 FEET OF THE EAST 258.7 FEET OF THE SE ¼ OF THE SE ¼ OF THE SE ¼ OF SECTION 16, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

[60,464 Square Feet]



Approximate Scale 1" = 100'

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