



**AMENDMENT 1 TO AGREEMENT FOR TRANSFER AND DISPOSAL OF  
SOLID WASTE  
SUMTER COUNTY, FL**

WHEREAS, Sumter County, a political subdivision of the State of Florida (the "County"), and Waste Service of Florida, Inc. ("Contractor"), entered into an Agreement for Transfer and Disposal of Solid Waste on July 12, 2005, and;

WHEREAS, on November 14, 2006 the parties agreed to extend the contract until July 31, 2015;

WHEREAS, the focus of operations at the Sumter County Solid Waste Facility (SCSWF) has changed from transfer station to Citizen's Drop Off Area (CDA);

WHEREAS, the parties wish to clarify and amend the July 12, 2005 Agreement for Transfer and Disposal of Solid Waste to incorporate current CDA operations and level of requirements for transfer and disposal of Solid Waste;

NOW THEREFORE, in consideration of the foregoing recitals and adopting same as if stated herein, the parties hereby further state and agree:

1. Article 4.1 Schedule of Operations, page 10, second paragraph of the original agreement is deleted and replaced with: "The contractor shall provide equipment and personnel to the SCSWF on an as needed basis to transport and dispose of Acceptable Waste, during the operating hours of the SCSWF. Notice of the need for personnel and equipment shall be made by the County to the Contractor at least 24 hours in advance of that need."
2. Article 5.3 Solid Waste Processing at the SCSWF, page 12, first paragraph, third sentence is deleted and replaced with: "The County, at its discretion, may divert incoming Solid Waste for recycling, composting, or similar processes or may dispose of that Solid Waste through other means acceptable means."
3. Article 5.5 Measurement of Solid Waste tonnage, page 12, is deleted in its entirety.
4. Article 5.6 Scale House Operations, page 13, is deleted and replaced with: "Under the new CDA concept, the scale house is no longer in normal daily use. The contractor shall provided tipping costs and copies of tipping tickets to the County with their monthly invoice, as verification of their weights. The County at its discretion may make the scale house available for weights prior to the departure of the Contractor's equipment from the SCSWF."
5. Article 5.7, Solid Waste Flow Control, page 13, first paragraph, second sentence is deleted and replaced with: "The County, at its discretion, may

divert incoming Solid Waste for recycling, composting, or similar processes or may dispose of that Solid Waste through other means acceptable means.”

6. Article 9.1 Performance and Payment Bond under General Conditions, page 20 of the original Agreement for Transfer and Disposal of Solid Waste is hereby stricken and no longer a requirement of this agreement.

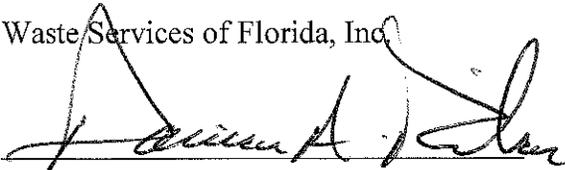
IN WITNESS THEREOF, the hands and seals of the parties this 17<sup>th</sup> day of August, 2011.

ATTEST: BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY,  
FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Don Burgess, Chairman

Waste Services of Florida, Inc.



By: DAMIANA A. RIBARI  
Title: DISTRICT MANAGER