

**WASTE TIRE RECYCLING  
SERVICE AGREEMENT**

The following agreement is made this 9<sup>th</sup> day of October, 2001 by and between Nassau County, 440 S. Kings Road, Callahan, FL 32011 and Florida Tire Recycling, Inc., 9675 Range Line Road, Port St. Lucie, FL 34987 (hereinafter referred to as Company) for the collection, transportation and recycling of waste tires from the Nassau County Department of Solid Waste Management. Whereas the parties have agreed as follows:

1. Company will provide a 48' long, enclosed over-the-road trailer in good physical condition with a floor having no holes or missing flooring to be placed at the West Nassau Landfill for the purpose of collecting waste tires accumulated by the County.
  - a. Nassau County agrees to provide a suitable staging area for the trailer. Said area shall be graded and shall allow ready access by the Company vehicle servicing the site.
  - b. Nassau County agrees to accept custody of the trailer and to reimburse Company for any damage to the trailer that may occur as a result of actions or negligence on the part of County personnel or customers.
2. Any type of waste tires may be loaded into the trailer including tires with rims. The parties also agree:
  - a. The waste tires will not exceed 1200 x 20 in size.
  - b. The tires shall be free of dirt, grease or hazardous wastes.
  - c. No cut, sectioned or baled tires shall be loaded in the trailer.
3. Any scrap metal salvaged from removing rims from waste tires that are loaded into the trailer shall become the property of the Company.
4. The trailer shall be loaded by County employees and/or customers and not by Company personnel.
5. Nassau County shall notify the Company when the trailer is full at which time the Company shall dispatch an over-the-road tractor to drop an empty trailer and collect the full one within 48 hours of the call. Title to the waste tires shall pass to the Company when the Company's vehicle exits the property.
6. The Company shall not be liable for any personal injury or loss suffered by County personnel or customers that may occur to said personnel or customers' while loading waste tires into the trailer unless the trailer is deemed unsafe.

7. Any dispute arising from this contract, which is not disposed of by agreement, shall be decided by a mediator who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the party losing the dispute. The decision by the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.
8. The cost to Nassau County for the services described are as follows:
  - a. The cost to transport and recycle the waste tires deposited into the trailer shall be \$97.50 per ton, minimum 10 tons per trailer.
  - b. Nassau County shall weight the Company's vehicle as it enters and exits the County's solid waste site and shall provide the Company with a receipt showing the Net Weight collected which shall be used for rendering an invoice to the County.
  - c. The minimum weight per load of waste tires shall be ten (10) tons. If the Net Weight of a load is less than ten tons, the County shall be invoiced based on the minimum of ten tons. If the Net Weight exceeds ten tons, the County shall be invoiced based on the actual weight.
  - d. The cost per ton includes the cost to remove the rim from any tires mounted on rims.
9. The Company shall maintain permits from the Florida Department of Environmental Protection for the collection and processing of waste tires. Copies of current collection and processing permits are attached as Exhibit I.
10. The Company shall maintain Workers Compensation insurance, automobile fleet insurance and commercial liability insurance in limits of not less the \$1 million (as applicable.) The Company shall cause certificates of Insurance to be issued to Nassau County evidencing such coverage.
11. The term of this agreement shall be for one year beginning from the date first noticed above. This agreement may be renewed from year-to-year subject to mutual agreement by both parties.
12. Notice shall be deemed to be properly given if delivered by hand, by registered mail or by commercial courier service to the addresses shown above.
13. This agreement shall be interpreted under the laws of the State of Florida.

14. This agreement may not be assigned or transferred by either party and may only be amended by mutual written agreement executed by both parties.

**Florida Tire Recycling, Inc.**

Name: \_\_\_\_\_

  
David L. Quarterson  
Chief Executive Officer

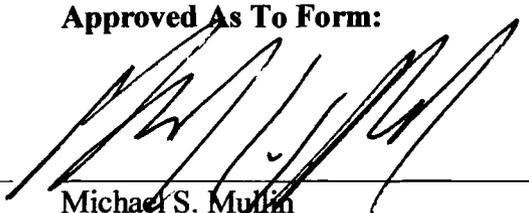
**ATTEST:**

  
J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

**Nassau County  
County Commissioners**

  
Marianne Marshall, Chairman

**Approved As To Form:**

  
Michael S. Mullin  
Nassau County Attorney