

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

This Agreement entered into this 25th day of September, 2006, by and between the Board of County Commissioners of Nassau County, Florida, (County) 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. Semi-annual samples will be taken by a State Certified Lab 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 period commencing October 1, 2006 and ending September 30, 2007. This contract may be renewed subject to mutual agreement by both parties. Any renewal under this provision shall be for two (2) additional twelve (12) month periods. Contract may be terminated with ninety (90) days written notice.

DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and WRI as set forth herein. Disputes shall be set forth in writing to the Solid Waste Director with a copy to the County Administrator 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 Solid Waste Director or their designee and a representative of WRI. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department 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 WRI's representative(s). Said meeting shall occur within sixty (60) days of the notification by the Solid Waste Director. 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 WRI. 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 WRI. WRI 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 \$.078 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

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.

INDEMNIFICATION AND INSURANCE

WRI shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of WRI and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of WRI, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for WRI or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

WRI shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as Nassau County's review or acceptance of insurance maintained by WRI as not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by WRI under the Contract.

Workers' Compensation: WRI shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with

Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: WRI shall agree to maintain Business automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event WRI does not own any automobiles, the Business Auto Liability requirement shall be amended allowing WRI to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

CONTROLLING LAWS AND VENUE

The validity, interpretation, and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement, shall be held in Nassau County, Florida.

ACCESS AND AUDITS

WRI shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Agreement. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

INDEPENDENT CONTRACTOR

WRI shall act as an independent contractor and not as an employee of Nassau County. WRI will be required to indemnify, defend, and hold and save harmless Nassau County, its officers, agents, and employees from damages arising from WRI's performance of, or failure to perform, any tasks or duty required to be performed by WRI.

MODIFICATION

This writing contains the entire Agreement of the parties, and shall supercede all previous written and/or oral representations, and/or agreements respecting the same subject matter between the parties. None of the provisions, terms, and

conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

ENTIRE AGREEMENT

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the county. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

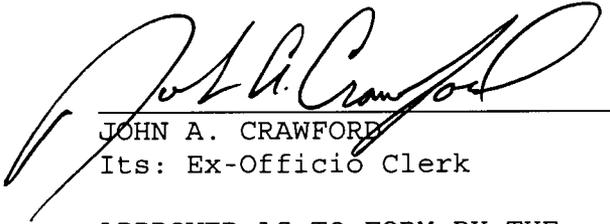
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first written above.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



THOMAS D. BRANAN, JR.

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

WATER RECOVERY, INC.



MARK OWENS
Its: Plant Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
09/25/06

PRODUCER
Aon Risk Services, Inc. of Florida
13901 Sutton Park Drive South
Suite 360 - Building C
Jacksonville FL 32224 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE-(904) 724-2001 FAX-(904) 223-1155

INSURERS AFFORDING COVERAGE

INSURED
Water Recovery, Inc.
P O BOX 330569
Jacksonville FL 32233-2613 USA

INSURER A: Indian Harbor Insurance Company
INSURER B: Zurich American Ins Co
INSURER C: Commerce & Industry Ins Co
INSURER D: Greenwich Insurance Company
INSURER E:

~~See back of this Certificate for a complete and correct description of coverages, terms, conditions and exclusions of the policies shown on this page.~~

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THIS INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GEC000860805 General Liability	02/15/06	02/15/07	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COM/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Includes MCS-90	BAP9046516	01/18/06	01/18/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY: EA ACC	
					AGG	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
					AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC2955599 Workers Comp / USL&H incl.	01/18/06	01/18/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE-POLICY LIMIT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
A	OTHER <input checked="" type="checkbox"/> Pollutn/Env Imp	PEC000860901	02/15/04	02/15/07	Aggregate Limit	\$2,000,000
					Per claim Limit	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Nassau County Landfill is noted as additional insured with respect to General Liability as required by written contract.

INSURED HOLDER'S SIGNATURE
Nassau County Landfill
Attn: Becky Piden
46026 Landfill Road
Callahan FL 32011 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Becky Piden

Holder Identifier: cld
Certificate No: 570019434919

