

#602  
Exp's  
02/28/15

## GARBAGE FRANCHISE AGREEMENT

THIS AGREEMENT is made this 28<sup>th</sup> day of April, 2009, between WALTON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 117 Montgomery Circle, P.O. Box 1355, DeFuniak Springs, FL 32435, hereinafter referred to as the "County", and DAYCO WALTON, INC., d/b/a Dayco Disposal, Ltd., whose address is 1182 Highway 20 West, Freeport, Florida, hereinafter referred to as "Dayco".

WHEREAS, the County desires to provide its citizens with residential garbage collection, collection of white goods, collection of furniture, and collection of yard debris services within the area shown on **Exhibit B**, except the area within the city limits of DeFuniak Springs, attached hereto and by reference made a part hereof, hereinafter referred to as the "Franchise Area"; and

WHEREAS, Dayco desires to render certain garbage collection, collection of white goods, collection of furniture, and collection of yard debris services within the Franchise Area as described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, Dayco currently is performing said services in the Franchise Area under a five year exclusive franchise granted by the County on February 25, 2005; and

W:\Board of County Commissioners\Legal Services\Legal\CONTRACTS\Dayco-2010 Franchise Agreement\GARBAGE FRANCHISE AGREEMENT.doc  
April 20, 2009

Appendix F - Dayco  
Page 1 of 14

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a franchise to Dayco for the rendering within the Franchise area of those services described in the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1. EXCLUSIVE FRANCHISE.** The County hereby grants to Dayco an exclusive franchise to perform within the Franchise Area the services set forth in the Scope of Services. This franchise shall replace, in its entirety, the franchise the County granted to Dayco on February 25, 2005.

**SECTION 2. SCOPE OF SERVICES.** Dayco shall provide the services set forth in the Scope of Services attached hereto as Exhibit A and incorporated by reference.

**SECTION 3. DISPOSAL.** Disposal of garbage, white goods, and yard debris shall be in accordance with Local, State, and Federal laws and regulations.

**SECTION 4. THE COUNTY'S RESPONSIBILITY.** Except as provided in the Scope of Services, the County's responsibilities are to furnish required information and

services and render approvals and decisions as necessary for the orderly performance of Dayco's services. The County hereby designates the County Administrator or his designee to act on the County's behalf with respect to the Scope of Services. The County Administrator or his designee shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements, and systems pertinent to Dayco's services.

**SECTION 5. TERM OF FRANCHISE.** The term of this franchise shall be from March 1, 2009, through February 28, 2015, unless earlier terminated by the Board.

If Dayco desires to request renewal of this franchise, it shall so notify the County in writing at least NINETY (90) days prior to the expiration of this Agreement. During the 90-day period prior to the expiration of this Agreement, the County shall consider Dayco's request for renewal and shall notify Dayco in writing at least THIRTY (30) days prior to the expiration of this Agreement of its intention regarding renewal of the franchise.

**SECTION 6. COMPENSATION.**

A. Retroactive to March 1, 2009, compensation for the Scope of Services of this Agreement shall be for collection and disposal of garbage, white goods, yard debris and furniture based upon fees set forth in the Scope of Services and Fees attached

hereto as **Exhibit A**. Upon a written request from Dayco, once in each calendar year of the term of this Agreement, after calendar year 2009 and prior to the beginning of the County's budget year, the County shall review said fees against Table 13A, Zone B/C of the National Consumer Price Index (CPI) for the prior twelve (12) months, and may make such adjustments to said fees as the Board of County Commissioners deems appropriate.

B. Dayco shall prepare and submit to the Board of County Commissioners for approval monthly invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the number of households served and the quantity of materials collected from business locations. The County reserves the right to withhold payment to Dayco for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Dayco if any invoice or report is found to be unacceptable and will specify the reasons therefor.

C. All representations, indemnifications, warranties and guaranties made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

**SECTION 7. DOCUMENTS.** The documents which comprise this Agreement between the County and Dayco are attached hereto and made a part hereof and consist of the following:

- A. This Garbage Franchise Agreement;
- B. The Scope of Services and Fees attached hereto as **Exhibit A**;
- C. Map of Dayco Disposal Franchise Area attached hereto as **Exhibit B**;
- D. Any written amendments, modifications or Addenda to this Agreement.

**SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT.** In connection with the work to be performed under this Agreement, Dayco agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**SECTION 9. PROHIBITION AGAINST CONTINGENCY FEES.** Dayco warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for Dayco to solicit or secure the franchise granted under this Agreement and that Dayco has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a *bona fide* employee working solely for Dayco, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of the franchise granted under this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this

Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 10. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.** Dayco certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Dayco represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

**SECTION 11 INSURANCE.**

A. Dayco shall purchase and maintain such workers compensation and comprehensive automobile liability insurance as is appropriate for the services being performed hereunder by Dayco, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.
2. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$100,000/\$300,000 limit per accident for bodily injury and property damage.
  - b. Owned Vehicles
  - c. Hired and Non-Owned Vehicles
  - d. Employee Non-Ownership
  - e. Additional Insured. County is to be specifically included as an additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed

with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of Insurance so required of Dayco except workers compensation shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interests arising from any contract agreement between County and Dayco. If the initial insurance expires prior to termination of this Agreement, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Dayco shall provide the County with financial information concerning any self insurance fund insuring Dayco. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

#### **SECTION 12. TERMINATION OF AGREEMENT BY THE COUNTY.**

A. This Agreement may be terminated by the County with ONE HUNDRED TWENTY (120) days' written notice in the event the County should decide to use County employees and equipment for county-wide collection of garbage.

B. This Agreement may be terminated by the County with cause upon THIRTY (30) days' written notice.

C. If this Agreement is so terminated, Dayco shall be paid for all work performed, pursuant to the terms and conditions of this Agreement, up to the date of termination. Dayco shall not be paid due to loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

**SECTION 13. CONTROLLING LAW.**

A. This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Walton County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all reasonable litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party.

**SECTION 14. SUCCESSORS AND ASSIGNS.** The County and Dayco bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the County nor Dayco shall assign or transfer any interest in this Agreement

without the written consent of the other. In the event this Agreement is transferred by Dayco without written consent of the County, the County may, at its option, declare this franchise a non-exclusive franchise.

**SECTION 15. EXTENT OF AGREEMENT.**

A. This Agreement represents the entire and integrated agreement between the County and Dayco and supersedes all prior negotiations, representations or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

**SECTION 16. INDEMNIFICATION OF THE COUNTY.** Dayco shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Dayco and other persons employed or utilized by Dayco, in the performance of the contract. Dayco shall not indemnify or hold harmless the County for any negligence of the County, its employees, officers, directors, or agents.

**SECTION 17. INDEPENDENT CONSULTANT.** Neither the County nor any of its employees shall have any control over the conduct of Dayco or any of Dayco's

employees, except as herein set forth, and Dayco expressly warrants not to represent at any time or in any manner that Dayco or any of Dayco's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Dayco is, and shall at all times remain as to the County, a wholly independent contractor and that Dayco's obligations to the County are solely as prescribed by this Agreement.

**SECTION 18. SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

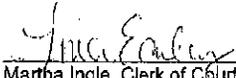
**SECTION 19. NOTICES.** Any notices to be given under this Agreement shall be given by United States Mail, addressed to Dayco at its address stated herein, and to the County at its address stated herein.

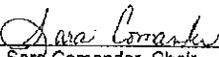
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
WALTON COUNTY, FLORIDA

  
for Martha Ingle, Clerk of Court

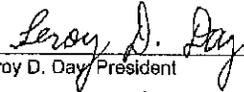
By:   
Sara Comander, Chair

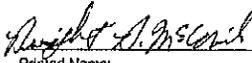
Date: 4/28/09

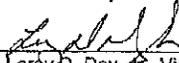
WITNESSES:

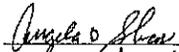
DAYCO WALTON, INC.  
d/b/a Dayco Disposal, Ltd.

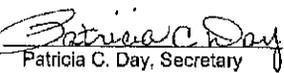
  
Printed Name: ERIK GRAVES

By:   
Leroy D. Day, President

  
Printed Name: \_\_\_\_\_

By:   
Leroy D. Day, Jr., Vice President

  
Printed Name: Angela D. Shaw

By:   
Patricia C. Day, Secretary

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
Office of the County Attorney  
Walton County, Florida

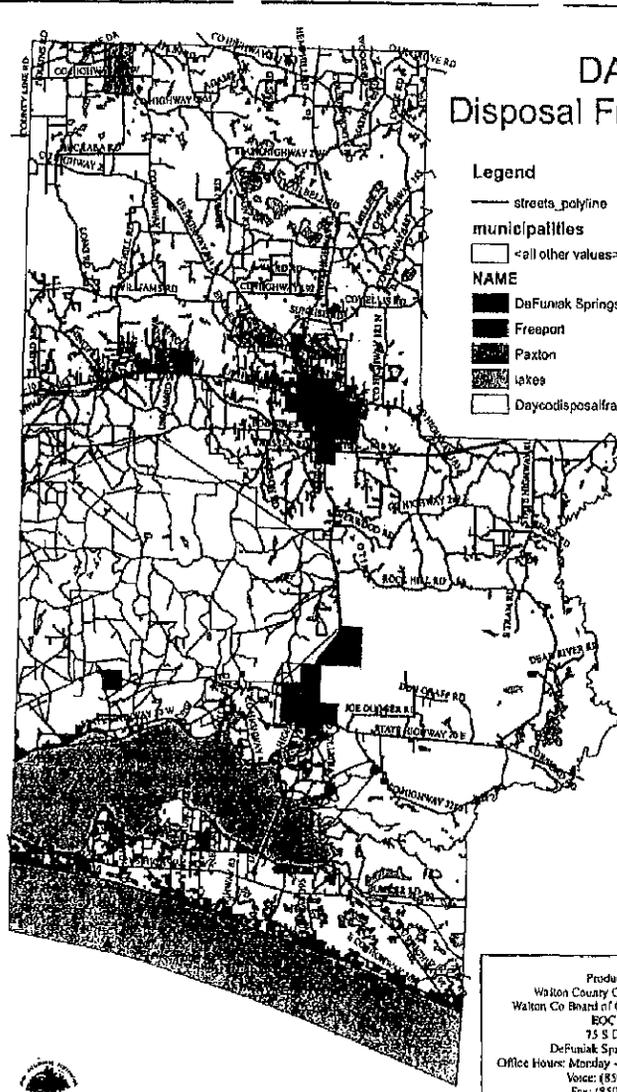
**EXHIBIT A  
SCOPE OF SERVICES AND FEES**

	Service to be Provided	Fee
1.	Dayco shall collect and dispose of household garbage, at residences located within the Franchise Area ONE (1) time per week during the term of this Agreement. White goods, yard debris, and furniture shall be collected from residences located within the Franchise Area and disposed of ONE (1) time per month during the term of this Agreement.	\$10.34/Residence/Month
2.	Dayco shall collect and dispose of garbage at businesses located within the Franchise Area at least, ONE (1) day per week during the term of this Agreement.	Not to Exceed \$3.81 per cubic yard

# DAYCO Disposal Franchise Area

## Legend

- streets\_polyline
- municipalities
- <all other values>
- NAME**
- DeFuniak Springs
- Freeport
- Paxton
- ▨ lakes
- Daycodisposalfranchisearea\_region



The DAYCO Disposal Franchise Area is composed of all of the northern part of Walton County less the DeFuniak Springs City Limits and includes the portion of central Walton County less Eglin AFB territories. The franchise includes the cities of Freeport and Paxton. Certain segments of outlying streets of the Freeport City Limits are also included. The area of approx. 1.19 miles west of State Highway 30 is included within the franchise boundary. The areas of Bunker and Steelfield are also included within the franchise boundary.

Produced by:  
Walton County GIS/IR Department  
Walton Co Board of County Commissioners  
BOC Annex  
75 S Davis Ln  
DeFuniak Springs, FL 32435  
Office Hours: Monday - Friday 8 A.M. - 4:30 P.M.  
Voice: (850) 892-2452  
Fax: (850) 892-3101  
E-mail: [gis@co.walton.fl.us](mailto:gis@co.walton.fl.us)



**TRANSFER AGREEMENT**

By and Between

**WALTON COUNTY, a Political Subdivision of the State of Florida,**

and

**WASTE MANAGEMENT INC. OF FLORIDA**

April 11, 2000

FILED AND RECORDED  
DATE 05/30/2000 TM 13:42

FL 838520 B 2223 P 94  
CO:WALTON ST:FL

DAN BODIFORD  
CO:WALTON

CLERK  
ST:FL

#387

FILED D RECORDED  
DATE 04/30/2000 TM 13:42

FRANCHISE EXTENSION AGREEMENT

THIS AGREEMENT is made effective as of the 11th day of April, 2000 by and between THE BOARD OF COUNTY COMMISSIONERS OF WALTON COUNTY, FLORIDA (hereinafter referred to as "County"), a political subdivision of the State of Florida and WASTE MANAGEMENT, INC. OF FLORIDA d/b/a WASTE MANAGEMENT OF NORTHWEST FLORIDA (hereinafter referred to as "Waste Management") a Florida Corporation whose address is 108 Hill Avenue, Fort Walton Beach, Florida.

WITNESSETH: FL 638519 B 2223 P 90  
CO:WALTON ST:FL

WHEREAS, the County pursuant to Ordinance No. 83-1 did establish a Solid Waste Collection Franchise encompassing certain portions of Walton County lying south of Choctawhatchee River and the Choctawhatchee Bay; and,

WHEREAS, at the expiration of Ordinance 83-1, the County did reestablish the Solid Waste Collection Franchise with Waste Management which Franchise was renewed and modified by agreements between the parties hereto dated May 26, 1992, May 28, 1996, August 26, 1997, and May 26, 1998; and,

WHEREAS, Waste Management has been satisfactorily performing the solid waste collection services as required under the Franchise; and,

WHEREAS, the County has determined that it would be in its best interest to extend the Franchise Agreement with Waste Management for an additional term of ten (10) years.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties do agree as follows:

- 1. That Section 2 of said Franchise entitled "DEFINITIONS" shall be amended by adding the following definition:

DAN BODIFORD  
CO:WALTON CLERK  
ST:FL

"Section 2. DEFINITIONS.

(f) "CPI" As used herein, the term "CPI" 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, 1990 = 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."

- 2. That Section 4 of said Franchise entitled "TERM" shall be replaced in its entirety by the following provision:

"Section 4. TERM.

This Franchise shall be for a period of ten (10) years from June 1, 2003, which is the expiration date of the current Solid Waste Franchise term as established by that certain Franchise Extension Agreement dated May 26, 1998. The term of this Agreement shall renew for additional terms of five (5) years each commencing at the end of the extension term herein unless terminated by either party. Waste Management shall provide the County written notice of its intent to renew at least one hundred eighty (180) days prior to the end of the term herein or any extension thereof. If the County does not intend to renew the Franchise, it shall give notice of such to Waste Management at least one hundred twenty (120) days prior to the end of the term herein or any extension thereof. If Waste Management does not intend to renew, it shall give notice of such intent to the County at least one year prior to the end of the term herein or any extension thereof.

June 1, 2013?

The Franchise rights herein granted for the purposes herein set forth shall be exclusive unto Waste Management."

- 3. That Section 10 of said Franchise entitled "RATES" shall be replaced in its entirety by the following provisions:

"Section 10. RATES AND PAYMENTS. The rates initially approved for this Franchise and the method of payment to Waste Management shall be as follows:

FL 638619 B 2223 P 91  
CO:WALTON ST:FL

- (1) Residential Collection:  
(a) In consideration for the collection services to be performed by Waste Management hereunder, the County shall pay to Waste Management, for each residential

customer serviced within the Waste Management franchise area, the sum of \$8.40 per month referred to herein as the "Residential Rate". Waste Management shall have no responsibility for any billing for services to residential customers whatsoever. The Residential Rates are based on the County paying directly all disposal fees currently charged at the disposal facility.

(b) The total monthly payments due to Waste Management for residential collection services rendered shall be computed and paid by the County to Waste Management each month based upon a verified route count of customers serviced for the applicable month.

(2) Commercial Collection:

Waste Management shall continue to be responsible for billing of commercial customers on a subscriber basis. The charges to such commercial customers shall be for hauling service only and the County shall be fully responsible for the payment of all disposal charges on commercial solid waste collected by Waste Management within Walton County. Commercial customers shall be billed by Waste Management at the initial rate of \$3.39 per cubic yard collected.

(3) Adjustments: The residential and commercial hauling rates herein shall be subject to adjustment as follows:

A. CPI. The hauling rates shall be adjusted annually each June 1 commencing on June 1, 2001, by adding to or deducting from each rate the product of the percentage change in the C.P.I. for the preceding 12 month period ending December 31, multiplied by the rates for the prior year, provided, however, increases in the hauling rates for changes in the C.P.I. shall not exceed four percent (4%) for that year.

B. Taxes. The hauling rates shall be increased in an amount sufficient to offset any new (effective after the date hereof) fee, surcharge, duty, tax, or other charges of any nature imposed by the federal government, any agency thereof, the State of Florida, any agency thereof, or by any local governmental body or agency which is payable solely by reason of the nature of the operations conducted by Waste Management and any other sales or services

taxes of general application to the Waste Management operations."

C. Petition. In addition to the foregoing, Waste Management may petition County for rate increases to cover unforeseen and unusual increases in the costs of operating under this Agreement. Waste Management will be responsible for documenting the impact of such costs and any resulting increase in the rates shall be in the reasonable discretion of the County, County action upon such requests shall be reasonable and timely.

4. That except as expressly modified herein all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by the duly authorized officers, effective as of the date first above written.

THE BOARD OF COUNTY  
COMMISSIONERS OF WALTON  
COUNTY, FLORIDA

ATTEST:

BY: [Signature]  
Dan Bodiford, Clerk

BY: [Signature]  
Print Name: Van Ness R. Butler, Jr.  
Title: Chairman  
Date: May 9, 2000

WITNESSES:

[Signature]  
Print Name: Nefisa Delgado  
[Signature]  
Print Name: Angela Angel

WASTE MANAGEMENT, INC. OF  
FLORIDA d/b/a WASTE MANAGEMENT OF  
NORTHWEST FLORIDA

BY: [Signature]  
Print Name: J. David Green  
Title: Vice-President  
Date: 5/16/00

PL 838519 B 2223 P 93  
CO:WALTON ST:FL

*Anchors, Foster, Mc Innis & Keefe, P. A.*  
*Attorneys at Law*

809 MAE WALT DRIVE, SUITE 1014  
FT. WALTON BEACH, FLORIDA 32647-6711

35008 EMERALD COAST PARKWAY, SUITE 102  
DUNSTON, FL 32544

C. LUDGW ANCHORS  
W. SCOTT FOSTER  
C. JEFFREY MCINNIS  
LAWRENCE KEEFE  
HARMON O. MASSEY, JR.  
THOMAS E. BYRON

"ALSO ADMITTED BY ALABAMA"  
"ALSO ADMITTED IN MISSISSIPPI"

FT. WALTON: (850) 868-4064  
FAX: (850) 868-1188

DUNSTON: (850) 654-4222  
FAX: (850) 654-4066

E-MAIL: AFMK@CYBERTRON.COM

PLEASE REPLY TO:

Ft. Walton Beach

June 23, 1998

Ronnie Bell  
Walton County Administrator  
P.O. Box 689  
DeFuniak Springs, FL 32435

Our Client: Environmental Waste Systems  
Subject: Franchise Extension Agreement  
Transfer Station Renewal Agreement

Dear Ronnie,

Please find enclosed a fully executed original of both the Franchise Extension Agreement for our client's solid waste collection franchise in Walton County and the Walton County Transfer Station Renewal Agreement. Please note that I have corrected the front page of the Franchise Extension Agreement in accordance with your instructions and have left the balance of that agreement unchanged as approved by the County Commissioners. The Transfer Station Renewal Agreement has been signed in the same form as originally forwarded to you and approved by the County Commissioners.

We appreciate very much your assistance and cooperation in the completion of these renewals and extensions. After you review the executed documents, please give me a call if you should have any questions.

Sincerely,  
ANCHORS, FOSTER, MCINNIS & KEEFE, P.A.

C. JEFFREY MCINNIS

c.c. Mike O'Brien  
George Ralph Miller  
John Van-Gessell

Appendix F - Waste Management

#  
98-2-16

## RENEWAL AGREEMENT

### WALTON COUNTY TRANSFER STATION HAULING/DISPOSAL SERVICES

THIS AGREEMENT is made effective as of the 1st day of June, 1998 by and between THE BOARD OF COUNTY COMMISSIONERS, WALTON COUNTY, FLORIDA (hereinafter referred to as "County"), a political subdivision of the State of Florida and WASTE MANAGEMENT, INC. OF FLORIDA d/b/a ENVIRONMENTAL WASTE SYSTEMS (hereinafter referred to as "Environmental Waste Systems") a Florida Corporation whose address is 108 Hill Avenue, Fort Walton Beach, Florida.

#### WITNESSETH:

WHEREAS, the County did enter into an Agreement with Environmental Waste Systems dated June 17, 1993 for the purpose of establishing the terms and conditions under which Environmental Waste Systems would receive and transport solid waste from the Walton County Transfer Station to the Springhill Regional Landfill; and,

WHEREAS, the initial term of the Agreement was for a period of five years commencing on June 17, 1993 with the Agreement providing for renewal for additional terms of five (5) years; and,

WHEREAS, Environmental Waste Systems has been satisfactorily performing the hauling and disposal services required thereunder; and,

WHEREAS, the County has determined that it would be in its best interest to renew and extend the Agreement for an additional term of five (5) years.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties do agree as follows:

1. That in accordance with Article V of the Agreement between the parties hereto whereby Environmental Waste Systems provides solid waste hauling and disposal services from the Walton County Transfer Station to the Springhill Regional Landfill, the Agreement shall be renewed and its term extended for an additional period of five (5) years from June 1, 1998 through May 31, 2003.

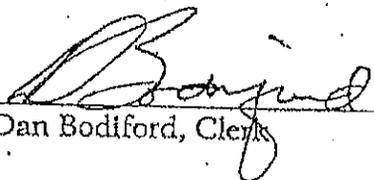
2. That except as expressly modified herein all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by the duly authorized officers, effective as of the date first above written.

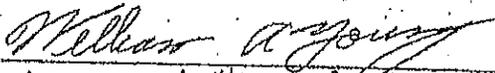
THE BOARD OF COUNTY  
COMMISSIONERS OF WALTON  
COUNTY, FLORIDA

ATTEST:

BY:

  
Dan Bodiford, Clerk

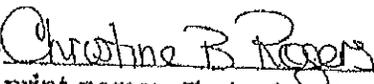
BY:

  
print name: William A. Young  
title: Chairman  
date: June 1, 1998

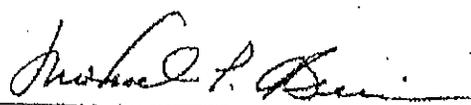
WITNESSES:

WASTE MANAGEMENT, INC. OF  
FLORIDA d/b/a ENVIRONMENTAL WASTE  
SYSTEMS

  
print name: E. Jeffrey McInnis

  
print name: Christine B. Rogers

BY:

  
Michael O'Brien - Division  
President/General Manager

renewal.agr