

**AGREEMENT
BETWEEN NASSAU COUNTY AND WATER RECOVERY, INC.
FOR LEACHATE TRANSPORTATION AND DISPOSAL**

This Agreement entered into this 24th day of May, 2004, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Water Recovery, Inc. (WRI), whose address is 1819 Albert Street, Jacksonville, Florida 32202.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

SCOPE OF WORK

WRI will transport, treat, and dispose of non-hazardous leachate water from the Nassau County Solid Waste Landfill located in Callahan, Florida.

The following requirements and specifications will be a necessary part of the total leachate management system at the West Nassau Landfill:

1. **Availability:** WRI will have the resources available for service six (6) days a week, during normal landfill operating hours. However, some emergency service may be required. If emergency service is necessary, response time during normal working hours will be: if notified by 10:30 AM, response will not be later than 2:00 PM; if notified after 10:30 AM, response will not be later than 8:00 AM the next normal work day. All other times will be within 24 hours of notification.

2. **Coordination:** WRI will provide a dispatcher at their facility during normal working hours and two-way communication between transport vehicles and dispatcher.

3. **Minimum Resources:** WRI will provide or have available the following resources at no additional charge:

- a. Hoses for connection between storage tanks and transport vehicle, between leachate sumps and transport vehicle, between frac tank and transport vehicle and etc.
- b. Valves for all connections as required
- c. Pumps necessary to remove leachate from collection point to transport vehicle
- d. 20,000 gallon frac tank
- e. Vacuum truck
- f. A minimum of four (4) fully operational self contained tank transport units
- g. Semi-annual sampling in compliance with Florida department of Environmental Protection (DEP) operating permit requirements and any federal, state, and local rules and regulations. Annual samples will be taken from the landfill and not from transport vehicles. The first sample will be taken within thirty (30) days of contract commencement. Leachate and French drains must be sampled separately.
- h. Manifests - WRI will provide a non-hazardous manifest for each load before removal from the landfill.

TERM OF CONTRACT

Contract shall be for a one (1) year period, beginning on the date on which the Agreement shall become fully executed. This contract may removed subject to mutual agreement by both parties.

DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Solid Waste Director and

provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Solid Waste Director or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the County Administrator or his/her designee, and the County Attorney and the County Administrator and the Solid Waste Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

PRICING

County shall pay WRI a unit price of \$.069 per gallon of leachate actually hauled and received at WRI facility.

CONDITIONS

All trucks will be manifested as non-hazardous. A copy of each manifest will be signed by a county representative and WRI's assigned driver at the time of pick up. The original copy, signed by WRI at the receiving facility will be returned to the landfill. The county will receive a copy of the completed manifest with the invoice for record keeping purposes.

PAYMENT

WRI shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the Clerk of Courts or his designee in order to establish charges and to enable compensation therefore by the County of each such invoice within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first written above.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



FLOYD L. VANZANT

ATTEST:



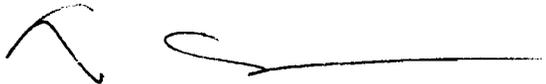
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

WATER RECOVERY, INC.



MARK OWENS
Its: Plant Manager