

**RENEWAL OF THE
WASTE TIRE RECYCLING
SERVICE AGREEMENT**

This Renewal Agreement entered into this 14th day of September, 2005 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Florida Tire Recycling Inc. (hereinafter referred to as Company), for the collection, transportation and recycling of waste tires from the Nassau County Department of Solid Waste Management, whose address is 46026 Landfill Road, Callahan, Florida 32011.

WHEREAS, the County and Company entered into an agreement on the 1st day of October, 2004, for removal and recycling of waste tires from Nassau County; and

WHEREAS, the original contract provided for renewal for a term equal to its original term, upon agreement by both parties; and

WHEREAS, Florida Tire Recycling has agreed to extend the term of the Agreement for another one year period at the same monthly rate in the amount of \$97.50 per ton for said services; and

WHEREAS, the Board desires to extend this Agreement for another one year period commencing October 1, 2005 through September 30, 2006.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. The attached agreement for waste tire processing services is hereby renewed for a one-year period commencing on October 1, 2005 and ending September 30, 2006. Either party may terminate this agreement by giving thirty (30) days written notice.
2. Paragraph 7 of the original waste tire recycling Agreement is hereby amended as follows: ~~Any dispute arising under 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 Consultant/Contractor. The decision of 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. Contractor shall not stop work during pendency of mediation.~~ Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant/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 Consultant/Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Solid Waste Director 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 Consultant's/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 Consultant/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 Consultant/Contractor. Consultant/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.

3. All other terms and conditions of the existing agreement remain in full force and effect.
4. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



ANSLEY N. ACREE
Its: Chairman

ATTEST:

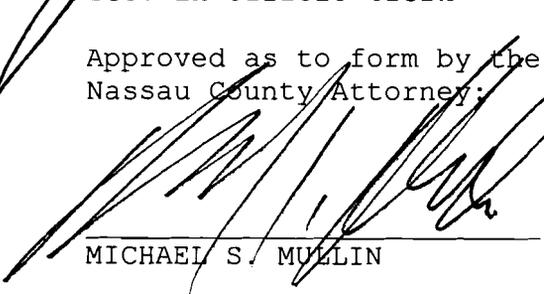


JOHN A. CRAWFORD
Its: Ex-Officio Clerk



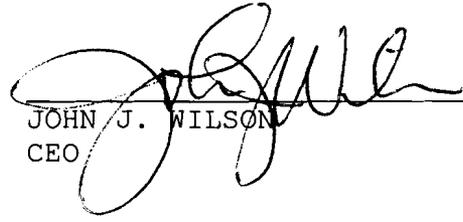
J. J. GREESON
CHIEF OF STAFF/OPERATIONS

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

FLORIDA TIRE RECYCLING, INC.



JOHN J. WILSON
CEO

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WASTE TIRE RECYCLING SERVICE AGREEMENT

The following Agreement is made this 1st day of October 2004 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Florida Tire Recycling Inc. (hereinafter referred to as Company), for the collection, transportation and recycling of waste tires from the Nassau County Department of Solid Waste Management, whose address is 46026 Landfill Road, Callahan, Florida 32011.

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 waste tires shall be free of dirt, grease or hazardous wastes.
 - c. No cut, sectioned or baled tires shall be loaded into 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 Company when trailer is full at which time Company shall dispatch an over-the-road tractor to drop an empty trailer and collect the full one within 48 hours of call. Title to the waste tires shall

pass to Company when Company's vehicle exits County property.

6. 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 trailer is deemed unsafe.
7. Any dispute arising under 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 Consultant/Contractor. The decision of 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. Contractor shall not stop work during pendency of mediation.
8. The cost to Nassau County for the services described are as follows:
 - a. The cost to transport (including fuel surcharge) and recycle the waste tires deposited into the trailer shall be \$97.50 per ton, minimum 10 tons per trailer.
 - b. Nassau County shall weigh Company's vehicle as it enters and exits the County's Solid Waste site and shall provide 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 of a load 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. 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 1.

10. Company shall maintain Workers Compensation Insurance, automobile fleet insurance and commercial liability insurance in limits of not less than \$1 million (as applicable). Upon execution of this Agreement, Company shall cause a certificate 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 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 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.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



FLOYD L. VANZANT
Its: Chairman

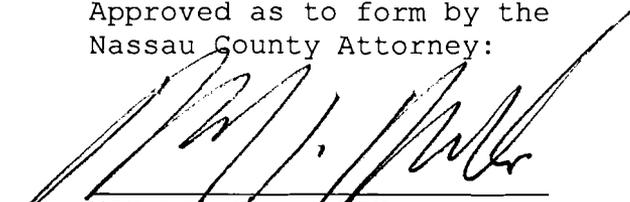
ATTEST:

APPROVED 9-08-04



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

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

FLORIDA TIRE RECYCLING, INC.



JOHN J WILSON
CEO