

TEMPORARY LABOR SERVICES AGREEMENT

This Temporary Labor Services Agreement ("Agreement") is made and entered into by and between Allied Waste North America, Inc., a subsidiary of Republic Services, Inc., doing business as Rabanco, 2733 3rd Ave. South, Seattle, WA 98134 ("Client"), and Leadpoint Business Services, LLC. With its principal office located at 5450 E. High Street, Suite 200 Phoenix, AZ 85054 ("Agency").

1. **General Scope of Services.** During the Term of this Agreement, from time to time as requested by Client, Agency shall furnish to Client full- and/or part-time personnel ("Personnel") to assist Client in the orderly operation of its business. Agency acknowledges that Client conducts its business directly and through its direct and indirect subsidiaries, and that the Personnel Agency furnishes under this Agreement will be furnished to Client and its direct and indirect subsidiaries, and the various Divisions within each, as Client directs. Agency is an independent contractor of Client, and this Agreement shall not be construed as creating a partnership or joint venture between Agency and Client. Agency shall not provide Personnel for the following positions: drivers, heavy duty operators, spotters, or scale operators. In addition, Agency shall not provide Personnel for positions involving the handling of cash or sensitive information unless such Personnel comply with relevant procedures and controls established by Client, in its sole discretion.

2. **Term.** The term of this Agreement shall begin on August 2, 2010 and shall end when terminated by either party in accordance with this paragraph ("Term"). Either party may terminate this Agreement at any time by giving 30 days prior written notice to the other party in accordance with Paragraph 18. In the event that one party breaches any of the provisions set forth in this Agreement, the non-breaching party may terminate this Agreement by providing written notice to the breaching party in accordance with Paragraph 18. Upon termination of this Agreement, Agency shall return to Client any Confidential Information in the possession of Agency or any of its Personnel. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraphs 9-11, 13-15, 17, and 18 shall survive the termination of this Agreement.

3. **Rates and Payments.** Client agrees to pay Agency's fees for services rendered under this Agreement as specified in Exhibit A. Although Agency solely determines the pay rates paid to its Personnel, Agency shall not, without Client's prior approval, pay a pay rate in excess of the pay rate for full-time employees of Client who perform similar tasks. . The method for calculating the overtime time bill rate as set forth in Exhibit A is as follows: bill rate for the applicable position x 1.5 = overtime time bill rate. If Client so requests, Agency shall provide an on-site coordinator for any amount of Personnel provided over 50, at no additional charge to Client, to coordinate the work of Agency Personnel.

Agency shall send a weekly fee invoice to each Division of Client or its subsidiaries to which Personnel were referred in the previous week, and, subject to Paragraph 6, the Division billed shall pay each invoice net thirty (30) days. Agency shall attach to the weekly fee invoice copies of the signed summary of hours of services rendered (as required in Paragraph 6). In addition, Agency shall send a monthly report to Supervisor, Employment Services, Human Resources Department, 18500 North Allied Way, Phoenix, AZ 85054, in the format set forth in Exhibit B, unless an alternate format is authorized by Client. Any accrued and unpaid fees due to Agency as of the date this Agreement is terminated shall be paid by Client to Agency within 70 days following the termination date.

4. Agency's Responsibility for Personnel. Agency is the sole employer of the Personnel supplied by Agency pursuant to the terms of this Agreement. Nothing contained in this Agreement shall be construed as creating an employment relationship between Client, any direct or indirect subsidiary of Client, or any Division of Client or any subsidiary, on the one hand, and any of Agency's Personnel, on the other hand.

Agency will recruit, interview, test, select, hire, and train the Personnel to be assigned to perform work for Client as agreed to herein at no cost to Client. Prior to referral of Personnel to Client, Agency shall ensure that its Personnel have the appropriate qualifications (including certification and training), consistent with all applicable laws and instructions from Client, to perform the general duties of the assigned position. If the position requires any knowledge or ability that is particular to Client's operation, upon agreement between the parties, Client will provide training in that specific area. Agency also shall be solely responsible for completing documents required by federal and state law for purposes of verifying that all Personnel are legally authorized to work in the United States. Client shall have the right to request that the Personnel supplied by Agency meet or exceed Client's own standard selection procedures and tests. Agency shall ensure that its Personnel are able to perform the essential functions of the duties required by Client, with or without a reasonable accommodation. If an accommodation is necessary, Agency and Client will be responsible for all costs, if any, associated with the provision of such an accommodation. Agency will make reasonable efforts to not refer to Client Personnel who previously were employed by Client and who were discharged and are not eligible for rehire according to Client's computer database or written records. Such efforts must include, but not be limited to, asking Personnel if they were previously employed by Client and verifying with Client that all Personnel provided are eligible to perform work for Client. Should Agency refer any such Personnel without knowledge of their ineligibility for rehire, Agency agrees to immediately cease referral to Client of such Personnel once Client has made Agency aware of their status.

Personnel shall not be assigned to Client for a period of more than six months commencing on the date such Personnel was first assigned to Client, or the date such Personnel was reassigned to Client pursuant to the terms of this Agreement. Personnel will not be eligible to be reassigned to Client for one year from the earlier of (i) the last day worked during the applicable six-month period or (ii) the last day of the applicable six-month period.

Prior to referral of Personnel to Client, Agency shall ensure, in a manner consistent with applicable law, that (i) such Personnel referred to Client have passed, at a minimum, a five-panel urinalysis drug screen, or similar testing as agreed to in writing with Client's safety, legal and commercial group and (ii) Agency has verified each Personnel's social security number with the Social Security Administration as required by law. To the extent permitted by applicable law, any Personnel previously referred to Client must have passed, at a minimum, a five-panel urinalysis drug screen prior to being referred to Client on any subsequent date in the event that the applicable Personnel was not assigned to Client for a period of thirty days or more. The five-panel urinalysis drug screens described above must be administered within the 30 days prior to the applicable Personnel being referred to Client. Agency will be responsible for all costs associated with drug screening and social security number verification. Agency will not refer to Client Personnel who did not successfully complete the drug screen and/or whose social security number was not verified with the Social Security Administration as permitted by law. Upon written request of Client, Agency will provide Client with a written certification for all Personnel referred to Client attesting that such Personnel have successfully passed the aforementioned drug screen and social security verification process. Further, Agency shall obtain from Personnel referred to Client a written acknowledgement that they understand they are obligated to perform services for Client free from the effects of alcohol and illegal drug use. Agency shall maintain

such written acknowledgments during the Term of this Agreement. If requested by Client at any time during the Term of this Agreement or upon termination of this Agreement, Agency shall provide Client with a copy of all such written acknowledgments. After referral of Personnel to Client, Agency shall ensure, in a manner consistent with applicable law, that all Personnel placed with Client (including, but not limited to, Personnel assigned to Client as of the date of this Agreement) report for and remain at work free from the effects of alcohol and illegal drug use and in condition to perform assigned duties. With respect to all Personnel assigned to Client on the date of this Agreement, Agency shall ensure, to the extent permitted by, and in a manner consistent with, applicable law, that (i) all such Personnel pass a five-panel urinalysis drug screen administered within 30 days after the date of this Agreement, and (ii) each Personnel's social security number is verified with the Social Security Administration. Upon written request of Client, Agency will provide Client with a written certification that all Personnel assigned to Client on the date of this Agreement have successfully passed the drug screen and social security verification process.

Agency has the sole responsibility to counsel, discipline, review, evaluate, determine pay rates, and terminate the Personnel assigned pursuant to this Agreement. Notwithstanding the foregoing, Client reserves the right to ensure that Personnel performing services for Client do so free from the effects of alcohol and illegal drug use, and Client maintains the right to reject or discontinue the use of Personnel as set forth in Paragraph 7.

Agency shall maintain all necessary payroll and personnel records. Agency is fully and solely responsible for all payments whatsoever required to be made to or with respect to Personnel including, without limitation, all wages and salaries (including overtime and any bonuses), all benefits (including health insurance, medical payments, life insurance, and/or retirement benefits), all federal, state and local payroll taxes, and all worker's compensation insurance and unemployment coverage and payments. In addition, in accordance with Paragraph 17, Agency shall indemnify and hold Client harmless from and against any penalty, claim, suit, liability, deficiency or damages (including reasonable attorney's fees) arising in any manner out of Agency's failure to make such payments. Client shall have no obligation whatsoever to make any payment to or in respect of any Personnel. Rather, Client is responsible solely for paying Agency's fees in accordance with Paragraph 3. Agency's fees include, and Agency shall be liable for, all taxes, excises, assessments, and other charges levied by any governmental agency on, or because of, the services performed hereunder, and any materials, equipment, services, or supplies furnished or used in performance of services under this Agreement. Personnel shall not be eligible to participate in any employee benefit plans, programs, or arrangements offered by Client to its employees.

5. Safety and Training. For each job category described in a Statement of Work (SOW) attached hereto as an exhibit or addendum, Agency shall use its best efforts to ensure that Personnel review Client's safety training ("Safety Policy,") applicable to said job category, which performance shall be measured per KPI Amendment A attached hereto and incorporated herein by this reference. Agency shall provide Personnel performing duties Client deems (in a writing provided to Agency) to be safety sensitive with a copy of the Safety Policy and shall require its Personnel to comply with any and all of Client's applicable safety policies, procedures and training requirements as set forth in the Safety Policy. Further, if Client has provided Agency with a safety-training program applicable to the position to which Personnel are being referred, Agency agrees to provide the training to its Personnel. For all Personnel performing duties Client deems to be safety sensitive, Agency shall obtain a written acknowledgement from Personnel that Personnel have read, understand and agree to comply with the Safety Policy and, if applicable, that they have reviewed the safety materials provided in the training and understand the safety standards described therein. Agency shall maintain such written

acknowledgments during the Term of this Agreement or for three (3) years. If requested by Client at any time during the Term of this Agreement or upon termination of this Agreement, Agency shall provide Client with a copy of all such written acknowledgments. Notwithstanding Agency's responsibility to discipline Personnel pursuant to Paragraph 4, Client reserves the right to enforce the Safety Policy provided to Personnel.

At Agency's own expense, Agency shall require its Personnel to wear all personal protective equipment, (such personal protective equipment shall be limited to hard hats, steel toed boots, gloves, ear and eye protection, and safety vests as requested by Client or required by applicable law), as necessary for the work to which Personnel are being referred as set forth in the applicable SOW. If the position to which Personnel are assigned requires any knowledge or ability that is particular to Client's operation, upon agreement between the parties, Client will provide training in that specific area. Agency shall use its best efforts to ensure that Personnel are wearing proper attire, as requested by individual Client locations; performance of which will be measured by KPI Amendment A.

Agency will require its Personnel to attend all meetings regarding safety issues that relate to the work performed by Personnel for Client. Further, Agency will require its Personnel to sign an attendance sheet for any such meetings attended. In addition, Agency will notify its Personnel that all accidents occurring while performing services for Client must be reported immediately to a member of Client's management. Agency will demand that its Personnel report all such accidents immediately to Agency, and Agency in turn agrees to inform Client's local management of all such reports as soon as Agency becomes aware of an accident.

6. Personnel Information. It is the responsibility of each of the Personnel assigned to Client to provide Agency, on a weekly basis and on forms which Agency shall supply, a summary of the hours of services rendered by each of the Personnel during the preceding week. Personnel must obtain the signature of an authorized representative from Client attesting to the accuracy of the summary on all forms claiming compensation for hours of services rendered on behalf of Client. Client reserves the right to refuse payment to Agency for any time claimed for payment for which Personnel failed to obtain a signature from an authorized representative of Client.

7. Personnel Changes. Client may reject any Personnel, and Client may discontinue the use of any Personnel for any or no reason. After notice of such rejection is given, Client shall thereafter have no obligation to use the services of such discontinued Personnel. If Client discontinues the use of any Personnel within eight (8) hours of the Personnel first commencing services for Client, Agency will not bill Client for any services performed by or charges related to that Personnel in addition, will promptly replace personnel to avoid service disruption. In addition, Client shall not be responsible for any Agency charges for discontinued Personnel for periods after such discontinuance or for any of Agency's financial obligations to or with respect to such discontinued Personnel occurring after or as a result of such discontinuance. If any Personnel ceases to perform work before the end of a scheduled shift for which the Personnel has been referred, Agency will not bill Client for the services provided by such Personnel for that day unless such Personnel was replaced within a time frame deemed acceptable to Client.

8. Client's Hiring Personnel. With Agency's prior consent, Client may hire any Personnel as an employee of Client for no additional fee to Agency. Following the actual hire/start date of the individual, that person shall no longer be considered part of the Personnel supplied by Agency pursuant to this Agreement, and Agency shall no longer be considered the employer of such person. Rather, Client shall be considered the sole employer of such person. Otherwise, if Client hires

any Agency Personnel as a direct employee without Agency's prior consent, or retains any Agency Personnel as an independent contractor, or through any person or firm other than Agency during or within 180 days any assignment of the affected Agency Personnel to Client from Agency, Client shall notify Agency immediately and continue the Agency Personnel's assignment through Agency for up to 180 days; or alternatively may pay Agency a fee in the amount of \$2000.00 per Agency Employee.

9. **Insurance.** Agency agrees at all times during this Agreement to maintain in full-force and effect at least the following insurance coverages:

<u>Coverages</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Comprehensive General Liability, Including Bodily Injury, Property Damage and Contractual Liability	\$1,500,000 each occurrence \$5,000,000 general aggregate \$5,000,000 aggregate
Products/completed operations aggregate	\$1,000,000 each occurrence
Automobile Liability, Including Bodily Injury and Property Damage	\$5,000,000 each occurrence
Excess Liability (Umbrella Form)	\$5,000,000 aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Client. Client and its affiliates shall be shown as an additional insured on all policies except the Workers' Compensation policy. The fact that insurance is obtained by Agency shall not release or diminish the liability of Agency, including liability under the indemnity provisions of this Agreement.

The additional insured endorsement shall not limit coverage for Client to liability that is derivative of the liability of Agency, its agents or employees, but shall provide coverage to Client for any claim or liability arising from or relating to this Agreement or work performed in accordance with this Agreement. The Workers' Compensation insurance maintained by Agency shall extend to all workers' compensation claims made by its Personnel, without regard to whether the Personnel names Agency or Client as the employer in the claim.

All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Insurance certificates evidencing the above requirements shall be furnished by Agency to Client before commencing Services and provide for not less than 30 days prior notice to Client of any cancellation or non-renewal of the policies. In addition, the following requirements apply:

The Commercial General Liability policy must include Contractual Liability coverage specifically covering Agency's Indemnification of Client.

Any liability policy shall also contain a Cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

If Agency fails to pay any premium when due, Client, in its sole discretion, may pay the same and Agency shall reimburse Client for the full amount of such premium within five business days after Client's payment. If reimbursement is not made within such period, Client may deduct the full amount from the next payment(s) Client is required to make to Agency under this Agreement.

Insurance similar to that required for the Agency shall be required by Agency of any subcontractors to cover their operations performed under this Agreement. The Agency shall be held responsible for any modifications in these insurance requirements as they apply to subcontractors, unless such modifications have the Client's approval.

10. Waiver of Subrogation. Agency hereby agrees to waive any and all rights of subrogation it may have against Client by virtue of any claims which may arise as a result of services performed in connection with this Agreement, and all policies of insurance herein shall be so endorsed. Agency also hereby agrees to obtain from its insurance carrier(s) a waiver of subrogation in favor of Client. Agency hereby agrees to waive any and all rights of subrogation it may have against Client by virtue of any claims which may arise as a result of services performed in connection with this Agreement, and all policies of insurance herein shall be so endorsed. Agency also hereby agrees to obtain from its insurance carrier(s) a waiver of subrogation in favor of Client.

11. Protecting Client's Interests. Agency agrees that, in performing its obligations under the terms of this Agreement, Agency and its Personnel will act at all times in the best interests of Client and will not commit any act or make any statement, oral or written, that would injure Client's business, interests or reputation.

12. No Service Interruption; Injunctive Relief. Agency agrees and acknowledges that Client is relying upon Agency and the Personnel it provides to assist in the orderly operation of Client's business and in fulfilling Client's contractual obligations to its customers. Accordingly, as a material inducement to Client to enter into this Agreement, Agency agrees that, for all services at all sites and Divisions of Client covered by this Agreement, Agency shall not stop, interrupt, or diminish the provision of any Personnel or service under this Agreement, even in the event of a non-material payment or service dispute between Agency and Client. Should a payment or service dispute arise, Agency agrees that it must notify Client's designated representative in writing with details as to the exact nature of the dispute. Agency further agrees that, unless otherwise instructed in writing by Client, Agency must continue to provide the Personnel to Client under this Agreement for a minimum of sixty (60) days following Client's receipt of the dispute notice, and for a reasonable time thereafter (the "Waiting Period") if Client is endeavoring in good faith to resolve the dispute to both parties' mutual satisfaction. Upon conclusion of the Waiting Period, as extended, Agency and Client may determine that an alternative vendor of temporary labor services should be put in place; Agency agrees to cooperate with any such change in the temporary labor services vendor, but without prejudice to any other rights it may have under this Agreement.

If Agency or its Personnel commits a breach, or threatens to commit a breach, of any of the provisions of this Paragraph 12, Client shall have, in addition to any other rights and remedies at law or in equity, each of which shall be independent of the other and severally enforceable, the right to have the provisions of this Agreement specially enforced by any court of competent jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to Client and that money damages will not provide an adequate remedy to Client. In the event that Client is forced to pursue injunctive relief under the terms of this Paragraph, Agency waives any requirement that Client post a bond in order for the injunction to take effect.

13. Confidential Information. Both Parties agree that it and its Personnel will maintain in confidence all of the other Party's Confidential or Trade Secret Information. Both Parties shall take all reasonable steps to prevent unauthorized use, disclosures, dissemination, or publication of Client's Confidential or Trade Secret Information; shall not disclose such information, directly or indirectly, to any third party; and shall not use such information other than in connection with the duties assigned to Agency and its Personnel hereunder. Upon termination of this Agreement, all Confidential or Trade Secret Information, and all copies thereof, in either Party's possession will be promptly returned to the disclosing Party or destroyed. Both Parties shall insure that all Personnel who are involved with this Agreement are aware of the provisions of this Paragraph and the Personnel's responsibilities hereunder. Upon either Party's request, the other Party shall have each of its Personnel covered by this Agreement execute an acknowledgment of these confidentiality undertakings. In the event that either Party becomes legally compelled to disclose any Confidential or Trade Secret Information, it will provide the other Party with 30 days advance notice of the required disclosure.

"Confidential Information" shall mean all information, whether in tangible form or communicated orally, that is learned or developed by either Party or its Personnel in the course and performance of their duties under this Agreement (a) which is labeled or stamped "Confidential" (or words to that effect), (b) which is of the type employees have been instructed to maintain as confidential, or (c) regardless of whether so marked or instructed, which concerns the Client's or Agency's products or services (existing or potential), business affairs, pricing, suppliers, customers, routes and distributors, including without limitation, computer hardware and software (in existence or under development); pending patent applications; technical, sales and business reports; technical or research notebooks; manufacturing techniques and processes; facility lay-out and equipment and information; and data, whether owned by Client, Agency or a third party, relating to the Client's or Agency's activities. "Trade Secret Information" shall have such meaning as defined by applicable state law.

This Paragraph 13 shall remain in full force and effect and survive termination of this Agreement and shall be enforceable against either Party and its Personnel, whether or not such Personnel remain employed by the Party. If either Party or its Personnel commits a breach, or threatens to commit a breach, of any of the provisions of this Paragraph 13, the other Party shall have, in addition to any other rights and remedies at law or in equity, each of which shall be independent of the other and severally enforceable, the right to have the provisions of this Agreement specially enforced by any court of competent jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the disclosing Party and that money damages will not provide an adequate remedy. In the event that a Party is forced to pursue injunctive relief under the terms of this Paragraph, the other Party waives any requirement that the Party seeking enforcement post a bond in order for the injunction to take effect.

14. Client's Books and Records. Agency expressly agrees that all books and records relating in any manner whatsoever to the business of Client, and all other files, books and records and other material owned by Client or used by it in connection with the conduct of this Agreement, whether prepared by Agency Personnel, contract employees or otherwise coming into Agency's possession, shall be the exclusive property of Client regardless of who actually prepared the original material, books or records. All such books and records and other materials shall be returned immediately to Client upon the termination of Agency's services. This Paragraph 14 does not encompass any payroll, benefits or other personnel documents or records pertaining solely to the employment relationship between Agency and its Personnel.

Client shall be entitled to examine Agency's books and records pertaining to the Personnel, Agency's obligations and duties under this Agreement, and all services rendered by

Agency or the Personnel under this Agreement, at any time for purposes of auditing compliance with this Agreement, or otherwise.

15. Compliance with Laws. In the performance of its obligations hereunder, Agency agrees to comply with all applicable federal, state, provincial and local laws, ordinances, and statutes, and all lawful orders, rules and regulations of any constituted authority, including but not limited to, social security and income tax withholding laws, employment compensation laws, fair employment practices, anti-discrimination laws, immigration laws, transportation laws, environmental laws, and safety, health and working conditions laws with respect to all Personnel.

Without limiting the foregoing, Agency acknowledges that by entering into this Agreement, Agency may be subjecting itself to the requirements of Section 503 of the Rehabilitation Act, 29 U.S.C. § 793, ("Section 503"), the Vietnam Era Veterans Readjustment Assistance Act, 38 U.S.C. § 4212, ("VEVRAA"), and the Executive Order 11246 of September 24, 1965 ("Executive Order"), which impose certain requirements concerning anti-discrimination and affirmative action.

In performing this Agreement and during the Term of the Agreement, Agency and Client agree to comply with the following:

- a. Agency and Client will not discriminate against any Personnel or applicants because of race, color, religion, sex, citizenship, national origin, handicapped/disabled status, veteran status, or because of any other status protected by law. Agency and Client will act to ensure that applicants are employed and that Personnel are treated during employment without regard to their race, color, religion, sex, citizenship, national origin, handicapped/disabled status, veteran or other protected status. Such action shall include but not be limited to the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation and selection for training, including apprenticeship. Agency agrees to post in conspicuous places, available to Personnel and applicants, notices informing Personnel and applicants of these anti-discrimination provisions.
- b. In all solicitations or advertisements for employees placed by or on behalf of Agency with Client, Agency shall include a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, citizenship, national origin, handicapped/disabled status, or veteran or other status protected by law.
- c. Agency will comply with all applicable provisions of Section 503, the VEVRAA, the Executive Order, and with all applicable rules, regulations and relevant orders of the Secretary of Labor.
- d. Agency will take affirmative steps to provide Client Personnel who are diverse in their racial backgrounds, gender, and handicapped/disabled or veteran status.

In the event of Agency's noncompliance with the provisions set forth in this Paragraph 15 or with any applicable nondiscrimination laws, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

16. Representations and Warranties. Agency represents and warrants that it has all necessary permits, licenses and other forms of documentation, and that its Personnel have received all training agreed to in any SOW attached hereto as an exhibit or addendum. Agency further represents and warrants that all Personnel are qualified and able to perform the duties and tasks for which they have been requested by Client. Upon Client's request, Agency shall furnish copies and/or evidence to Client of such training and qualifications.

17. Indemnification. Agency agrees to defend, hold harmless and unconditionally indemnify Client, Client's Affiliates (as defined in Section 9 above), and all of their respective officers, directors, employees and former employees, and agents (collectively, "Client Indemnified Parties") from and against all direct and indirect losses, claims, demands, actions, causes of action, liabilities, suits, debts, costs, expenses (including attorneys' fees, court costs, and expenses of investigation), penalties, fines, assessments and damages (collectively, "Losses") Client may at any time suffer or sustain or become liable for by reason of any accidents, damages, violations, injuries, illness or diseases (including injuries, illness or diseases resulting in death) either to the employees or property or both of Agency or Client, or to any other person or entity (including any civil or criminal fine, penalty or assessment levied by any local, state or federal governmental entity), in any manner caused by, resulting or arising from or related to: (i) Agency's breach of this Agreement, (ii) negligent actions or failures to act by Agency or its Personnel or agents, or (iii) the negligent work performed by Agency, its Personnel or agents in relation to this Agreement, (iv) Losses asserted against any Client Indemnified Party by or on behalf of any Agency Personnel or any of their family members, heirs or assigns, where such Losses are caused in whole or in part by any actions of any third party or of any Agency Personnel; provided, however, that Agency shall have no obligation to defend, hold harmless, and indemnify for any Losses that are caused solely by the actions, failure to act, negligence, fault or strict liability of any Client Indemnified Party. Agency's obligations under this Agreement shall survive the expiration, termination or non-renewal of this Agreement.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 45 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter. The Indemnified party shall have the sole right to designate the attorney or law firm subject to any restrictions or requirements of client's insurance carrier that will defend and represent it in regard to any suit, claim, or action referred to in this Paragraph 17. The Indemnifying Party shall pay all fees and costs incurred in defending any such suit, claim, or action and shall participate and cooperate fully in the defense of any such claim asserted against the Indemnified Party. The term "attorneys' fees" includes attorneys' fees and costs incurred by or on behalf of the Indemnified Party in establishing the right to defense or indemnity under this Paragraph 17.

With the exception of the party's indemnification obligations as set forth above, neither party shall be liable to the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

18. Notices. Any notice or communication required or permitted in connection with this Agreement shall be in writing and shall be deemed to have been given when delivered by hand, facsimile (confirmation received), or certified U.S. mail (postage prepaid) to the individual, number and/or address set forth below (provided that notice of a change of number or address shall be deemed given only when received):

If to Agency:

Attention: _____
Leadpoint Business Services, LLC. 5450 E.
High Street, Suite 200
Phoenix, AZ 85054

If to Client:

Supervisor, Employment Services
Republic Services Procurement Inc.
18500 North Allied Way
Phoenix, AZ 85054

General Counsel
Republic Services Inc.
18500 North Allied Way
Phoenix, AZ 85054

Either party may change the name, number or address to whom notice to that party should be directed by providing the appropriate written notice to the other party in the manner specified in this Paragraph 18.

19.Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe the provisions herein.

20.Entire Agreement; Severability. This Agreement (including any exhibits hereto) constitutes the entire agreement and understanding between the parties and supersedes any prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be modified or supplemented by the parties only if done in writing and signed by an authorized representative of each party. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

21.Construction. The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally as to the parties, and not for or against either party.

22.Assignment. Client may assign this Agreement in whole or in part to one or more of Client's Affiliates. If Client is consolidated with or merged into, or if all or a part of its assets are transferred to, another entity or corporation carrying on all or a substantial part of Client's business ("Successor"), Client may assign this Agreement to the Successor. Agency shall not assign or subcontract this Agreement without the express advance written approval of an authorized representative of Client. Any attempted assignment or subcontract by Agency without Client's advance written approval shall be null and void.

23. Applicable Law. The parties agree that this Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Arizona, without regard to any State's laws governing conflicts in or choice of law. Any action arising hereunder shall be brought exclusively in the federal or state courts in Maricopa County, Arizona, and the parties expressly waive any objection to the action being brought or pursued in this forum.

24. **Attorneys' Fees.** If an action is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of any such action from the non-prevailing party, including reasonable attorneys' and expert witness fees and all costs, whether considered taxable or non-taxable, in addition to all of the rights and remedies available at law.

25. **Waiver of Breach.** The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by either party. No waiver shall be valid unless it is in writing and signed by an authorized officer of the party granting the waiver.

26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

27. **Non-Exclusive Arrangement.** The relationship between Client and Agency is not exclusive and Client retains the right to contract with entities other than Agency for the provision of temporary labor services to Client.

Dated: 11/24/10

CLIENT: Allied Waste North America, Inc.

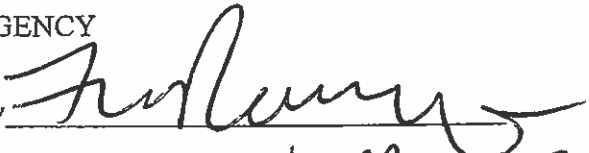
By 

Printed Name: Pete Kaula

Title: AREA PRESIDENT

Dated: 23-Aug-10

AGENCY

By 

Printed Name: Franko Mamick

Title: president

**Exhibit A
Rate Schedule**

Republic Services, Rabanco

Bill Rates August 2, 2010 through August 1, 2011

- 1) Bill Rate Mark up: 40.0% on regular time and;
- 2) Over time and Double time mark up on wage: 40.0%

Example:

Regular Time Example: \$8.55 (RT wage) X 1.40 = \$11.97 (bill rate);

Over Time Example: \$12.83 (OT wage) X 1.40 = \$17.96 (bill rate)

Payment Terms

Net 30 days on receipt of invoice

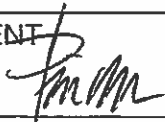
Workers Compensation Rate Increase Provision

Client agrees to pay any MANDATORY state base rate increases in workers compensation premium. The increase rate(s) is/are not subjected to bill rate mark ups and will be directly applied to the bill rate.

Example:

(WC Rate Increase) 0.16 per hour + (Current RT Bill Rate) \$11.97 = (New Bill Rate) \$12.13

(WC Rate Increase) 0.16 per hour + (Current OT Bill Rate) \$17.96 = (New Bill Rate) \$18.12

CLIENT

Signature
PETE KELLER
Printed Name
AREA PRESIDENT
Title
11 Aug 10
Date


LEADPOINT

Signature
Frank P Ramirez
Printed Name
President
Title
8-23-10
Date

Exhibit B
Benefits Waiver for CWF Employees

Agreement and Waiver

In consideration of my assignment to CLIENT by LEADPOINT, I agree that I am solely an employee of LEADPOINT for benefits plan purposes and that I am eligible only for such benefits as LEADPOINT may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by LEADPOINT and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.



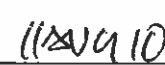
_____ EMPLOYEE	_____ WITNESS
 _____ Signature	_____ Signature
 _____ Printed Name	_____ Printed Name
 _____ Date	_____ Date

Exhibit C Leadpoint Workforce Performance Metrics

1. It is the intent of the Parties that Agency will supply all necessary Personal to Rabanco for sorting line positions for Rabancos operation of the Facility. The number of Personal required to provide sorting line positions shall be exclusively in the judgment of Rabanco subject to its ability to meet the obligations of Rabanco in the operation of the Facility.
2. Agency agrees to provide sufficient personnel to ensure quality performance in meeting each customer's quality specifications per material grade, to meet the productivity standards required by Rabanco, and to comply with all reasonable procedures established by Rabanco in connection with the services to be provided under this agreement.
3. This Agreement may be terminated at any time and for no reason by Rabanco at its convenience, and, in such an event, the Agency will be paid within (10) days on receipt of final invoice for services rendered up until the point of termination.
4. Clients Hiring Personnel – There will be no fee at any time. We will notify Agency immediately

pm
11/20/10
FM
08/23/10



Minimum Wage Increase and Workers Compensation Base Rate Increase Rate Schedule – Addendum 01-01-2012

REPUBLIC SERVICES, Seattle, WA – Rabanco

- A) Minimum Wage increase from \$8.67 to \$9.04
- B) State Worker Compensation Base Rate Increase - \$0.06
- C) Bill Rates January 1, 2012 through August 1, 2012
 - 1) Bill Rate Mark Up: 43.45% on regular time
 - 2) Overtime and Double time Mark Up: 42.35%
 - 3) Regular time example \$9.04 (RT wage) X 1.43.45 = \$12.97 (bill rate) + \$0.06 WC increase = **new bill rate \$13.03 – new mark up 44.15%**
 - 4) Overtime example: \$13.56 (OT wage) X 1.4235 = \$19.30 (bill rate) + \$0.06 WC increase = **new bill rate \$19.36 – new OT mark up 42.75%**

Payment Terms

Net 30 days on receipt of invoice

IN WITNESS WHEREOF, this agreement has been duly executed by Leadpoint Business Services and CLIENT on the dates set forth below.

Republic Services

Don Zimmerman
Signature

DON ZIMMERMAN
Printed Name

OPERATIONS MANAGER
Title

1-24-2012
Date

Leadpoint Business Services

Frank P Ramirez
Signature

Frank P Ramirez
Printed Name

President
Title

1-4-12
Date

State of Washington
 Department of Labor and Industries
 PO Box 44140
 Olympia WA 98504-4140

Not a bill.

12-05-11

Policyholder
LEADPOINT BUSINESS SERVICES
 5450 EAST HIGH STREET STE 200
 PHOENIX AZ 85054

Rate Notice: WA Workers' Compensation

Effective Date:	January 1, 2012
Experience Period:	July 1, 2007 - June 30, 2010
WA Unified Business Identifier (UBI):	602 477 098
L&I Account ID:	090,978-01
Your account manager's phone number:	(360)902-4875
Your experience factor:	0.8472

These are your rates for: 2012

Pay your premiums online: www.QuarterlyReports.Lni.wa.gov Use PAC code: 34465310

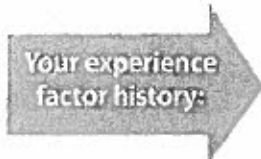
Need help understanding this notice? Call your account manager at the phone number shown above.

Have a payroll? Send them a copy of this notice.

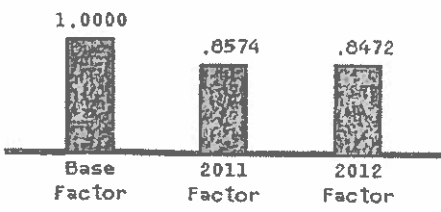
Class Code	Class Code Description	Accident Fund (AF)	Medical Aid Fund (MA)	Stay at Work Program	Supp. Pension Fund (SP)	Hourly Employer Contribution	Hourly Employer Withhold	= Your Total Hourly Rate
2102-04	Coll/Rec Sta/Dlr for Recyl Mat	0.8100	0.4732	0.0169	0.0932	\$0.94040	\$0.2542	\$1.1946

2012 Rate

Your Rate Information



Your experience factor history:



This is the employer's contribution to workers' comp coverage

Withhold this amount from employee pay for each hour they work. It is their contribution to workers' comp coverage

On the Quarterly Report, the employer will multiply this number by the hours worked to calculate premiums

What's an experience factor? See back for an explanation.