

AGREEMENT

between

BROWARD COUNTY

and

WASTE MANAGEMENT, INC. OF FLORIDA

for

TRASH TRANSFER STATION AND DISPOSAL SERVICES

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TRASH TRANSFER STATION AND DISPOSAL SERVICES

This is an Agreement, made and entered into by and between: **BROWARD COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

WASTE MANAGEMENT, INC. OF FLORIDA hereinafter referred to as "CONTRACTOR," with its principal place of business at 3831 Northwest 21st Street, Pompano Beach, Florida, 33073.

WHEREAS, **CONTRACTOR** is in the business of solid waste transportation and disposal; and

WHEREAS, **COUNTY** desires to ensure the availability of Residential Trash Transfer Stations ("RTTS") for the economically and environmentally sound handling and disposal of solid waste; and

WHEREAS, **COUNTY** desires to make stations, for the drop off of residential solid waste, available to its residents; and

WHEREAS, **CONTRACTOR** is the holder of exclusive franchises providing solid waste collection services in the City of Pompano Beach, and the Town of Davie, and the holder of a non-exclusive franchise in the Unincorporated Area of Broward County; and

WHEREAS, **CONTRACTOR** has been providing Trash Transfer Station and Disposal Services to **COUNTY** since 1991, and is as such, uniquely equipped to meet the objectives described herein; and

WHEREAS, the term of this Agreement is consistent with the **COUNTY's** solid waste agreements and consistent with the state of Florida's mandate that all unincorporated areas will be annexed or incorporated by a certain date; and

WHEREAS, the governing authority of COUNTY has the power to negotiate and enter into service contracts for the disposal of solid waste; and

WHEREAS, as further provided in this Agreement, it is the intent of the parties that CONTRACTOR operate facilities to service the foregoing objectives of COUNTY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 AGREEMENT - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 BOARD - The Broward County Board of County Commissioners.
- 1.3 CONTRACT ADMINISTRATOR - shall mean the Director of Recycling and Contract Administration Division of Broward County or designee, or some other employee expressly designated as Contract Administrator in writing by the County Administrator, who is the representative of the Board of County Commissioners of Broward County, Florida concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 COUNTY ADMINISTRATOR – shall mean the administrative head of COUNTY PURSUANT TO Section 3.02 and 3.03 of the Broward County Charter.
- 1.5 COUNTY ATTORNEY - shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 NON-RESIDENTIAL SOLID WASTE - shall mean solid waste generated at residential or commercial property and transferred by commercial haulers or businesses. This includes unwanted or discarded waste materials in a solid or semi-solid state including, but not limited to, refuse, rubbish, yard and horticultural trash, tires, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the RTTS under applicable federal, state, and local laws, regulations, and permits.
- 1.7 RESIDENTIAL SOLID WASTE - shall mean solid waste material generated by

residential units occupied by unincorporated area and designated municipal residents (pursuant to Interlocal Agreements between the cities and Broward County) including unwanted or discarded waste materials in a solid or semi-solid state including, but not limited to, refuse, rubbish, yard and horticultural trash, tires, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the RTTS under applicable federal, state, and local laws, regulations, and permits. Residential Solid Waste shall not include Segregated Recyclables and segregated yard waste, waste generated by commercial businesses, multi-family residences with more than nine (9) dwelling units, putrescible garbage, hazardous waste (as defined by Comprehensive Environmental Response Compensation and Liability Act - CERCLA or other applicable laws), or materials which require special handling or management, and Prohibited Waste, as defined in Exhibit "A" attached hereto and made a part hereof.

- 1.8 RTTS - shall mean the Residential Trash Transfer Station facilities located at 2780 North Powerline Road, Pompano Beach, Florida; 5490 Reese Road, Davie, Florida; and 5601 Hallandale Beach Boulevard, Hollywood, Florida.
- 1.9 SANITARY LANDFILL - shall mean the Central Disposal Sanitary Landfill in Broward County or the Broward County Interim Contingency Landfill.
- 1.10 SEGREGATED RECYCLABLES - shall mean materials which would otherwise be Residential Solid Waste but which have been delivered to the RTTS in a segregated fashion or have been deposited by users of the RTTS in containers reserved for specific recyclable materials.
- 1.11 SPECIAL WASTE - shall mean paints, used oil, automotive, marine, or other lead acid batteries, and tires, generated by all of Broward County residents.
- 1.12 USED OIL - shall be defined as oil generated by residential units which has been refined from crude oil or synthetic oil and, as a result of use, storage or handling, has become unsuitable for its original purpose due to the presence of impurities or loss properties, but, which may be suitable for further economically recyclable purposes.

ARTICLE 2 COUNTY OBLIGATIONS

The obligations of COUNTY hereunder are as follows:

- 2.1 Facilities. COUNTY shall make available to CONTRACTOR fenced areas sufficient for the operations of the RTTS at 5490 Reese Road, Davie, Florida. COUNTY may, upon written notice to CONTRACTOR, increase the number of RTTS sites to include 2780 North Powerline Road, Pompano Beach, and 5601 Hallandale Beach Boulevard, Hollywood, Florida.

- 2.2 Permits. COUNTY shall obtain any federal, state, and local permits required for the operation of the RTTS (the "Permits").
- 2.3 Advertising. COUNTY may advertise the services offered by the RTTS, for Residential Solid Waste disposal, in appropriate media and shall consult with CONTRACTOR as to the advertising copy.
- 2.4 Litter. COUNTY shall be responsible for cleanup of litter and items left outside the fence enclosing the RTTS.
- 2.5 Equipment. COUNTY shall provide: (i) signage appropriate for information at the RTTS; (ii) traffic barricades and control devices; (iii) containers, properly identified as to type of waste accepted, to receive and transport the Residential and Non-Residential Solid Waste and Special Waste, in accordance with the confines of this Agreement, received each day at the RTTS; however, COUNTY shall have the right to purchase said containers for the RTTS through CONTRACTOR at CONTRACTOR's cost. Should COUNTY exercise this right, the CONTRACTOR's cost shall be passed through and paid by COUNTY.
- 2.6 Compensation. COUNTY shall compensate CONTRACTOR as provided by Article 4 herein.

ARTICLE 3 CONTRACTOR OBLIGATIONS

The obligations of CONTRACTOR hereunder are as follows:

- 3.1 Operation. CONTRACTOR shall operate in accordance with the Permits, this Agreement, and the requirements of state, federal, and/or local laws, rules and/or regulations. CONTRACTOR shall be solely and exclusively responsible for the removal and disposal of Residential Solid Waste from the Facilities.
 - 3.1.1 Personnel. CONTRACTOR shall assign personnel as requested by the Contract Administrator for the operation of the RTTS and provide assistance to users of the RTTS. CONTRACTOR shall assign at least two (2) company employees to operate each RTTS and may utilize additional day labor to meet daily operational needs, subject to approval by the Contract Administrator. All personnel shall adhere to CONTRACTOR's "Code of Conduct" and may be removed at the request of the Contract Administrator. COUNTY shall have the right to provide personnel to replace CONTRACTOR's employees or laborers required to operate the RTTS upon giving sixty (60) days' written notice to CONTRACTOR. The personnel operating the RTTS shall direct users to drop off residential solid waste and special waste materials in designated containers. Further, the personnel

operating the RTTS shall be required to assist users in the proper disposal of Used Oil in containers to be provided by COUNTY, to immediately cleanup all spills that occur, and to record and provide a written report to the Contract Administrator detailing all oil spills on site. The written report regarding any oil spills shall be provided within 24 hours and shall include date, time, parties involved, and cleanup measures taken. COUNTY will arrange for a Used Oil recycler to collect and dispose of the Used Oil collected at the RTTS.

- 3.1.2 The CONTRACTOR will ensure that identified Special Waste materials are placed in containment units as specified by the Contract Administrator.
 - 3.1.3 CONTRACTOR shall provide written weekly reports to the Contract Administrator setting forth the number of pulls for each segregated container. COUNTY may request a disposal authorization or alternative operational control process to document activity.
 - 3.1.4 CONTRACTOR may install volume reduction equipment and operate yardwaste chippers or compactors, in order to increase operational efficiency.
- 3.2 Usage. CONTRACTOR shall check the drivers' licenses of persons using the RTTS and restrict use of the RTTS to residents of Unincorporated Broward County and designated municipalities. The RTTS is for Residential Solid Waste and Special Waste only, and CONTRACTOR shall reasonably monitor users of the RTTS to prohibit the disposal of waste other than Residential Solid Waste and Special Waste. CONTRACTOR shall document users of the RTTS using forms or electronic devices supplied by COUNTY and shall submit such surveys or electronic data to the Contract Administrator on a weekly basis.
- 3.3 Disposal. CONTRACTOR shall provide transportation and disposal, recycling, or other handling of all Residential Solid Waste accepted at the RTTS. The CONTRACTOR shall transport certain Special Waste items at the request of the Contract Administrator upon seventy-two (72) hours' advance notification of the need to transport.
- 3.4 Hours of Service. The RTTS shall be open for business from 8:00 a.m. to 4:00 p.m., Saturdays, except that the RTTS shall not be open on Christmas Day or New Year's Day. CONTRACTOR shall be allowed one (1) additional hour for initial set-up and final clean-up activity each day the facility is open for business. Additional days of operation, including extended operations for disaster debris may be requested by the Contract Administrator.
- 3.5 Litter. CONTRACTOR shall be responsible for keeping the area within the fenced enclosure of the RTTS and any buildings to which CONTRACTOR has access free

from litter and obstructions caused by the operation of the RTTS.

- 3.6 Franchise Agreements. CONTRACTOR shall maintain a Franchise Solid Waste Service Agreement with each municipality in which an RTTS facility (as defined herein) is located. In the event a Franchise Agreement, between CONTRACTOR and a municipality in which an RTTS facility is located, expires or is otherwise terminated during the term of this Agreement, COUNTY, through its Contract Administrator, may remove the corresponding RTTS facility from the requirements of this Agreement, subject to thirty (30) days prior written notice to CONTRACTOR.

ARTICLE 4 COMPENSATION TO CONTRACTOR

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Section 4.4, for receipt and handling of Residential Solid Waste and Special Waste at the RTTS, and the transportation and disposal, recycling or other handling of such waste, in the amounts set forth in Exhibit "B," attached hereto and made a part hereof. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 4.2 CPI Adjustment. If this Agreement is not terminated as provided herein, on January 1, following the completion of the first year of this Agreement and each January 1 thereafter, during the term hereof, the Service Fees then in effect shall be adjusted by the same percentage increase or decrease, if any, in the Consumer Price Index ("CPI") as set forth in Exhibit "D" attached hereto and made a part hereof for the twelve (12) month period ending the previous October 1. Notwithstanding the foregoing permitted adjustment, it is understood that no such CPI increase or decrease in the Service Fees shall exceed three and one-half percent (3.5 %) in any year.
- 4.3 The Disposal Fee paid to CONTRACTOR shall be changed to offset any changes in the cost of operating the RTTS resulting from changes in federal, state, or local environmental or other law or regulation concerning the receipt, transportation, disposal, or handling of waste material at the RTTS after the effective date of this Agreement. Such request for rate change shall be reviewed by the Contract Administrator and if same request is deemed appropriate and/or necessary an amount shall be agreed upon by the parties and a recommendation shall be made to the Board. The Board shall maintain final approval authority for the amendment of this Agreement reflecting any changes.

4.4 METHOD OF BILLING AND PAYMENT

4.4.1 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.

4.4.2 COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

4.5 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.

4.6 Payment shall be made to CONTRACTOR at:

Waste Management Inc. of Florida
3831 N.W. 21st Avenue
Pompano Beach, Florida 33073

ARTICLE 5 TERM OF AGREEMENT

5.1 The term of this Agreement shall begin on the date it is fully executed by both parties ("Commencement Date") and shall terminate at 12:00 midnight on December 31, 2006; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes. The term shall be extended automatically for one year terms up to a maximum of four, provided that if either party desires not to extend, it shall provide the other party written notice of same at least 120 days prior to the end of the then current term.

ARTICLE 6
INSURANCE

- 6.1 To ensure the indemnification obligation contained herein this Agreement, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force, during active RTTS operations, for the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 6.3, 6.4, and 6.5, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 6.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds under the Comprehensive General Liability Policy only.
- 6.3 Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy shall be provided which shall contain minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- Premises and/or operations.
 - Independent contractors.
 - Products and/or Completed Operations for contracts.
 - Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 6.4 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles.

Hired and Non-Owned Vehicles.

Employers' Non-Ownership.

- 6.5 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 6.6 CONTRACTOR shall furnish to the Contract Administrator certified copies of Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement.

ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances in the event County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or

welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8
INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, caused by negligent act or omission of CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due CONTRACTOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 9
NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director
Broward County Recycling and Contract Administration Division
One North University Drive
Building B, Suite 400
Plantation, Florida 33324

FOR CONTRACTOR:

JC Casagrande
South Florida Market Area
Vice President
Waste Management Inc. of Florida
2700 N.W. 48th Street
Pompano Beach, Florida 33073

cc: Group General Counsel
Waste Management Inc. of Florida
2700 N.W. 48th Street
Pompano Beach, Florida 33073

ARTICLE 10
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Project. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be

retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

10.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

10.4 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY,

and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

10.5 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

10.6 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

10.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's

performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.8 SUBCONTRACTORS

In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of the Contract Administrator.

10.9 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.10 CONTINGENCY FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.11 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.13 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.14 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.16 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, CONTRACTOR and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

10.17 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONTRACTOR.

10.18 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 10.17 above. The phrase "Prior Agreement" shall mean that certain month-to-month Agreement between Broward County and CONTRACTOR for Trash Transfer Station and Disposal Services which commenced on January 1, 2006, and any amendments thereto. The parties hereto acknowledge and agree that the Prior Agreement shall terminate on the Commencement Date of this Agreement.

10.19 NO INTEREST

Unless required by the Broward County Prompt Payment Ordinance, any monies that are the subject of a dispute regarding this Agreement and that are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CONTRACTOR.

10.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A, B, C, and D, are incorporated into and made a part of this Agreement.

10.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

10.22 UNCONTROLLABLE ACTS.

From and after the date of this Agreement, CONTRACTOR's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of CONTRACTOR. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage, lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions, injunctions or restraining orders, the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the construction and/or operation envisioned by this Agreement; national defense requirements, labor strike, lockout or injunction.

10.23 MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 14th day of February, 2006, and CONTRACTOR, signing by and through its President, duly authorized to execute same.

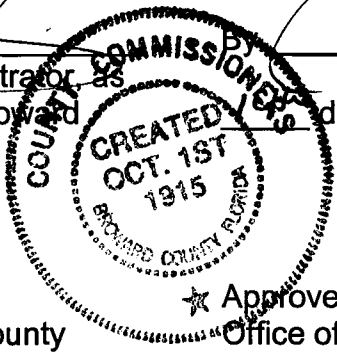
COUNTY

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

[Signature]
Broward County Administrator
Ex-officio Clerk of the Broward County Board of County Commissioners

[Signature]
Mayor
day of February, 2006



Insurance requirements
Approved by Broward County
Risk Management Division

★ Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: Darlene Henge 1/04/06
(Date)

By [Signature] 1/9/06
Yasmi Govin (Date)
Assistant County Attorney

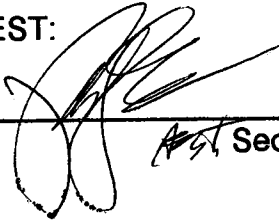
**AGREEMENT BETWEEN BROWARD COUNTY AND WASTE MANAGEMENT, INC. OF
FLORIDA FOR TRASH TRANSFER STATION AND DISPOSAL SERVICES**

CONTRACTOR

WASTE MANAGEMENT, INC. OF FLORIDA

ATTEST:

By: _____



Asst Secretary

By: _____



President/Vice President

(Corporate Seal)

YYG:dmv
g:\div4\agree\wastemgmtts.a03-2005.doc
12/07/05

EXHIBIT A
PROHIBITED WASTE

Any waste meeting the descriptions which follow is a "prohibited waste:"

- a. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings.)
- b. Articles, equipment, and clothing containing or contaminated with polychlorinated biphenyls (PCBs). (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCBS, etc.)
- c. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
- d. "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined RCRA "empty" according to the criteria specified at 40 C.F.R. '261.7.)
- e. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos-bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc.)
- f. Commercial products or chemicals: Off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)
- g. Residue and debris from cleanup spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste.
- h. Infectious waste. (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection.)
- i. Animal waste and parts from slaughterhouses or rendering plants.
- j. Waste produced by the mechanical processing of fruit, vegetables or grain. (This includes such wastes as rinds, hulls, husks, pods, shells, and chaff.)

- k. Pumpings from septic tanks used exclusively by dwelling units. (Single family homes, duplexes, apartment buildings, hotels or motels.)
- l. Sludge from a publicly owned sewage treatment plant serving primarily domestic users.
- m. Grease trap wastes from residences, restaurants, cafeterias not located at industrial facilities.
- n. Washwater wastes from commercial car washes.
- o. Washwater wastes from commercial laundries or laundromats.
- p. Chemical-containing equipment removed from service. (Examples: Cathode ray tubes, batteries, fluorescent light tubes, etc.)
- q. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.
- r. Closed cartridge filters from dry cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids.)
- s. Containerized Waste. To include, but not be limited to, a drum, barrel, portable tank, box or pail.
- t. Waste transported in a bulk tanker.
- u. Liquid Waste. For purposes of this paragraph, liquid waste means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095).
- v. Sludge Waste.
- w. Waste from an industrial process. Waste which requires special handling.
- x. Waste from a pollution control process.

y. Residue or debris. From the cleanup of a spill or release of chemical substances, commercial products or wastes listed in paragraphs (s) through (x) of this definition.

z. Soil, Water, Residue, or Debris. Articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in paragraphs (s) through (y) of this definition.

aa. Residential Wastes. Only if a rule issued pursuant to Chapter 403, Florida Statutes as amended by Chapter 88-130, Laws of Florida, or a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition occurs after the Effective Date of this Agreement, requiring material additional management that differs from the requirements applicable on the Effective Date of this Agreement.

Exhibit B
effective 1/1/2006

Trash Transfer Station Rates

Type of Service	Mon-Sat	Sunday
On-site labor		
Day Laborer	\$12.41	\$24.82
Laborer	\$15.43	\$30.86
Supervisor	\$19.14	\$38.28
Pull cost including disposal		
15 yard	\$254.03	\$254.03
30 yard	\$355.64	\$355.64
40 yard	\$355.64	\$355.64
over 100 pulls/mo	\$338.69	\$338.69
Pull cost only		
For sites 0-12 miles apart	\$124.19	\$124.19
For sites 12.1-20 miles apart	\$169.36	\$169.36
Driver surcharge per pull		\$80.00
Container Rental / month	\$105.00	

EXHIBIT C

TRAVEL DISTANCE BETWEEN SITES

For the purposes of this Agreement, CONTRACTOR and COUNTY agree that the travel distances between each site, as set forth below, shall be used to determine applicable rates and amounts due of haul only charges. Any change to the travel distances set forth below must be accomplished by a written amendment, executed by the parties in accordance with Section 10.17 of this Agreement.

North Trash Transfer Station to Central Disposal Sanitary Landfill	2.5 miles
Central Trash Transfer Station to Central Disposal Sanitary Landfill	18.6 miles
Central Trash Transfer Station to Broward County Interim Contingency Landfill...	19.6 miles
Central Trash Transfer Station to Ecowaste.....	11.9 miles
South Trash Transfer Station to Broward County Interim Contingency Landfill.....	19.0 miles
South Trash Transfer Station to Ecowaste	3.8 miles

In the event that haul service is provided between sites not contemplated above and the travel distance is greater than 20 miles, the "Haul Only" charge provided in Exhibit B, paragraph 3, shall not apply and such charge shall be determined pursuant to paragraph 2, Exhibit B.

EXHIBIT D

CONSUMER PRICE INDEX

The C.P.I. as used herein shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items - U.S. City average, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1967 '100 ("C.P.I."). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. Dollar as may be then available so as to carry out the intent of this provision.