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GEORGIA AND TEXAS

CLIENT/MATTER NUMBER
061894-0108

March 7, 3003

VIA HAND DELIVERY

Alan Rosenzweig
Leon County Budget Director
301 S. Monroe Street, Suite 502
Tallahassee, FL

Re: Waste Management Contract For Services

Dear Mr. Rosenzweig:

As you are aware, Waste Management's current agreement with the county, specifically article 10, indemnifies the County. You inquired whether or not Waste Management would agree to include the City in that indemnification clause for use with the Transfer Station. I have discussed this matter with Waste Management and have been authorized to relay that they are in agreement to amend section 10.1.2 of the November 19, 1998 agreement with the County as follows:

10.1.2 Indemnification. The Contractor shall protect, defend, hold harmless and indemnify the County **and the City of Tallahassee** (hereinafter "the City") (including its elected officials, agents, representatives and employees) from and against any and all claims, damages demands, liabilities, losses, delays, fines, penalties, settlements, injuries and expenses of any kind or nature, including court costs and reasonable attorney's fees (including costs and fees for appeals, mediations, arbitrations, and administrative proceedings) (collectively "claims"), which in any way arise out of, result from or relate to the Contractor's failure to haul 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 or natural resources, including the loss of use resulting therefrom, or Pollution, or actual or alleged violations of Applicable Laws, and (b) is caused by an act, omission, or negligence of the Contractor, any Subcontractor, anyone employed by any of them, or anyone for whose acts any of them may be liable. The Contractor's obligations shall not be limited by, or in any way to, any insurance coverage, including but not limited to benefits payable under any Workers' Compensation acts, disability benefit acts, or other employee benefit acts, or by any provision in or exclusion or omission from any policy of insurance. The Contractor shall investigate, handle, respond to, provide a defense for and defend against any such claim at the Contractor's sole cost and expense, and shall bear any and all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. The Contract acknowledges that the first Five Thousand ($5,000.00) paid to the Contract pursuant to this

Agreement is in express consideration for the indemnification granted to the County **and the City** in this paragraph.

If the County **and/or the City** is entitled to be indemnified and defended by the Contractor in the manner described above and the Contractor fails to promptly assume and pay for the defense of any such claim, then the County **and/or the City** may contest or settle any such claim after notice to Contract and an additional opportunity to defend and the Contractor shall pay any and all sums expended by the County **and/or the City** in contesting or settling such claim (including costs, expenses, and attorney's fees). Any attorney or law firm hired by the Contract to defend or represent the County **and/or the City** with regard to any claim must first be approved in writing by the County **and/or the City** and not have a conflict with its representation of the County **and/or the City.** If the County **and/or the City** and the Contractor are defendants with regard to any claim and it is determined by the County **and/or the City** that there are or may be legal defenses available to the County **and/or the City** which are different from or in addition to those defenses available to the Contractor, or if it is determined by the County **and/or the City** that the County **and/or the City** has or may have a claim against the Contractor, then the County **and/or the City** shall have the right to select separate counsel to represent the County **and/or the City** and to assert the County's **and/or the City's** legal defenses and claims against the Contract. In such cases, the Contractor shall promptly pay all costs and expenses for the County's **and/or City's** defense or claim, when and as such costs and expenses become due and payable.

I hope that the above information is sufficient to move forward with the Contract between the County and City for the Transfer Station. If you need further information or clarification, please don't hesitate to contact me.

Very truly yours,

BATEMAN HARDEN

Frederick L. Bateman, Jr.

Cc: Monty Mathews, Waste Management