

AGREEMENT

THIS AGREEMENT, is entered into as of this 14th day of August, 1995 by and between KIMMINS RECYCLING CORP. with an office located at 140 Stockton Street, Jacksonville, Florida (hereinafter referred to as "KIMMINS") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS with an office located at P.O. Box 1010, Fernandina Beach, FL (hereinafter referred to as "COUNTY").

WHEREAS, KIMMINS wishes to disposed of Class I solid waste which it collects in Duval County at the Class I landfill owned and operated by COUNTY located at Route 1, Box 178 Callahan, Florida in Nassau County, Florida; and

WHEREAS, COUNTY is willing to accept and to dispose of, under certain conditions, the Class I solid waste for adequate compensation.

NOW THEREFORE in consideration of \$10.00 and other valuable consideration the parties agree as follows:

1. All of the solid waste to be disposed of by KIMMINS under the terms of this contract will have been generated in Duval County.
2. KIMMINS will pay \$38.00 per ton for all of the solid waste that it delivers in COUNTY'S Class I solid waste disposal facility.
3. All of the solid waste to be disposed of by KIMMINS and delivered to COUNTY'S Class I solid waste disposal facility will consist only of Class I solid waste as defined in F.A.C. 17-701. No hazardous, explosive, highly flammable, infectious, pathological, radioactive, residual, toxic or illegal waste,

as defined under any applicable law or regulation, and no waste other than those types specifically provided for herein, will be acceptable for disposal at the landfill. In addition, all waste delivered to the landfill for disposal must confirm to all applicable federal, state and local laws, regulations, rules and orders relating at any time to the transportation and disposal of waste.

4. KIMMINS will insure that there will be no contaminants in the solid waste which it delivers to COUNTY'S class I solid waste disposal facility and that there will be no solid waste delivered which will not have been previously permitted in a Class I solid waste disposal facility under the regulations promulgated by the State of Florida Department of Environmental Protection, including but not limited to the Class I solid waste as set forth in 17-701.200(73) F.A.C. KIMMINS shall in all matters relating to the collection, transportation and disposal of the solid waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and order relating to such activities.

5. KIMMINS agrees to deliver an average of approximately one hundred and two (102) tons per day or approximately 2,200 tons per months to the COUNTY'S solid waste facility. KIMMINS agrees to pay gate rate per ton for all tons delivered over 2,200 tons in any given month and in no case will KIMMINS deliver in excess of 2,500 tons to the COUNTY'S solid waste facility in any given month.

Further KIMMINS agrees to deliver no less than 2,000 tons to the COUNTY'S solid waste facility in any given month. If the total tonnage in any given month drops below 1,600 tons, KIMMINS agrees to pay \$45.00 per ton on all tons delivered during the month.

6. KIMMINS ability to deliver the tonnages outlined in paragraph five above is subject to KIMMINS compliance with all present and future federal, state and local laws governing the free flow of

solid waste across county lines in the State of Florida, and KIMMINS ability to maintain sufficient numbers of customer contacts that will generate the waste quantities outlined in paragraph five above.

7. KIMMINS agrees to use U.S. Highway 1 from Duval County to the Nassau County Landfill.

8. COUNTY reserves the right to make and enforce reasonable rules and regulations concerning the operation of the solid waste facility, the conduct of the drivers and others on the solid waste facility premises, quantities and sources of solid waste, and any other matters necessary including, but not limited to, speed limits imposed by COUNTY, the wearing of hard hats by all individuals allowed on the solid waste facility premises, and the admittance order of vehicles arriving at the solid waste facility. KIMMINS agrees to conform to such rules and regulations as they made be established and amended from time to time. KIMMINS agrees to conform to industry standards as to the design and use of solid waste collection vehicles which will deliver waste to Nassau County.

9. COUNTY shall have the right to refuse to accept any solid waste which does not conform to the requirements of this Agreement, the conditions of the landfill, permit, or to any applicable law, regulations, rule or order, even if only a part of the waste load is nonconforming. COUNTY shall have the right to inspect all KIMMINS' trucks in order to determine whether the Waste is conforming or nonconforming. It is understood, however, that the failure of COUNTY to perform any such inspection, or the failure of COUNTY to detect unacceptable solid waste despite such inspections, shall in no way relieve KIMMINS of its obligations to dispose of only such solid waste as it acceptable hereunder and under law.

10. All of the solid waste shall be weighed or its volume determined at the solid waste facility by COUNTY, and such weight or measurement shall be conclusive on the parties.

11. In the event that KIMMINS' vehicle should become incapacitated or unable to move while on the solid waste facility premises, COUNTY may, but shall not be obligated to, provide assistance in moving the vehicle. In such circumstances, KIMMINS' driver or agent shall make any necessary connections to KIMMINS' vehicle, and KIMMINS' expressly agrees that COUNTY shall have no liability for damage to KIMMINS' vehicle or property while providing such assistance.

12. This agreement does not grant any rights to dispose of solid waste other than in accordance herewith. COUNTY reserves the right immediately to terminate access to the solid waste facility to KIMMINS in the event of breach or violation by KIMMINS of any of the terms of this Agreement, COUNTY'S operating rules or payment policies or any applicable laws.

13. KIMMINS shall indemnify, defend and hold harmless COUNTY and its respective officers, directors, employees and agents, from and against any and all claims, suits losses, liabilities, assessments, damages, costs and expenses, including reasonable attorneys' fees, arising under federal, state or local laws, regulation or ordinances relating to protection of the environment, or relating to the collections, transportation or content of the waste, or in violation of the operation permit which COUNTY has with the Department of Environmental Protection or resulting from injury (including death) to the person or damage to or loss of the property of anyone (including COUNTY and KIMMINS, and employees of COUNTY and KIMMINS) arising out or in connection with the collection, transportation and disposal of waste by KIMMINS; provided, however, that such indemnification shall not apply to claims for loss, damage, injury or death if caused by the sole negligence of COUNTY.

14. KIMMINS shall be responsible for and shall pay or reimburse COUNTY for any and all expenses incurred by COUNTY as a result of breaches by KIMMINS of its obligations hereunder,

including but not limited to, fines and clean-up expenses resulting from materials delivered by KIMMINS other than acceptable waste as defined in Paragraph 3 above.

15. The indemnification and other obligations stated in these paragraphs 12 and 13 shall survive the termination of this Agreement and remain in effect until the Class I facility is closed under the terms and conditions of the Department of Environment Protection permit under which the Class I solid waste facility was permitted.

16. This Agreement shall commence on August 14, 1995 and shall terminate on August 14, 1996, unless upon mutual agreement in writing between COUNTY and KIMMINS, the Agreement may be extended. The first renewal period would be from August 14, 1996 through August 14, 1997, with additional renewals for four one-year periods.

17. Payments shall be made within thirty (30) days of KIMMINS receipt of an invoice from COUNTY. COUNTY may charge KIMMINS interest on any overdue payment at a rate per annum equal to 12%.

18. KIMMINS shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Minimum Limits of Liability</u>
Worker's Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the State of Florida.

Prior to KIMMINS being allowed on landfill premises, KIMMINS shall provided COUNTY certificates of

insurance or other satisfactory evidence that insurance has been procured and is in force. Said policies shall not thereafter be cancelled, be permitted to expire, or be changed without thirty (30) days advance written notice to COUNTY.

19. Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereto. In the event of any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority, including but not limited to the Department of Environmental Protection, takes any action which would (i) close or restrict operations at the landfill, (ii) limit the quantity or prohibit the acceptance of waste at the landfill (iii) limit the ability of or prohibit KIMMINS from delivering waste to the landfill, COUNTY shall have the right, as its opinion to reduce, suspend or terminate KIMMINS' access to the landfill immediately, without prior notice and without any additional liabilities between the parties, other than KIMMINS' payment obligations hereunder.

20. This Agreement constitutes the entire agreement between KIMMINS and COUNTY, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by KIMMINS and COUNTY hereto.

21. This Agreement may not be assigned or subcontracted by COUNTY or KIMMINS to any third party without the consent of the other party.

22. In the event either party defaults under the terms of this contract the prevailing party shall be entitled to actual damages, costs and attorney's fees.

23. In the event of any litigation concerning this contract then the parties acknowledged that said litigation shall be either in the County Court of Nassau County or the Circuit Court of Nassau County depending on the amount and issue in controversy.

Signed, Sealed and Delivered
in Our Presence at Witnesses:

John M. Keegan
John M. Keegan

KIMMINS RECYCLING CORP.

Charles A. Baker, Jr., Vice President

Charles A. Baker, Jr.

**NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS**

J. B. Higginbotham, Vice Chairman

J. B. Higginbotham

ATTEST:

T. J. "JERRY" GREESON
Ex-Officio Clerk

T. J. Greeson

Approved As To Form.

Michael S. Mullin
Nassau County Attorney

Michael S. Mullin

Executed as of the day and year first above written by the following duly authorized persons.