

Exhibit "A"
SCOPE OF SERVICES

PURPOSE AND INTENT

The CITY and the CONTRACTOR (the "Parties") understand that the intent of this Scope of Services is to define and outline the work involved with the harvesting and removal of hay on CITY property known as the "Sprayfield." The Sprayfield sites possess bahia and coastal bermuda grass which may be used as a hay crop and are located on County Road 470 near the Florida Turnpike.

The CONTRACTOR shall cut, bail and then remove all hay from the Sprayfield sites. In addition, the CONTRACTOR shall maintain the property and keep said property in a presentable condition. CONTRACTOR'S maintenance responsibilities shall include, but not be limited to, keeping the property free of debris and trash, caring properly for the lawn, trees, shrubs, and other vegetation, and removing trees and brush as needed.

The sole consideration and/or compensation for such services are that CONTRACTOR shall obtain exclusive haying rights with an ownership interest in the hay harvested and removed from the Sprayfield sites, throughout the term of this Agreement. Title to hay shall vest in the CONTRACTOR at such time as the hay has been cut, bailed and removed. However, such exclusive rights shall apply only to the Sprayfield sites covered by this Agreement.

METHODS AND PROCEDURES

1. Harvest Areas

- a. **Sprayfield Tracts.** The Parties understand that there are four tracts within the Sprayfield sites.
 - i. North Land Tract
 - ii. Section 8 Tract
 - iii. Southern Tract
 - iv. South Land Tract

See Exhibits "B" & "C"
- b. **Available Acreage.** The Parties understand that the acreage of each tract, which is available for hay harvest and/or removal at any time, shall be provided for by mutual agreement between the CITY and the CONTRACTOR, and that such acreage may vary by tract. In addition, the CITY may withdraw any portion of any tract from this Contract if the land being withdrawn is being sold, leased or converted to another use. No such withdrawal of acreage shall affect this Contract unless at any time the total area being withdrawn from this Contract by the CITY exceeds 30%

of the total combined acreage of all four tracts, in which event the CONTRACTOR shall have the option to cancel this Contract.

c. Tract Availability.

- i. The Parties understand that the tracts to be made available for hay removal will be made available on a rotating basis as established by CITY operating protocols, which are determined via the Florida Department of Environmental Protection regulations.
- ii. The Parties understand that avenues of communication must be adhered to when relaying weekly information as to sites being harvested versus gun-set operations, so as to maintain the CITY's compliance with all related State and Federal regulations.
- iii. The Parties understand that the hay may not be harvested from any tract within 30 days of the last date on which sludge/biosolids have been applied to said tract, pursuant to the requirements of the Florida Administrative Code.
- iv. The Parties understand that tracts/areas to be maintained include all gun-sets, sludge application areas, and common areas to be maintained by CONTRACTOR, while access roads and right-of-ways are to be maintained by CITY.
- v. The Parties understand that CONTRACTOR will plant ryegrass crop to associated areas by October 1 of each year, to maintain Ammonia and other nutrient uptake rates to adhere to established operations protocol.
- vi. The CONTRACTOR will maintain the sites so as to provide access for hay harvesting and removal within a reasonable period of time.
- vii. The Parties anticipate a minimum of four hay harvesting and removal periods, and two rye harvesting and removal periods during winter season, based on current ambient weather conditions. Concurrently, harvesting height has been determined to be 15 inches or less.

2. Safety Considerations

- a. **Necessary Equipment.** CONTRACTOR shall provide all necessary equipment for hay removal/harvesting and shall have the option as to the quantity and size of such equipment used to maintain all related areas. All equipment shall be maintained in good and safe working order and in compliance with all applicable safety regulations.
- b. **Necessary Labor.** CONTRACTOR shall provide all necessary labor for hay removal/harvesting.
- c. **Equipment Security.** CONTRACTOR shall bear the responsibility for the security of any equipment used in hay removal/harvesting and shall

hold CITY harmless for any loss or damage of CONTRACTOR equipment due to theft, vandalism, or other causes.

- d. **Safety Devices and Equipment.** CONTRACTOR shall equip mowers with devices to curtail the discharge of objects from beneath the mower. CONTRACTOR understands that these devices may consist of chains or other methods that will hold rocks, glass and other potential projectiles under the mower housing.
- e. **Additional Safety Procedures.** CONTRACTOR shall be responsible for employing any additional safety procedures necessary to protect against injury to CONTRACTOR, CONTRACTOR'S employees, or any other person in the general vicinity of the hay removal/harvesting operation.

3. Environmental Considerations

- a. **Chemical Additives.** CONTRACTOR shall not apply any pesticides, herbicides, fertilizers, or any other chemical to the Sprayfield sites without prior written permission from the CITY. Prior approval is given to said CONTRACTOR from CITY to disperse dolomite or related derivatives to increase area soil pH concentrations to at least 5.5 s.u., after review of written request/submittal by CONTRACTOR to CITY representative.
- b. **Wildlife Safety.** CONTRACTOR shall not cause harm or injury to any wildlife located on CITY property.

4. Production Records

- a. CONTRACTOR shall provide monthly production records to the CITY which shall at a minimum include: (1) tracts/areas where hay removal/harvesting operations were conducted in the preceding month, (2) the actual number of hay bails removed from each respective tract/area during the preceding month, (3) tracts/areas where seeding has taken place to further develop said crop during the preceding month, and (4) tracts/areas where dolomite or derivatives have been applied during the preceding month.
- b. CONTRACTOR shall provide a detail listing of hay removal/harvesting equipment and vehicles that is to include all related licenses contained therein. CONTRACTOR is to provide listing of all corresponding employees and/or agents to CITY that is to include copies of all related vehicle operating licenses that will be used to document all visitor traffic in terms of egress/regress requirements.

5. Frequency of Hay Removal/Harvesting

- a. **Hay Removal/Harvesting Schedule.** The Parties shall prepare a mutually agreeable schedule for hay removal/harvesting operations. The Parties understand that a minimum of four (4) hay removal/harvesting periods per year is anticipated but is contingent upon ambient weather conditions.
- b. **Timeline of Hay Removal/Harvesting.** CONTRACTOR shall be responsible for conducting hay removal/harvesting operations in a timely manner. Pursuant to the aforementioned schedule, CONTRACTOR shall be responsible for removal of all related bails obtained during the course of said operations, whether viable commodities or not.

ADDITIONAL CONSIDERATIONS

- **Independent Contractor Status.** The Parties understand that the CONTRACTOR is an independent contractor and that no employment relationship exists between the CITY and either CONTRACTOR, CONTRACTOR'S employees, or any other person involved in hay removal/harvesting operations.
- **Damage to City Property.** CONTRACTOR shall use reasonable measures to ensure that no damage is done to CITY property during hay removal/harvesting operations. In the event that either CONTRACTOR or CONTRACTOR'S agents, employees, or servants cause any damages to CITY property, CONTRACTOR agrees to reimburse CITY for the reasonable cost of repair/replacement of damaged property.
- **Use of City Property.** CONTRACTOR shall not use any CITY property, or facilities without prior written permission of CITY.
- **Sprayfield Tract Improvement/Corrective Action Plan.** The Parties understand that the CONTRACTOR, upon review of said areas, shall submit for approval by CITY a devised improvement plan of substandard sprayfield areas to further enhance the abilities of hay removal/harvesting operations.
- **Progress Evaluations.** The Parties understand that the CITY and the CONTRACTOR will meet at approximately 6-month intervals to evaluate said haying operations.

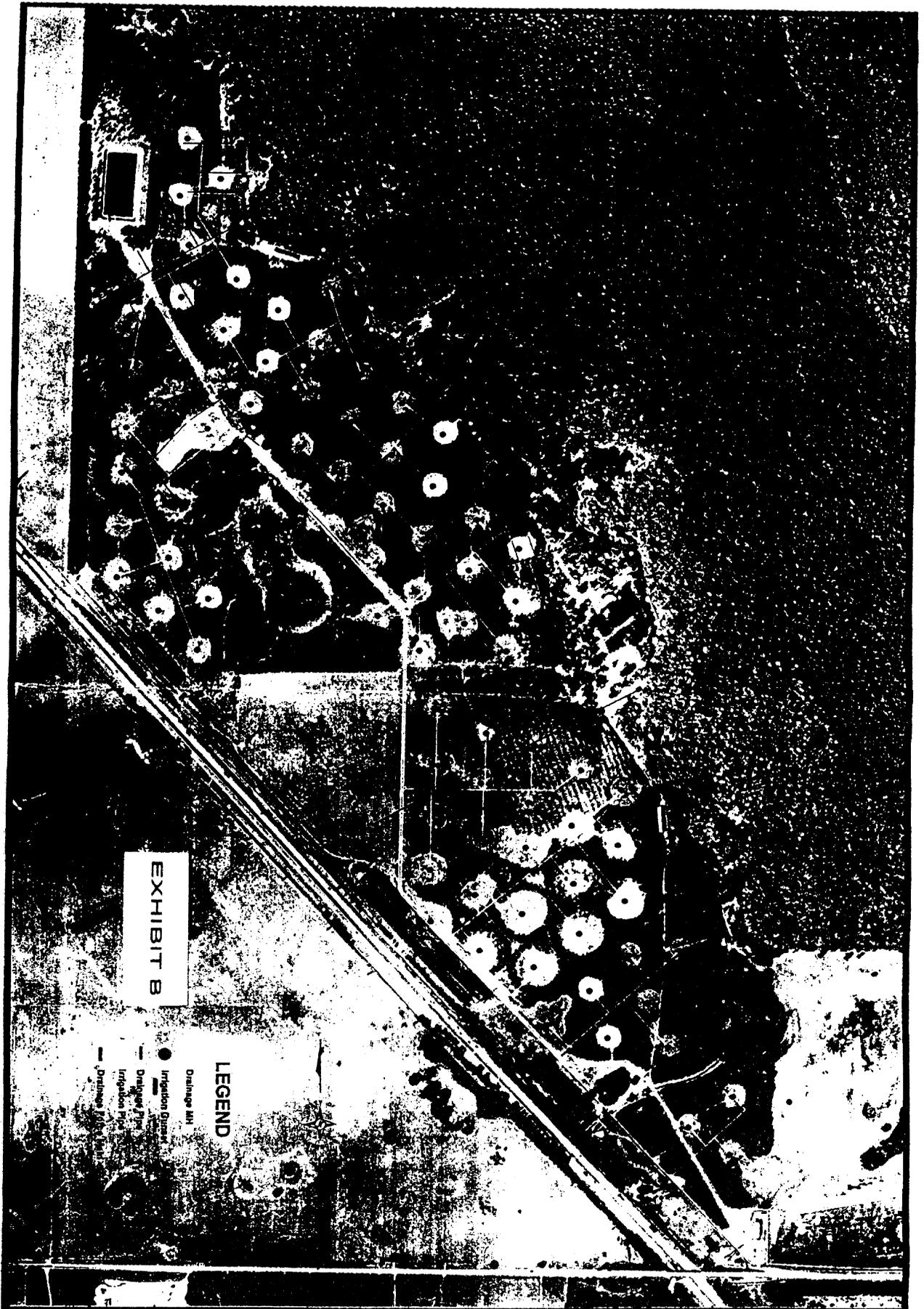


EXHIBIT B

LEGEND

- Irrigation Gunset
- Drainage Line
- Drainage Pipe
- Drainage Pipe

SHEET
NUMBER
1
OF
1

DATE: 09/24/03
 DRAWN BY: MB
 CHECKED BY: BM
 APPROVED BY: RS
 SCALE: 1" = 700'
 FILE NO.: XX00000

NORTH SPRAYSITE
 GUNSETS AND DRAINAGE

SECTION NUMBER
00-00-00



CITY OF LEESBURG
 COMMUNITY SERVICE GIS DIVISION
 2010 GRIFFIN ROAD
 LEESBURG, FLORIDA 34749-0630
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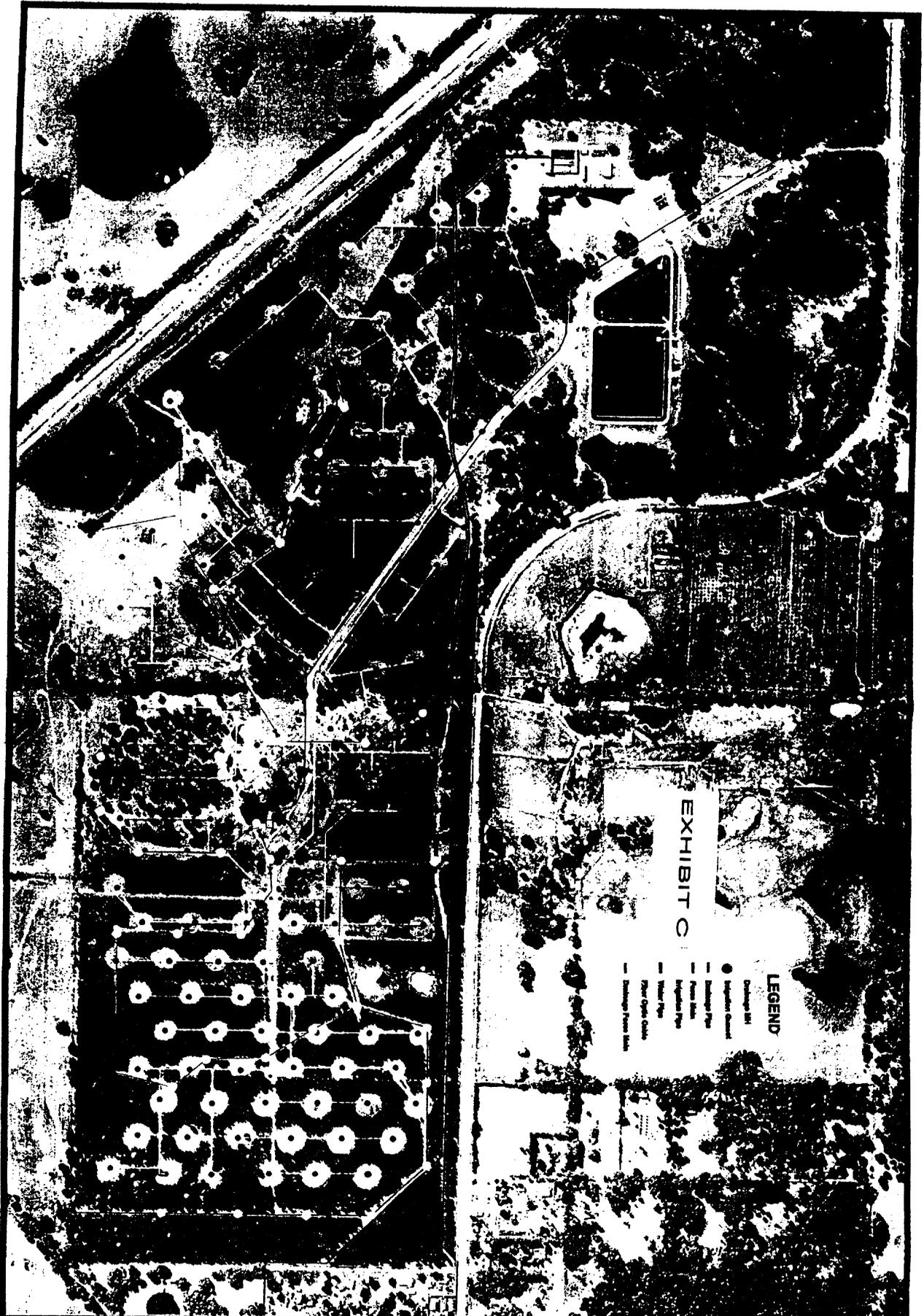


EXHIBIT C

- LEGEND**
- Existing Road
 - Existing Lot
 - Existing Pipe
 - Existing Trench
 - Existing Open Channel
 - Existing Storm Drain

SHEET
NUMBER
1
of
1

DATE: 9/24/03
 DRAWN BY: MB
 CHECKED BY: BM
 APPROVED BY: RS
 SCALE: 1" = 600'
 FILE NO.: XK00000

SOUTH SPRAYSITE
 GUNSETS AND DRAINAGE

SECTION NUMBER
00-00-00



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