

EXHIBIT A

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement") is entered into this ___ day of _____, 2006, between the City of Agoura Hills, a California municipal corporation ("City") and Consolidated Disposal Service, LLC, ("CDS"), a wholly-owned subsidiary of Republic Services, Inc.

RECITALS

A. Consolidated Disposal Service, LLC, ("CDS"), previously known as Las Virgenes Disposal Company, is a wholly-owned subsidiary of Republic Services, Inc. and is the authorized nonexclusive franchisee under an Agreement for Residential Solid Waste and Recyclable Materials Collection Services dated November 17, 1993, as thereafter amended ("Solid Waste Agreement"). CDS is also an authorized permittee under a Commercial Waste Hauler's Permit issued by the City for calendar year 2006.

B. USA Waste of California, Inc. ("USA Waste") is a wholly-owned subsidiary of Waste Management, Inc. and is the successor-in-interest to G.I. Rubbish, which was the original nonexclusive franchisee under an Agreement for Residential Solid Waste and Recyclable Materials Collection Services dated November 17, 1993, as thereafter amended. USA Waste is also performing services under a Commercial Waste Hauler's Permit that was issued by the City to its parent company, Waste Management, Inc., for calendar year 2006.

C. By letter dated March 29, 2006, CDS and USA Waste notified the City that they had entered into an agreement providing for the sale and transfer to USA Waste of CDS' residential accounts and commercial bin accounts in the City.

D. This Agreement authorizes the cessation of all residential solid waste collection services by CDS under the Agreement dated November 17, 1993, as amended, and the cessation of collection of commercial bin accounts by CDS under the Commercial Waste Hauler's Permit issued by the City for calendar year 2006.

THE PARTIES AGREE AS FOLLOWS:

1. In accordance with the provisions of Section 9.1 of the Solid Waste Agreement, City consents to the sale and transfer to USA Waste of CDS' residential accounts and to the cessation of all services by CDS under the Solid Waste Agreement effective upon the closing of the transaction between CDS and USA Waste. Because the residential accounts that will be acquired by USA Waste will be subject to an agreement that is substantially identical to the Solid Waste Agreement between the City and CDS, the City is not requiring that the Solid Waste Agreement with CDS be assumed by USA Waste.

2. Upon the cessation of all services by CDS under the Solid Waste Agreement, CDS must complete the performance of all executory obligations under that agreement, including the following:

(a) The compilation and submission of the quarterly written reports required by Section 3.14 (“Reporting”) of the Solid Waste Agreement through the end of the calendar quarter, or a portion thereof, in which services are terminated.

(b) Compliance with the audit requirements required by Section 3.15 (“Financial Statement”) of the Solid Waste Agreement, if any such audit is requested by the City within 60 days after all payments have been made to the City as required under the provisions of the Solid Waste Agreement.

(c) Payment to the City of all administrative fees required by Section 3.16(A) (“Administrative Fees”) of the Solid Waste Agreement through and including the calendar month in which services are terminated by CDS.

(d) Submission of the quarterly report required under Section 3.16(B) (“Recyclable Material Sales”) of the Solid Waste Agreement regarding the sale of all recycled or recyclable materials collected during the preceding quarter, or portion thereof, and the use of one-half of the net revenue that is returned to the Curbside Recycling Program.

(e) Payment to the City of the residential surcharge required under Section 7.1(D) (“Residential Surcharge”) of the Solid Waste Agreement that is collected during the calendar quarter, or portion thereof, in which services are terminated by CDS.

3. Until CDS has satisfied all executory obligations set forth above in Section 2, City will retain the \$25,000 faithful performance bond that is required by Section 3.20(B) of the Solid Waste Agreement. City will release this faithful performance bond upon written notice from CDS that all executory obligations set forth above in Section 2 have been satisfied, and upon City’s verification of CDS’ performance. Upon City’s release of the faithful performance bond, the Solid Waste Agreement will be deemed to have been terminated by the parties.

4. Effective upon the closing of the transaction between CDS and USA Waste, City consents to the sale and transfer to USA Waste of all commercial bin accounts that are currently serviced by CDS under the authority of the Commercial Waste Hauler’s Permit issued by the City for calendar year 2006. The parties acknowledge and agree that these commercial bin accounts will be serviced by USA Waste under a substantially identical Commercial Waste Hauler’s Permit issued by the City to USA Waste for calendar year 2006.

5. This Agreement will become effective on the date that it is signed by the City’s authorized representative. It is the intention of the parties that CDS will first execute this Agreement and then submit it to the City. The City Clerk will insert the effective date in all counterparts of this Agreement, attest to their execution by an

authorized officer of the City, and transmit one or more fully executed counterparts to CDS.

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below the authorized signature.

APPROVED AS TO FORM:

CITY OF AGOURA HILLS

Craig Steele, City Attorney

By: _____
Denis Weber, Mayor

ATTEST:

CONSOLIDATED DISPOSAL
SERVICE, LLC,
a California limited liability company

Kimberly M. Rodrigues, City Clerk

APPROVED AS TO FORM:

By: _____
Title: _____
Date: _____

Corporate Counsel