
Agreement for Recycling of Batteries

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by _____ and _____ between Indian River County Solid Waste Disposal District (SWDD), a dependent special district of Indian River County, Florida, a political subdivision of the State of Florida, whose address is c/o Indian River County Utilities Department, 1801 27th St. Vero Beach, FL and St. Lucie Battery & Tire (Vendor) whose address is 5500 Orange Avenue, Fort Pierce, FL 34947.

WITNESSED: That whereas, the SWDD and the Vendor agree as set forth below:

1. BASIC AGREEMENT

It is hereby agreed that Vendor is granted the exclusive right to collect and recycle automotive batteries, lawn batteries and smaller non-alkaline batteries received by SWDD from the public at the Indian River County Landfill and at any of the five Customer Convenience Centers (Fellsmere, Roseland, Winter Beach, Gifford and Oslo).

2. PAYMENT TO COUNTY

As set forth in their proposal, and indicated on monthly itemized collection report which will be submitted to the SWDD no later than the fifth day of each calendar month, Vendor will provide the following compensation to the SWDD in return for the ability to have this exclusive service:

\$5.50 per automotive batteries / \$3.00 per lawn battery and / \$0.00 for all non-alkaline batteries

The Vendor has agreed to provide the above prices on a guaranteed basis for the next two (2) years. Thereafter, the Vendor and SWDD shall negotiate adjustment to the above prices and update this agreement, as needed.

3. TERM OF AGREEMENT

This Agreement shall be in effect for a term of twelve (12) months starting on September 1, 2017. The SWDD retains the right to automatically renew this Agreement with the consent of Vendor, under the same terms and conditions, for two additional twelve (12) month terms. Additional terms and/or services may be added to this Agreement upon satisfactory negotiation of terms between the SWDD and Vendor. Vendor must receive written notification from the SWDD to cancel no less than 60 days prior to the end of the initial term.

4. TERMINATION

The parties agree that this agreement may be cancelled by either party with 30 days written notice.

5. LIABILITY INSURANCE AND INDEMNIFICATION

Vendor shall name the SWDD as an additional insured party under its commercial general liability insurance policy and supply the SWDD with proof of insurance. Vendor shall indemnify and hold harmless the SWDD from all suits, actions or claims including reasonable attorney's fees, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the use of the machine or by or in consequence of any liability losses, misconduct or negligent act or omission of Vendor its agents or employees in connection with the operation of the machine.

6. ASSIGNMENT OF AGREEMENT

Assignment of this agreement is not allowed.

7. VENUE

This agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

8. FACILITY SERVICE LOCATIONS AND HOURS OF OPERATIONS

The Vendor shall provide collection of batteries at the following locations:

Indian River County Landfill

1325 74th Ave SW
Vero Beach, FL 32963

Open 7:00 am – 5:00 pm daily and closed on New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Roseland Customer Convenience Center

7860 130th St Roseland, FL 32958
Closed Tuesday and Wednesday

Winter Beach Customer Convenience Center

3955 65th St Vero Beach, FL 32967
Closed Tuesday and Wednesday

Gifford Customer Convenience Center

4901 41st St Vero Beach, FL 32967
Closed Tuesday and Wednesday

Oslo Customer Convenience Center

950 1st Pl Vero Beach, FL 32962
Closed Wednesday and Thursday

Fellsmere Customer Convenience Center

12510 County Road 512 Fellsmere, FL 32948
Closed Wednesday and Thursday

Open 7:00 am - 6:00 pm. All Centers are closed on Wednesday, New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

9. COLLECTION PROCEDURES

The Vendor shall provide collection of automotive, lawn and non-alkaline batteries from the above locations during the 3rd week of each month during normal business hours; however, shall provide additional pick-up at no cost to the SWDD if needed. The Vendor shall provide a written receipt of the total battery count at each pick-up location. This information shall be summarized in a monthly report along with a payment for the batteries. The payment shall be made out to "Indian River County SWDD".

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

VENDOR

IN WITNESS WHEREOF, the parties have executed by their respective duly authorized officers as of the day and year first written above.

Attest:

Jeffrey R. Smith, Clerk of Court and
Comptroller

By:

By Owner:

**Solid Waste Disposal District
Indian River County, Florida**

Deputy Clerk

Date Approved by SWDD: _____

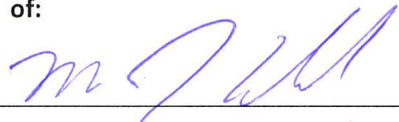
Approved By:

Jason E. Brown, County Administrator

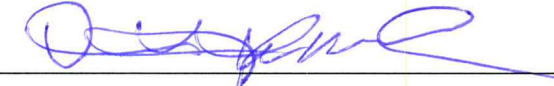
Approved as to Form and Legal Sufficiency By:

Dylan T. Reingold, County Attorney

**Signed, sealed, and delivered in the presence
of:**

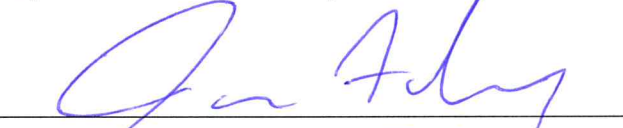


Print Name: Michael J. Koschko



Print Name: Anthony Williams

By Vendor: St. Lucie Battery & Tire



Print Name: James Farley

Print Title: Store Manager