

AGREEMENT FOR SOLID WASTE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into, in duplicate, this 25 day of March, 2002, by and between **OSCEOLA COUNTY**, a political subdivision of the State of Florida (the "County"), and **OMNI WASTE OF OSCEOLA COUNTY, LLC** (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County solicited and the Contractor submitted a proposal to provide Solid Waste management and disposal services for the County; and

WHEREAS, the County and Contractor have negotiated the terms of this Agreement concerning the Solid Waste management services that will be provided;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Contractor and the County agree that they shall comply with and be bound by the terms of this Agreement.

ARTICLE 1. DEFINITIONS

Whenever the following words and expressions (or pronouns used in their stead) appear in this Agreement, they shall be construed as follows:

1. "Acceptable Waste" is Solid Waste that may be disposed of lawfully in a Class I Landfill.
2. "Agreement" shall mean this Agreement For Solid Waste Management Services between the County and the Contractor.
3. "Applicable Law" means any local, state or federal law, ordinance, judgment, order, Permit, rule, regulation, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect during the Term of this Agreement, or are enacted or enforced by a governmental body, in any manner relating to the performance of the County or Contractor under this Agreement.

4. "Board" shall mean the Board of County Commissioners of Osceola County, Florida.
5. "Certificate of Insurance" shall mean a certificate evidencing the existence and current validity of the insurance policies that must be obtained by the Contractor under this Agreement.
6. "Change in Law" means (i) the adoption, promulgation, or modification after the Effective Date of any Applicable Law, or (ii) the imposition of any conditions in connection with the issuance, renewal, or modification of any Permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements which significantly affect the Contractor's cost of performance under this Agreement.
7. "Class I Landfill" shall be as defined in Rule 62-701.340(3)(a), F.A.C.
8. "Commencement Date" means the date when the Contractor must commence operations at the Transfer Station and Disposal Facility, in accordance with the requirements in this Agreement.
9. "Construction and Demolition Debris" shall be as defined by Rule 62-701.200 (27), F.A.C.
10. "Contractor" shall mean Omni Waste of Osceola County, LLC.
11. "County Manager" means the chief executive officer of the County or his or her designee.
12. "Department" shall mean the County's Department of Solid Waste.
13. "Director" shall mean the Director of the Department or his or her designee.
14. "Disposal Facility" shall mean a solid waste disposal facility located at the Oak Hammock Landfill, which has received all of the necessary permits and approvals from the appropriate regulatory agencies, and which lawfully may receive and dispose of the County's Acceptable Waste.
15. "Effective Date" means the date when this Agreement is signed by the County.
16. "EPA" means the United States Environmental Protection Agency.
17. "F.A.C." means the Florida Administrative Code.
18. "FDEP" means the Florida Department of Environmental Protection.

19. "Force Majeure" shall mean:

(a) An act of God, including hurricanes, tornadoes, lightning, fire, flood, explosion, sabotage, acts of a public enemy, extortion, war, insurrection, riot, civil disturbance or similar occurrence;

(b) The order or judgment of any federal, state or local court, administrative agency or governmental body;

(c) The failure to issue, suspension, termination, interruption, denial, or failure of renewal of any Permit, which occurs for reasons beyond the Contractor's control;

(d) The failure of any appropriate federal, state, or local public agency or private utility to provide and maintain utilities, services, water and sewer lines, and power transmission lines which are required for the operation of the Transfer Station or Disposal Facility;

(e) Any unforeseen condition (including the presence of Hazardous Waste) which shall prevent, or require redesign or change in, the construction or operation of the Transfer Station or Disposal Facility, provided that the condition was actually and constructively unknown to the party claiming a Force Majeure Event, and could have not been discovered with reasonable diligence by the party, on or before the Effective Date; or

(f) The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the Transfer Station or Disposal Facility or any material portion thereof by any federal, state or local agency or authority;

(g) Any act, event, or condition which is of the same general type as those set forth in subparagraphs (a) through (g), above.

20. "Hazardous Waste" means a Solid Waste identified by the FDEP or EPA as a hazardous waste pursuant to: Chapter 62-730, F.A.C.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, et seq., as amended; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601, et. seq., as amended; or other Applicable Law. Hazardous Waste does not include "household hazardous waste" or Solid Waste generated by "conditionally exempt small quantity generators," as those terms are defined under RCRA and Chapter 62-730, F.A.C., but only if and only for so long as such materials may be disposed of lawfully in a Class I Landfill.

21. "Leachate" shall be as defined by Rule 62-701.200(66), F.A.C.

22. "Notice" shall mean a written notice delivered by certified or registered mail, return receipt requested, or by hand delivery, or by overnight delivery service.

23. "Oak Hammock Landfill" shall mean the Disposal Facility that Contractor will construct and operate approximately five miles south of Holopaw, in Osceola County, Florida.

24. "Operating Day" means any day the Transfer Station is open for the receipt of Solid Waste.

25. "Operating Month" means, with respect to the initial Operating Month, the period starting on the Commencement Date and ending on the last day of that calendar month. Thereafter, an Operating Month shall be the same as a calendar month.

26. "Operating Year" means, with respect to the initial Operating Year, the period commencing on the Commencement Date and ending on the following September 30th. Thereafter, an Operating Year shall be the twelve month period commencing October 1 and ending the following September 30.

27. "Permit" shall mean all governmental permits, licenses, authorizations and approvals required for the performance of the County's and Contractor's obligations under this Agreement.

28. "Service Fee" shall mean the monthly payments from the County to compensate Contractor for its services under this Agreement.

29. "Site" means the real property where the County's Transfer Station will be located. The exact location of the Site will be determined by the County in the future.

30. "Solid Waste" is as defined by Rule 62-701.200(113), F.A.C.

31. "Special Waste" means White Goods, Waste Tires, lead acid batteries, Yard Trash, Construction and Demolition Debris, and other wastes that require special handling and management.

32. "Term" shall mean the term or duration of this Agreement.

33. "Transfer Station" means the County's Solid Waste transfer, processing and transportation facility that will be built at the Site.

34. "Unacceptable Waste" means any Solid Waste that cannot lawfully be disposed at a Class I Landfill under Applicable Law. Unacceptable Waste includes Hazardous Waste, untreated biomedical waste, radioactive waste and liquid waste.

35. "Waste Tire" is as defined by Rule 62-701.200(134), F.A.C.

36. "White Goods" is as defined by Rule 62-701.200 (141), F.A.C

37. "Yard Trash" is as defined by Rule 62-701.200 (143), F.A.C.

ARTICLE 2. SCOPE OF CONTRACTOR'S SERVICES

This Agreement establishes the terms and conditions that shall govern the Contractor and the County when they perform the services required herein for the management and disposal of the County's Solid Waste. In general, the Contractor shall: (a) receive and dispose of the Acceptable Waste that the County delivers to the Contractor's Disposal Facility; and (b) transport Acceptable Waste from the Transfer Station and dispose of that material at the Disposal Facility. Except as otherwise provided herein, the Contractor shall provide all labor, services, supervision, materials, and equipment necessary to accomplish these tasks throughout the Term. The Contractor and the County shall perform their duties under this Agreement safely, in compliance with the best management practices for the solid waste industry, and in compliance with all Applicable Law.

ARTICLE 3. THE CONTRACTOR'S RESPONSIBILITIES

3.1 Commencement of Operations at Transfer Station

Beginning on the Commencement Date and continuing throughout the Term, the County shall provide and the Contractor shall transfer and dispose all of the Acceptable Waste from the County's Transfer Station. At least ninety (90) calendar days before the Commencement Date, the County shall: (a) identify the Commencement Date; and (b) identify the types and approximate amounts of Solid Waste the County expects to provide to the Contractor on the Commencement Date.

3.2 Loading Vehicles at Transfer Station and Transporting Solid Waste

During the County's normal hours of operation, the Contractor shall deliver empty trailers to the Transfer Station and the County shall fill the trailers with Acceptable Waste. The Contractor may park filled trailers on the Site temporarily, but the Contractor shall not allow more than 10 trailers filled with Acceptable Waste to be parked on the Site at anytime. During normal operations, all filled trailers shall be removed from the Site by the end of each operating day. However, filled trailers may be stored overnight at the Site when necessary due to unanticipated problems or Force Majeure events. If requested by the County, the Contractor shall promptly remove any trailer from the Site that is filled with unusually odorous waste.

All trailers shall be covered by the Contractor after they are removed from the Transfer Station. All trailers shall remain covered until unloaded. The Contractor's trailers shall have leakproof seals to ensure that any leakage of Leachate is minimized.

The Contractor shall comply with all applicable speed limits while transporting Solid Waste in Osceola County. The Contractor shall comply with reasonable traffic and safety rules established by the County for the Site.

The Contractor shall promptly clean-up any Solid Waste that Contractor spills on the Site or on the roads in Osceola County.

3.3 Disposal of Acceptable Waste

The Contractor shall take all of the Acceptable Waste from the Transfer Station and shall dispose of such waste at the Disposal Facility. The Contractor also shall dispose of the Acceptable Waste that is delivered to the Disposal Facility by the County or its agents (e.g., franchise haulers). The Contractor shall not take the County's Acceptable Waste to any facility other than the Oak Hammock Landfill, unless the County Manager approves the use of a different Disposal Facility.

3.4 Disposal of Unacceptable Waste

The County shall arrange and pay for the disposal of the County's Unacceptable Waste if such waste is rejected by the Contractor before it is buried at the Disposal Facility. The Contractor shall have the right to reject any material if the Contractor reasonably believes such material is not Acceptable Waste.

3.5 Right of Access For County

The County shall have the right to inspect Contractor's equipment and activities at the Transfer Station and Disposal Facility during normal operating hours. The County shall be responsible for the personal safety of its personnel when they are at the Disposal Facility. The Contractor may require all persons entering the Disposal Facility to comply with reasonable safety rules.

3.6 Contractor's Personnel and Equipment

All of the Contractor's employees shall be appropriately trained for the tasks assigned to them. All of the equipment used by the Contractor shall be appropriately designed, maintained and operated. The Contractor shall make arrangements for or have access to additional equipment and workers, as necessary, to ensure that the operation of the Transfer Station and Disposal Facility are not interrupted or halted.

3.7 Subcontractors

The Contractor may utilize subcontractors in the performance of the work required hereunder. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the County or any obligation on the part of the County to pay or see to the payment of any monies which may be due to any subcontractor.

3.8 Scale House at Oak Hammock Landfill

The Contractor shall weigh all of the vehicles delivering the County's Solid Waste to the Disposal Facility, unless the vehicles were weighed at the Transfer Station. Tare weights may be used for these purposes. Hand receipts may be utilized if the Contractor's automated data collection system is inoperable. The Contractor shall prepare a monthly report that summarizes the scale house data concerning the delivery of the County's Solid Waste to the Disposal Facility.

The Contractor shall be responsible for the operation and maintenance of the scale house at the Disposal Facility and the costs thereof. The County shall be provided access at all reasonable times to observe the operations of the scale house. The Contractor shall perform all required calibration of the scales or shall arrange for such services to be performed by an independent contractor at the Contractor's expense. The scales shall be calibrated at least once every six months.

3.9 Maintenance of Records

The Contractor shall develop and implement an organized system for keeping records concerning the Contractor's activities under this Agreement. The Contractor's records shall include copies of all scale house records concerning the delivery of the County's Solid Waste. During normal business hours, the County shall have the right to inspect and copy such records, at the County's expense, except for confidential or proprietary information.

The Contractor's records and documentation shall be retained by the Contractor for a minimum of three (3) years from the date of termination of this Agreement.

3.10 Permits and Licenses

Except as otherwise provided herein, the Contractor shall secure and pay for all Permits that are necessary for the Contractor's activities under this Agreement, including environmental permits and truck registrations.

3.11 Taxes, Charges and Levies

The Contractor shall pay all sales, consumer, use, and other taxes and fees required by law for the Contractor's activities under this Agreement. However, the Contractor shall have no liability under this Agreement or otherwise for the payment of any discriminatory taxes, charges, levies or fees of any kind that are imposed by the County on the Contractor's

operations only, on solid waste management operations per se, or in any other discriminatory manner on the Contractor's activities under this Agreement.

3.12 Conditional Use Approval

The Contractor shall comply with the requirements established by the Board on June 25, 2001 for Contractor's Conditional Use/Site Development Plan. The Board's requirements are set forth in a letter dated June 27, 2001 from the County to the Contractor, which is attached hereto as Exhibit "A" and incorporated herein by reference.

ARTICLE 4. THE COUNTY'S RESPONSIBILITIES

4.1 Schedule of Operations

The County shall operate the Transfer Station between the hours of 6:00 A.M. and 6:00 P.M., Monday through Friday, and 8:00 A.M. to 3:00 P.M. on Saturday. The hours of operation for deliveries may be changed by the County upon reasonable Notice to the Contractor. The total number of hours of operation shall not be increased unless the County agrees to increase the Service Fee accordingly. The Transfer Station shall be open to receive Solid Waste every day of the year, except Sundays and the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day. In cases where one of the foregoing holidays falls on a Sunday, the County shall operate the Transfer Station on the preceding Saturday and the following Monday.

4.2 Access to Transfer Station

The County shall provide and maintain full and complete access to the Transfer Station as necessary for the Contractor to carry out its obligations under this Agreement.

4.3 Solid Waste Processing at the Transfer Station

The County shall inspect all of the Solid Waste received at the Transfer Station and determine whether the waste is acceptable. All of the Acceptable Waste that is delivered to the Transfer Station shall be loaded into the Contractor's trailers for transport to the Disposal Facility.

If Unacceptable Waste is received at the Transfer Station, the Unacceptable Waste shall be removed from the Transfer Station and disposed of in a lawful manner at the County's expense. The County shall not knowingly send or deliver any Unacceptable Waste to the Disposal Facility.

The County shall not knowingly send or deliver any Special Waste to the Oak Hammock Landfill unless the County has received the Contractor's prior approval to do so.

The County shall make a good faith effort to load the Contractor's trailers in a timely manner and fully, without exceeding any maximum load limit established by Applicable Law. Any damage to the Contractor's trailers caused by the County's operations, other than normal "wear and tear," will be the responsibility of the County, which shall promptly undertake or pay for the necessary repairs.

The County shall ensure that its employees perform their duties safely and in accordance with this Agreement and Applicable Law.

4.4 Site Access and Security

The County shall control access to the Transfer Station. The Transfer Station shall be secured and all gates locked, except during hours of operation.

4.5 Measurement of Solid Waste Tonnage at Transfer Station

The County shall weigh all of the vehicles transporting Acceptable Waste to the Disposal Facility when the vehicles leave the Transfer Station. Tare weights may be used for these purposes. Hand receipts may be utilized if the County's automated data collection system is inoperable.

4.6 Scale House Operations at Transfer Station

The County shall be responsible for the operation and maintenance of the scale house at the Transfer Station and the costs thereof. The Contractor shall be provided access at all reasonable times to observe the operations of the scale house. The County shall perform all required calibration of the scales or shall arrange for such services to be performed by an independent contractor at the County's expense. The scales shall be calibrated at least once every six months.

The County shall provide a copy of the scale house records to the Contractor monthly.

4.7 Right of Access for Contractor

The Contractor may observe the County's activities at the Transfer Station during normal operating hours. The Contractor shall be responsible for the personal safety of its personnel when they are at the Transfer Station. The County may require all persons entering the Site to comply with reasonable safety rules.

4.8 The County's Solid Waste Deliveries

To the extent allowed by law, throughout the Term, the County shall deliver or cause to be delivered all Acceptable Waste within its lawful control to the Transfer Station or the Oak Hammock Landfill. The County shall instruct its permitted, franchised and licensed haulers to deliver all Acceptable Waste collected within unincorporated Osceola County to the Transfer

Station or the Oak Hammock Landfill. The County is not obligated to file suit or take any enforcement action against any hauler to compel compliance with this requirement.

The County may divert Solid Waste to any other facility or location of the County's choice for the purpose of recycling, removing recovered materials, or composting. After the County's Solid Waste is processed in this fashion, the County shall deliver or have delivered all remaining Acceptable Waste to the Transfer Station.

Nothing in this Agreement shall be construed to require the County to deliver a minimum amount of Acceptable Waste to the Contractor on a daily or annual basis.

4.9 Ownership of Solid Waste

The County shall possess all right, title, and ownership of its Acceptable Waste and recovered material until (a) they leave the Transfer Station in Contractor's trailers or (b) they are delivered to the Disposal Facility in the County's trucks. Unacceptable Waste shall remain the property of the County unless and until it is buried at the Disposal Facility.

4.10 Recycling

Notwithstanding anything else contained herein, the Contractor may recycle or beneficially reuse the Solid Waste and recovered material delivered to the Disposal Facility and keep any revenues derived from the Contractor's recycling activities.

ARTICLE 5. GENERAL PAYMENT PROVISIONS

5.1 Service Fees

The Contractor shall be paid a Service Fee of \$26.50 for each ton of Acceptable Waste that the Contractor transports from the Transfer Station and disposes at the Disposal Facility. The Service Fee for these materials shall be calculated by using the records from the County's scale house at the Transfer Station.

The Contractor shall be paid a Service Fee of \$20.50 for each ton of Acceptable Waste that the County delivers to the Disposal Facility. The Service Fee for these materials shall be calculated by using the records from the Contractor's scale house at the Disposal Facility.

The Service Fees for other wastes, if any, shall be negotiated.

5.2 Procedure For Payment of Service Fee

Each month the Department shall calculate the amount of the Service Fees that are owed to the Contractor. Payments to the Contractor shall be made within thirty (30) days after the end of the prior Operating Month. The existence of a dispute concerning the Service Fees shall not delay the payment of undisputed amounts.

5.3 Consumer Price Index Adjustment

The Service Fee shall be adjusted on the Commencement Date, based on the change in the Consumer Price Index (CPI) between December 2001 and the Commencement Date. The Service Fee also shall be adjusted on each anniversary of the Commencement Date, based on the change in the previous year's CPI.

The adjustments to the Service Fee shall be equal to 100% of the increase in the CPI for all Urban Consumers, the U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics.

If the CPI is discontinued, the parties shall select another index, which is representative of the inflationary trends affecting the Contractor's performance under this Agreement, and which is published by the United States government or a reputable publisher of financial and economic indices.

5.4 Legal Changes Adjustment

After the Effective Date of this Agreement, if there is a Change in Law which has the effect of establishing requirements which caused or will cause a substantial increase in the Contractor's cost of performing its obligations under this Agreement, then Contractor shall be entitled to an increase in the Service Fee to reflect the increased cost of performing those services that have been or will be affected by such Change in Law. If an adjustment to the Service Fee is made as a result of a Change in Law, the adjustment shall be applied retroactively to the date when the Contractor's costs first changed as a result of the Change in Law.

Nothing in this Agreement shall be construed to require the County to pay more than its proportionate share of any increased cost resulting from a Change in Law.

If the Contractor learns that a Change in Law may occur, the Contractor shall promptly notify the County so that the County may take appropriate steps to minimize the potential effects of the Change in Law

5.5 Fuel Adjustment

Subject to the provisions of this section, the County shall pay an additional monthly fee (i.e., the "Fuel Adjustment") to the Contractor if the cost of fuel rises above the Base Price. The Base Price shall be the average cost of fuel on the Commencement Date, plus \$0.25 per gallon. The Base Price shall be adjusted on each anniversary of the Commencement Date, based on the change in the previous year's CPI. The amount of the Fuel Adjustment shall be calculated by multiplying (a) the amount of fuel used by the Contractor during the prior Operating Month, times (b) the amount that the average cost of fuel exceeds the Base Price. The Fuel Adjustment shall apply only to the amount of fuel actually used by the Contractor to transport the County's Acceptable Waste to the Disposal Facility.

5.6 Fuel Tax Adjustment

The Service Fee shall be increased if there is an increase in fuel taxes after the Commencement Date, but only to the extent that the fuel tax affects the cost of the diesel fuel that is purchased by the Contractor and used to transport Solid Waste from the Transfer Station to the Disposal Facility. The financial effect of a change in fuel taxes shall be calculated by using the following formula:

$$C = FT \times AF$$

Where:

C = the change in the Contractor's cost;

FT = the amount of the change in the fuel tax; and

AF = the amount of fuel used by the Contractor.

5.7 Host Fees

The Contractor shall pay a fee of \$2.00 per ton to Osceola County for each ton of Solid Waste that is brought into Osceola County and disposed at the Oak Hammock Landfill. This fee shall be paid monthly, based on the scale house records at the Oak Hammock Landfill. The Contractor shall provide the County with a monthly report that identifies: (a) the amount of in-county and out-of-county waste delivered to the Oak Hammock Landfill; and (b) the amount of the host fees paid to the County, the School Board of Osceola County, and the Holopaw Homeowners' Association.

ARTICLE 6. TERM

Unless terminated earlier in the manner provided herein, this Agreement shall be for a Term of ten (10) years, which shall begin on the Commencement Date.

ARTICLE 7. TERMINATION AND SPECIAL CONDITIONS

7.1 For Cause

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the material conditions contained herein for ten (10) working days after receiving Notice of such breach or default, the other party may (i) terminate this Agreement; and/or (ii) have recourse to any other right or remedy to which it may be entitled at law or in equity. The non-defaulting party's selection of any remedy specified herein shall not be construed as a waiver of any other rights at law or in equity related to the defaulting party's breach.

If, in the exercise of due diligence during the ten (10) day period a cure cannot reasonably be effected, such ten (10) day period shall be extended to include such additional time as is reasonably necessary to effect a cure, provided the defaulting party diligently attempts to cure the default during the extended cure period.

Each of the following shall constitute an event of default:

7.1.1 Failure or Refusal of a Party to Comply with Terms of the Agreement

The persistent, repeated, or substantial failure or refusal by either party to substantially fulfill any of its material obligations in accordance with this Agreement, unless excused or justified by a Force Majeure event, default by the other party, or other legally recognized cause customarily justifying or excusing non-performance; and provided that no such default shall constitute an event of default unless and until:

(a) The non-defaulting party has given Notice to the defaulting party that a default or defaults exist which will, unless corrected, constitute an event of default on the part of the defaulting party; and

(b) The defaulting party either has not corrected such default, or has not initiated reasonable steps to correct such default within ten (10) days from the date of such Notice.

7.1.2 Voluntary Bankruptcy

Written admission by a party that it is bankrupt; or filing by a party of a voluntary petition under the Federal Bankruptcy Act; or consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a party's property or business; or by becoming insolvent.

7.1.3 Involuntary Bankruptcy

Final determination by a bankruptcy court that a party is bankrupt under the Federal Bankruptcy Act.

7.2 Force Majeure

Force Majeure events shall be subject to the following provisions and limitations.

7.2.1 Obligations Excused

Notwithstanding any other provision in this Agreement, neither the County nor the Contractor shall be liable to the other for any failure or delay in performance of any obligation

under this Agreement due to the occurrence of a Force Majeure event. As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

(a) Promptly notify the other party verbally; and

(b) As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a Notice with a written description of (1) the commencement of the Force Majeure event, and (2) its estimated duration and impact on the party's obligations under this Agreement.

7.2.2 Continuing Obligations

Whenever a Force Majeure event occurs, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause therefor, reduce the costs thereof, and resume performance under this Agreement.

7.2.3 Right to Terminate Due to Force Majeure Event

In the event that the County or the Contractor in good faith determines that a Force Majeure event will prevent or alter performance permanently or for such period of time or at such additional expense as to make performance unreasonable, the County or the Contractor may declare the Agreement terminated and neither party shall be further obligated to the other except for amounts due upon the date of termination of the Agreement.

ARTICLE 8. DAMAGES AND INDEMNIFICATION

8.1 Liability, Indemnification, and Contribution

The provisions of this Article 8 shall survive the termination of this Agreement.

8.1.1 Liability

The Contractor shall be liable for those injuries or conditions that are caused by or result from the Contractor's failure to transport or dispose of Acceptable Waste in accordance with the terms of this Agreement. The Contractor shall not be liable for those injuries or conditions that are caused by or result from the County's negligent, reckless, or intentional acts or omissions. To the extent that the County and Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 8.1.3, below.

8.1.2 Indemnification

The Contractor shall defend, hold harmless and indemnify the County from and against any and all claims, damages, losses, fines, penalties, attorneys fees and expenses which arise

out of or result from the Contractor's failure to transport or dispose of Acceptable Waste in accordance with the terms of this Agreement, provided that any such claim is (a) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible personal property and (b) is caused by an act, omission, or negligence of the Contractor.

If the Contractor fails to comply with any applicable environmental regulation or other Applicable Law, the Contractor shall pay all lawful fines and penalties charged to the County by any judicial orders or by any governmental agency responsible for the enforcement of environmental or other Applicable Laws.

8.1.3 Contribution

In the event of joint negligence on the part of the County and the Contractor, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, as it exists on the Effective Date.

8.2 Damages

Subject to the limits in Section 768.28, Florida Statutes, and except where otherwise specifically provided, the measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor.

ARTICLE 9. GENERAL CONDITIONS

9.1 Insurance Coverages Required of the Contractor

9.1.1 General Information

The Contractor shall purchase at its cost and maintain the following insurance coverages. The County shall be an additional named insured under the Commercial General Liability, Automobile Liability, and Umbrella Liability. The insurance coverages must be evidenced by properly executed Certificates of Insurance. Policies of insurance shall be with carriers admitted to do business in the State of Florida. The Certificate of Insurance shall reflect thirty (30) days' Notice of any cancellation or reduction in insurance coverage. No County property shall be occupied under this Agreement until the properly executed Certificates of Insurance have been received by the County.

1. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Contractor allow any

subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

2. The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
3. Worker's Compensation Insurance: The Contractor shall take out and maintain during the Term of this Agreement, Worker's Compensation Insurance for all of its employees connected with this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the County for the protection of its employees not otherwise protected.
4. Excess Umbrella Liability: The Contractor shall take out and maintain during the Term of the Agreement, an Excess Umbrella Liability policy in the amount of \$5,000,000.00. All umbrella insurance shall be noted to be "following form," and shall be no more restrictive than the underlying coverage.
5. Contractor's Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the Term of this Agreement Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Agreement whether such operations be by itself or by anyone directly or indirectly employed by it, and the amounts of such insurance shall be the minimum limits as follows:
 - (1) BODILY INJURY LIABILITY
 - \$1 Million operations each claim per person
 - \$1 Million completed operations each claim per person
 - (2) AUTOMOBILE PUBLIC LIABILITY
 - (a) Bodily injury:
 - \$500,000 each claim per person
 - \$500,000 aggregate
 - (b) Property Damage:
 - \$500,000 each claim per person
 - \$500,000 aggregate
 - (3) PROPERTY DAMAGE LIABILITY

(other than automobile)
\$500,000 each claim per person
\$500,000 operations per claim
\$500,000 protective per claim (covering automobile)
\$500,000 contractual per claim

6. Subcontractor's Public Liability and Property Damage Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
7. Owner's Protective Liability Insurance: The County shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from its operations under the Agreement.
8. Certificates of Insurance: A Certificate of Insurance will be furnished by the Contractor prior to the Commencement Date. The certificate(s) shall be completed by the Contractor and returned to the County's Purchasing Department. This certificate shall be dated and show:
 - (1) The name of the Contractor, the name of insurer, the number of the policy, its effective date, its termination date.
 - (2) Statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (3) The County shall be named as an additional named insured on General Liability, Public Liability Insurance and Automobile Liability Insurance.

9.2 Notices

All Notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the County:

Mr. Bob Fernandez
Osceola County Manager
1 Courthouse Square
Suite 1100
Kissimmee, Florida 34741

With a copy to:

Mrs. Jo Thacker
Osceola County Attorney
1 Courthouse Square
Suite 4200
Kissimmee, Florida 34741

If to the Contractor:

Mr. Tim Salopek
President
Omni Waste of Osceola County, LLC
P.O. Box 421613
Kissimmee, Florida 34742

With a copy to:

Steve Miles
Overstreet, Miles, Ritch & Cumbie, P.A.
100 Church Street
Kissimmee, Florida 34741

Changes in the address to which such Notices may be directed may be made from time to time by either party by Notice to the other party.

9.3 Waiver

Unless otherwise specifically provided by this Agreement, no delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the County or Contractor thereafter to enforce same; nor shall waiver by the County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

9.4 Severability

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect, and this Agreement shall be construed as if such illegal, void or unenforceable provision had never been contained herein.

9.5 Survivability

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

9.6 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

9.7 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

9.8 Independent Contractor

When performing the activities required by this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the County. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the County. The Contractor shall have no authority to bind the County to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the County.

9.9 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

9.10 Amendment

Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

9.11 Order of Precedence

In the event of any conflict between the provisions of this Agreement and those of any exhibits attached hereto, the provisions of this Agreement shall govern.

9.12 Construction of Agreement

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

9.13 Terms Generally

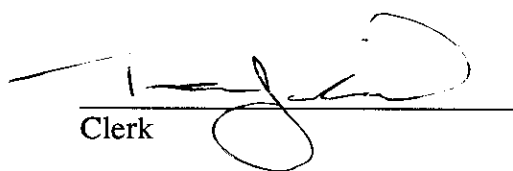
Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation." The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates noted below.

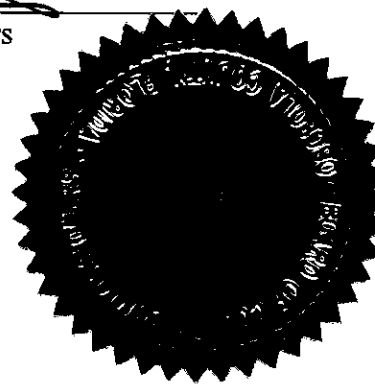
OSCEOLA COUNTY, FLORIDA

By: 
Chairman, Board of County Commissioners

ATTEST:


Clerk

(SEAL)



OMNI WASTE OF OSCEOLA COUNTY, LLC

By: 
Timothy J. Salopek, President

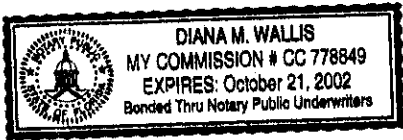
Witnesses

[Handwritten Signature]

Diana M. Wallis

STATE OF FLORIDA,
COUNTY OF OSCEOLA, ss:

The foregoing instrument was acknowledged before me this 27th day of March, 2002, by Timothy J. Salopek as President of Omni Waste of Osceola County, LLC, on behalf of the corporation. He is personally known to me or has produced as identification.



Diana M. Wallis

Notary Public - State of Florida

Print name: Diana M. Wallis

Commission number: CC 778849

Commission expiration date: 10/21/02