

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/01/2020

Contract/Lease Control #: C18-2661-PW

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: WASTE PRO

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2022

Description of
Contract/Lease: SOLID WASTE FRANCHISE AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5774

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

cc: BCC RECORDS



Nonexclusive Commercial Solid Waste Collection Franchise Application



OWNER/OPERATOR CORPORATION

Waste Pro

59-3701785

Full Corporate Name

Federal ID

2101 W SR 434 Longwood, FL 32779

407-937-2650

Home Office Address: (Street, City, State, Zip)

Phone

98 Old Milligan Rd Crestview, FL 32536

850-689-8600

Local Office Address: (Street, City, State, Zip)

Phone

Corporate Officers: (Names)

John Jennings

President

Vice-President

Secretary

Treasurer

Office Manager

PARTNERSHIP

Partnership Name

Federal ID

Business Address: (Street, City, State, Zip)

Phone

Name and Address of Partners

Phone

INDIVIDUAL OWNER

Name of Owner

Address: (Street, City, State, Zip)

**CONTRACT t#: C18-2661-PW
WASTE PRO
SOLID WASTE
FRANCHISE AGREEMENT
EXPIRES: 09/30/2022**

Phone



CONTACT INFORMATION

Sean Preble Division Manager	850-689-8600
Primary Contact Person and Title for All Correspondence for Franchise	Phone
spreble@wasteprousa.com	850-503-3432
E-mail Address	Mobile Phone

VEHICLES AND EQUIPMENT

Number of Vehicles: 14

Number of Solid Waste Containers, in use and in inventory 10,900

Site Address: 98 Old Milligan Road Crestview, FL 32536

CERTIFICATIONS (PLEASE INITIAL AFTER EACH)

I acknowledge that there are no outstanding state or federal tax liens against me or any property that I own. SP (Initial)

I acknowledge that I have attached all required forms. SP (Initial)

I hereby certify that by I have the authorization on behalf of Waste Pro (insert business name) to submit this application. I further certify that if approved, Waste Pro (insert business name) shall adhere to all requirements of Chapter 11, Article VI, relevant to Commercial Solid Waste Collection.

[Signature]
Signature

SUBMISSION

The application packet may be submitted electronically via e-mail to swregistration@co.okaloosa.fl.us. Please request a read receipt. Or the application packet (including \$500.00 application fee (payable to "Board of County Commissioners") and additional materials may be mailed to:

Okaloosa Public Works Department
Attn: Commercial Recycling Application
1759 South Ferdon Boulevard
Crestview, FL 32536

For Office Use Only:

- Application OR
- Executed Agreement
- Proof of Insurance
- Drug-Free Workplace Cert.
- Business License
- Vehicle & Equipment Report
- Application Fee

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 6-8-22

SIGNATURE: 

COMPANY: Waste Pro

NAME: SEAN PREBLE
(Typed or Printed)

ADDRESS: 98 Old Milligan Rd
Crestview, FL 32536

TITLE: Division Manager

E-MAIL: spreble@wasteprousa.com

PHONE NO.: 850-689-8600



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1660 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323		CONTACT NAME: PHONE (AG, HP, EX): FAX (AG, No): E-MAIL: ADDRESS:	
INSURED Waste Pro Panama City 12310 Panama City Beach Pkwy Panama City Beach, FL 32407		INSURER(S) AFFORDING COVERAGE	
CN105058554-GAWU-21-22		INSURER A: Greenwich Insurance Company	NAHO # 22322
		INSURER B: XL Insurance America, Inc.	24554
		INSURER C: N/A	N/A
		INSURER D: XL Specialty Insurance Company	37885
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-005148021-05 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GEC300139204	11/22/2021	11/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		RAE943788404 SIR: \$2,000,000	11/22/2021	11/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	RWD300138004 (AOS)	11/22/2021	11/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Workers Compensation		RWE943549704 (FL,GA)	11/22/2021	11/22/2022	Employers Liability: 1,000,000 SIR: 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County is/are included as additional insured where required by written contract with respect to general liability and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners Attn: Jim Reece 84 Ready Avenue Fort Walton Beach, FL 32548	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Marsh USA Inc.</i>
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OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2021 - 2022
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 3600100739168
EXPIRES SEPTEMBER 30, 2022

BUSINESS NAME WASTE PRO OF FLORIDA INC

TYPE OF BUSINESS Non-Regulated

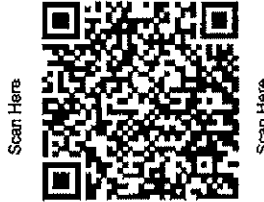
BUSINESS ADDRESS 98 OLD MILLIGAN RD
CRESTVIEW, FL 32536

CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 9, Shalimar, FL 32579

WASTE PRO OF FLORIDA INC
JOHN JENNINGS RALPH MILLS
PO BOX 380
MIDWAY, FL 32343

Paid 0-21014638 35.00 07/29/2021

OKALOOSA COUNTY
Tax Collector
View Your Account Online



SUPPLEMENTAL
RENEWAL
NEW BUSINESS
TRANSFER 0.00
ORIGINAL TAX 35.00
AMOUNT 0.00
PENALTY 0.00
COLLECTION COST 0.00
TOTAL 35.00

X
SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT; THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE, INCLUDING ZONING.

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities or does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

OFFICE LOCATIONS & HOURS

Office	Location	M	T	W	T	F
Crestview	The Braekin Building 302 N Wilson Ste 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Shalimar	1250 N Eglin Pkwy Suite 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Eglin AFB	310 Van Matre Ave Bldg 210	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Hurlburt Field	120 Simpson Ave, Rm 111	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Niceville	701 E John Sims Pkwy	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Destin	4012 Commons Dr W Unit 122	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5

Please direct any questions to our Customer Service Processing Center at (850) 651-7300, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com.

BEN ANDERSON
Tax Collector, Okaloosa County

www.OkaloosaTax.com

To report tax fraud call 855-ARD-8477 (ATY-TIPS)



**NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES
FRANCHISE AGREEMENT**

This Agreement is entered into this 30th ^{August 2022} day of ~~September~~, by and between Okaloosa County, Florida and WASTE PRO (hereinafter "Franchisee").

ME
BCC Records

ARTICLE I. DEFINITIONS

Definitions are as defined in Chapter 11, Article IV, titled "Solid Waste Disposal" of the Okaloosa County Code of Ordinances.

ARTICLE II. AGREEMENT TERM

The Effective Date of this Agreement shall be when fully executed by the parties. The term of this Agreement shall begin upon full execution and shall terminate on Sep 30, 2024.

ARTICLE III. SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

3.1 Nonexclusive Services

Franchisee is herein granted the nonexclusive right to provide Commercial Collection Services as defined in Chapter 11, Article IV, Division 1 of the Okaloosa County Code of Ordinances within the Service Area, which is the unincorporated areas of Okaloosa County.

3.2 Applicable Law

Franchisee must conduct services in accordance with all Applicable Law, as defined in Chapter 11, Article IV, Division 3 of the Okaloosa County Code of Ordinances, including, but not limited to, obtaining all required licenses and permits. Furthermore, Franchisee shall adhere to all requirements as set forth in Chapter 11, Article IV, Division 3 of the Okaloosa County Code of Ordinances. These requirements include but are not limited to, manner of collection, protection of private and public property, vehicles, record keeping and monthly reporting.

3.3 Designated Facility

Franchisee agrees to deliver all Solid Waste collected by the Franchisee pursuant to this Agreement to a County Designated Facility. Franchisee further agrees to pay the commercial tipping fee, established by County Resolution, for all Solid Waste collected pursuant to this Agreement.

3.4 Title to Solid Waste

The Franchisee agrees that the County shall have title to all Solid Waste upon disposal at the Designated Facility.

3.5 Disposal Account

Franchisee shall establish a disposal account with the Solid Waste Division for the disposal of Solid Waste collected and delivered to the Designated Facility. An account number shall be established for Franchisee upon opening of the account. Franchisee shall pay all monthly Solid Waste disposal rates and charges by the twentieth (20th) of each month.

ARTICLE IV. RESERVED

Not Used.

ARTICLE V. TERMINATION

The County may terminate this Agreement for cause; by giving Franchisee written notice, upon the happening of any one of the following events:

- a. Failure to deliver all Solid Waste to the Designated Facility; or,
- b. Contractor takes the benefit of any present or future insolvency state, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment of a receiver trustee, or liquidator of all or substantially all of its property; or,
- c. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor seeking its reorganization or the readjustment of indebtedness under federal bankruptcy laws or under any law of statute of the United States or any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- d. By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Contractor and such possession of control shall continue in effect for a period of sixty (60) Days; or,
- e. Failed to adhere to any of the provisions of this Agreement; or,
- f. Failure to pay monthly tipping fees charged by the County; or,
- g. Franchisee shall voluntarily abandon, desert, or discontinue its operations hereunder; or,
- h. Has consistently and repeatedly violated State, Federal or local laws, ordinances, rules and regulations.

Such shall be considered a material breach of this Agreement and the Public Works Director or designee shall notify Contractor in writing of the breach. The Public Works Director shall then give Franchisee a reasonable period of time to cure any violation (the "cure period"). If within the cure period Franchisee has failed to eliminate the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Public Works Director shall notify the Franchisee and the County Administrator.

Franchisee shall have fifteen (15) days from receipt of such notice to respond to the allegations. The County Administrator or designee shall review the response and make a

determine whether to provide a written warning, impose a fee, or terminate the Agreement. Three (3) violations resulting in written warnings shall result in an automatic termination of this Agreement. The County Administrator or designee's determination shall be final action.

ARTICLE VI. OTHER TERMS AND CONDITIONS

6.1 Indemnification and Hold Harmless

Franchisee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs, to the extent caused by negligence, recklessness, or intentional, wrongful conduct of the Franchisee and other persons employed or utilized by the Franchisee in the performance of this Agreement.

6.2 Compliance with Laws, Governing Law, and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall exclusively be in Okaloosa County, Florida. Franchisee shall comply with all rules and regulations, Federal, State, and Local laws to include all codes and ordinances.

6.3 Modifications

Any modifications to this Agreement must be in writing and executed by both parties.

6.4 Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

6.5 Permits and Licenses

Franchisee shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any revocation of Franchisee's licenses or permits shall be reported to the County within three (3) calendar days of such revocation.

6.6 Franchise Non-transferable

Franchisee acknowledges that this franchise is non-transferable as provided in Chapter 11, Article IV, Division 3.

6.7 Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6.8 Notice

All notice required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Director, Public Works Department
1759 South Ferdon Boulevard
Crestview, FL 32536

The authorized representative of the Franchisee shall be:

Sean Preble

Courtesy Copy to:

Okaloosa County Purchasing Department
Contracts & Leases
5479-A Old Bethel Road
Crestview, FL 32536
850-689-5960/ 850-689-5998 (FAX)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

All notices and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed to the above individuals.

Article VII. Insurance

7.1 Franchisee's Insurance

Franchisee shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.

- a. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- b. All insurance shall include the interest of all entities named in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- c. "Okaloosa County" shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- d. The County shall be furnished proof of coverage by Certificates of Insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the Public

Works Director or designee not less than ten (10) calendar days prior to the commencement of any and all contractual agreements between the County and Franchisee.

- e. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-Day notice to Franchisee.
- f. The insurance definition of Insured or Additional Insured shall include subcontractors, sub-subcontractors, and any associated or subsidiary companies of Franchisee, which are involved, and which is a part of this Agreement.
- g. The County reserves the right at any time to require Franchisee to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- h. The designation of Franchisee shall include any associated or subsidiary company which is involved and is a part of this Agreement and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- i. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) calendar days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the Public Works Director or designee.

7.2 Workers' Compensation Insurance

- a. Franchisee shall secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, Franchisee shall require subcontractors similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) calendar days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
- b. Such insurance shall comply with the Florida Workers' Compensation Law.
- c. No class of employee, including Franchisee himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

7.3 Business Automobile and Commercial General Liability Insurance

- a. Franchisee shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- b. Franchisee shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both on- and off-Premises operations, Contractual Liability, Board Form Property Damage, and Professional Liability.

- c. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, Franchisee shall notify the Public Works Director or designee in writing. Public Works Director or designee shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- d. Commercial General Liability coverage shall be endorsed to include the following:
 - Premises – Operations Liability;
 - Occurrence Bodily Injury and Property Damage Liability;
 - Independent Franchisee’s Liability; and,
 - Completed Operations and Products Liability.
- e. Franchisee shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond the termination or expiration of this Agreement.

7.4 Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this Agreement:

	<u>LIMIT</u>
A. Worker’s Compensation	
(1) State	Statutory
(2) Employer’s Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000
D. Pollution Liability	\$10,000,000 each occurrence

7.5 Notice of Claims and Litigation

Franchisee agrees to report any incident or claim that results from performance of this Agreement. The Public Works Director or designee shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) calendar days of the Franchisee’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Franchisee becomes aware of the incident or claim followed by a written detailed report within ten (10) calendar days of verbal notification.

7.6 Certificates of Insurance

- a. Certificates of Insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
5479-A Old Bethel Road
Crestview, Florida 32536

- b. All policies shall expressly require thirty (30) calendar days written notice to the County at the address set out above, for the cancellation or material alterations of such policies, and the Certificates of Insurance, shall so provide.
- c. All certificates shall be subject to the County's approval of adequacy of protection and the satisfactory character of the Insurer.
- d. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Franchisee's full responsibility. In particular, the Franchisee shall afford full coverage as specified herein to entities listed as Additional Insured.
- e. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

7.7 General Terms

- a. Any type of insurance or increase of limits of liability not described above which Franchisee requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- b. The carrying of the insurance described shall in no way be interpreted as relieving Franchisee of any responsibility under this Agreement.
- c. Should Franchisee engage a Sub Franchisee or Sub-sub Franchisee, the same conditions will apply under this Agreement to each sub Franchisee and sub-sub Franchisee.
- d. Franchisee hereby waives all rights of subrogation against the County and its consultants and other indemnities of Franchisee under all the foregoing policies of insurance.
- e. The requirement to list the County as additional insured shall be limited to the extent of Franchisee's indemnity obligation.

7.8 Umbrella Insurance

Franchisee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.



Signature

Sean Preble

Print Name

Date: 6 / 8 / 22

WITNESS

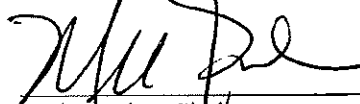


Signature

Ashley Barfield

Print Name

OKALOOSA COUNTY, FLORIDA



Mel Ponder, Chairman

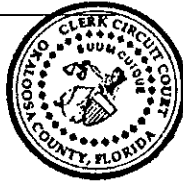
Date: Aug / 16 / 2022



ATTEST:

for 

J.D. Peacock, II, Clerk



OKA0005

OKALOOSA COUNTY BOARD OF

WASTE PRO USA

6/21/2022

53333640

Ref Nbr	Invoice Nbr	Inv Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
02271865	FRANCHISE AGRI	06/01/22	500.00	500.00	0.00	500.00

COPY



2101 W. State Road 434 Suite 315
 Longwood, FL 32778

Wells Fargo Bank
 11-24/1210

CHECK # 53333640
 DATE 6/21/2022

Check Amount

*****500.00

PAY Five Hundred and 00/100

US Dollars

TO THE ORDER OF

OKALOOSA COUNTY BOARD OF
 COUNTY COMMISSIONERS
 302 N WILSON ST, STE 203
 CRESTVIEW, FL 32536

VOID AFTER 90 DAYS

Authorized Signature

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C18-2607 PW Tracking Number: 4879-22
Procurement/Contractor/Lessee Name: Waste Pro Grant Funded: YES ___ NO X
Purpose: Mural
Date/Term: 9-30-2024
Department #: _____
Account #: _____
Amount: _____
Department: PW Dept. Monitor Name: Andy

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 8-9-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal Grant Name: _____
Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8-9-22
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see mail attached Date: 8-12-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, August 9, 2022 9:35 AM
To: DeRita Mason; Lynn Hoshihara
Cc: Kerry Parsons
Subject: RE: Non-Exclusive Commercial Franchise Application - Waste Pro

Ladies,

Good morning, this is approved by Risk for insurance purposes.

Thank You

Kristy LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, August 12, 2022 9:37 AM
To: DeRita Mason; 'Parsons, Kerry'
Subject: Re: Republic Services and Waste Pro Franchise Agreements

These are both approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Friday, August 12, 2022 9:18:48 AM
To: 'Parsons, Kerry'; Lynn Hoshihara
Subject: RE: Republic Services and Waste Pro Franchise Agreements

Here you go.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, August 12, 2022 8:17 AM

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C18-2661-PW Tracking Number: 4050-20
 Procurement/Contractor/Lessee Name: WastePro Grant Funded: YES ___ NO X
 Purpose: non-exclusive commercial solid waste
 Date/Term: 9-30-21 1. GREATER THAN \$100,000
 Department #: _____ 2. GREATER THAN \$50,000
 Account #: _____ 3. \$50,000 OR LESS
 Amount: _____
 Department: PW Dept. Monitor Name: Andy

Purchasing Review

Procurement or Contract/Lease requirements are met:
White Man Date: 6-15-2020
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: NO federal aid Grant Name: _____
 _____ Date: _____
 Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached asked general insurance Date: 8-10-2020
 _____ Date: _____
 Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 8-18-2020
 _____ Date: _____
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____ Date: _____

**NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES
FRANCHISE AGREEMENT**

This Agreement is entered into this 29th day of August, ^{SEP 2020} by and between Okaloosa County, Florida and Waste Pro (hereinafter "Franchisee").

ARTICLE I. DEFINITIONS

Definitions are as defined in Chapter 11, Article IV, titled "Solid Waste Disposal" of the Okaloosa County Code of Ordinances.

ARTICLE II. AGREEMENT TERM

The Effective Date of this Agreement shall be when fully executed by the parties. The term of this Agreement shall begin upon full execution and shall terminate on Sep 30, 2022.

ARTICLE III. SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

3.1 Nonexclusive Services

Franchisee is herein granted the nonexclusive right to provide Commercial Collection Services as defined in Chapter 11, Article IV, Division 1 of the Okaloosa County Code of Ordinances within the Service Area, which is the unincorporated areas of Okaloosa County.

3.2 Applicable Law

Franchisee must conduct services in accordance with all Applicable Law, as defined in Chapter 11, Article IV, Division 3 of the Okaloosa County Code of Ordinances, including, but not limited to, obtaining all required licenses and permits. Furthermore, Franchisee shall adhere to all requirements as set forth in Chapter 11, Article IV, Division 3 of the Okaloosa County Code of Ordinances. These requirements include but are not limited to, manner of collection, protection of private and public property, vehicles, record keeping and monthly reporting.

3.3 Designated Facility

Franchisee agrees to deliver all Solid Waste collected by the Franchisee pursuant to this Agreement to a County Designated Facility. Franchisee further agrees to pay the commercial tipping fee, established by County Resolution, for all Solid Waste collected pursuant to this Agreement.

3.4 Title to Solid Waste

The Franchisee agrees that the County shall have title to all Solid Waste upon disposal at the Designated Facility.

3.5 Disposal Account

Franchisee shall establish a disposal account with the Solid Waste Division for the disposal of Solid Waste collected and delivered to the Designated Facility. An account number shall be established for Franchisee upon opening of the account. Franchisee shall pay all monthly Solid Waste disposal rates and charges by the twentieth (20th) of each month.

CONTRACT# C18-2661-PW
WASTE PRO
SOLID WASTE FRANCHISE AGREEMENT
EXPIRES: 9/30/2022

determine whether to provide a written warning, impose a fee, or terminate the Agreement. Three (3) violations resulting in written warnings shall result in an automatic termination of this Agreement. The County Administrator or designee's determination shall be final action.

ARTICLE VI. OTHER TERMS AND CONDITIONS

6.1 Indemnification and Hold Harmless

Franchisee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs, to the extent caused by negligence, recklessness, or intentional, wrongful conduct of the Franchisee and other persons employed or utilized by the Franchisee in the performance of this Agreement.

6.2 Compliance with Laws, Governing Law, and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall exclusively be in Okaloosa County, Florida. Franchisee shall comply with all rules and regulations, Federal, State, and Local laws to include all codes and ordinances.

6.3 Modifications

Any modifications to this Agreement must be in writing and executed by both parties.

6.4 Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

6.5 Permits and Licenses

Franchisee shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any revocation of Franchisee's licenses or permits shall be reported to the County within three (3) calendar days of such revocation.

6.6 Franchise Non-transferable

Franchisee acknowledges that this franchise is non-transferable as provided in Chapter 11, Article IV, Division 3.

6.7 Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6.8 Notice

All notice required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Director, Public Works Department
1759 South Ferdon Boulevard
Crestview, FL 32536

The authorized representative of the Franchisee shall be:

Sean Dreble

Courtesy Copy to:

Okaloosa County Purchasing Department
Contracts & Leases
5479-A Old Bethel Road
Crestview, FL 32536
850-689-5960/ 850-689-5998 (FAX)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

All notices and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed to the above individuals.

Article VII. Insurance

7.1 Franchisee's Insurance

Franchisee shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.

- a. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- b. All insurance shall include the interest of all entities named in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- c. "Okaloosa County" shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- d. The County shall be furnished proof of coverage by Certificates of Insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the Public

Works Director or designee not less than ten (10) calendar days prior to the commencement of any and all contractual agreements between the County and Franchisee.

- e. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-Day notice to Franchisee.
- f. The insurance definition of Insured or Additional Insured shall include subcontractors, sub-subcontractors, and any associated or subsidiary companies of Franchisee, which are involved, and which is a part of this Agreement.
- g. The County reserves the right at any time to require Franchisee to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- h. The designation of Franchisee shall include any associated or subsidiary company which is involved and is a part of this Agreement and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- i. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) calendar days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the Public Works Director or designee.

7.2 Workers' Compensation Insurance

- a. Franchisee shall secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, Franchisee shall require subcontractors similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) calendar days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
- b. Such insurance shall comply with the Florida Workers' Compensation Law.
- c. No class of employee, including Franchisee himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

7.3 Business Automobile and Commercial General Liability Insurance

- a. Franchisee shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- b. Franchisee shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both on- and off-Premises operations, Contractual Liability, Board Form Property Damage, and Professional Liability.

- c. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, Franchisee shall notify the Public Works Director or designee in writing. Public Works Director or designee shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- d. Commercial General Liability coverage shall be endorsed to include the following:
 - Premises – Operations Liability;
 - Occurrence Bodily Injury and Property Damage Liability;
 - Independent Franchisee’s Liability; and,
 - Completed Operations and Products Liability.
- e. Franchisee shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond the termination or expiration of this Agreement.

7.4 Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this Agreement:

	<u>LIMIT</u>
A. Worker’s Compensation	
(1) State	Statutory
(2) Employer’s Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000
D. Pollution Liability	\$10,000,000 each occurrence

7.5 Notice of Claims and Litigation

Franchisee agrees to report any incident or claim that results from performance of this Agreement. The Public Works Director or designee shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) calendar days of the Franchisee’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Franchisee becomes aware of the incident or claim followed by a written detailed report within ten (10) calendar days of verbal notification.

7.6 Certificates of Insurance

- a. Certificates of Insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
5479-A Old Bethel Road
Crestview, Florida 32536

- b. All policies shall expressly require thirty (30) calendar days written notice to the County at the address set out above, for the cancellation or material alterations of such policies, and the Certificates of Insurance, shall so provide.
- c. All certificates shall be subject to the County's approval of adequacy of protection and the satisfactory character of the Insurer.
- d. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Franchisee's full responsibility. In particular, the Franchisee shall afford full coverage as specified herein to entities listed as Additional Insured.
- e. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

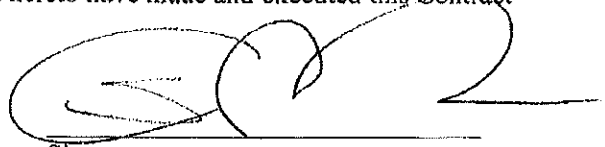
7.7 General Terms

- a. Any type of insurance or increase of limits of liability not described above which Franchisee requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- b. The carrying of the insurance described shall in no way be interpreted as relieving Franchisee of any responsibility under this Agreement.
- c. Should Franchisee engage a Sub Franchisee or Sub-sub Franchisee, the same conditions will apply under this Agreement to each sub Franchisee and sub-sub Franchisee.
- d. Franchisee hereby waives all rights of subrogation against the County and its consultants and other indemnities of Franchisee under all the foregoing policies of insurance.
- e. The requirement to list the County as additional insured shall be limited to the extent of Franchisee's indemnity obligation.

7.8 Umbrella Insurance

Franchisee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

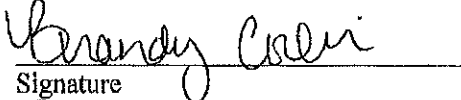


Signature

Sean Preble
Print Name

Date: 8 / 21 / 20

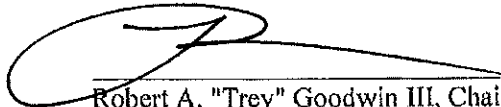
WITNESS



Signature

Brandy Corbin
Print Name

OKALOOSA COUNTY, FLORIDA

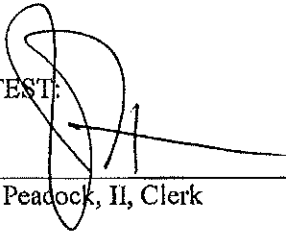


Robert A. "Trey" Goodwin III, Chairman

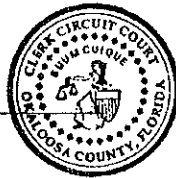
Date: SEP 29 2020



ATTEST:



J.D. Peacock, II, Clerk





Nonexclusive Commercial Solid
Waste Collection Franchise
Application



OWNER/OPERATOR CORPORATION

Waste Pro
Full Corporate Name
2101 W. SR 434 Longwood, FL 32779
Home Office Address: (Street, City, State, Zip)
98 Old Milligan Rd.
Local Office Address: (Street, City, State, Zip)

59-3701785
Federal ID
407.937.2650
Phone
850.689.8600
Phone

Corporate Officers: (Names)

John Jennings

President

Vice-President

Secretary

Treasurer

Office Manager

PARTNERSHIP

Partnership Name
Business Address: (Street, City, State, Zip)
Name and Address of Partners

Federal ID
Phone
Phone

INDIVIDUAL OWNER

Name of Owner

Address: (Street, City, State, Zip)
Phone



CONTACT INFORMATION

Sean Preble Division Manager

850.689.8600

Primary Contact Person and Title for All Correspondence for Franchise

Phone

spreble@wasteprousa.com

850.503.3432

E-mail Address

Mobile Phone

VEHICLES AND EQUIPMENT

Number of Vehicles: 14

Number of Solid Waste Containers, in use and in inventory 10,700

Site Address: 98 Old Milligan rd. Crestview, FL. 32536

CERTIFICATIONS (PLEASE INITIAL AFTER EACH)

I acknowledge that there are no outstanding state or federal tax liens against me or any property that I own.

SP (Initial)

I acknowledge that I have attached all required forms. SP (Initial)

I hereby certify that by I have the authorization on behalf of Waste Pro (Insert business name) to submit this application. I further certify that if approved, Waste Pro (Insert business name) shall adhere to all requirements of Chapter 11, Article VI, relevant to Commercial Solid Waste Collection.

Signature: [Handwritten Signature]

SUBMISSION

The application packet may be submitted electronically via e-mail to registration@co.okaloosa.fl.us. Please request a read receipt. Or the application packet (including \$500.00 application fee (payable to "Board of County Commissioners") and additional materials may be mailed to:

Okaloosa Public Works Department
Attn: Commercial Recycling Application
1759 South Ferdon Boulevard
Crestview, FL 32536

For Office Use Only:

- Application
- Executed Agreement
- Proof of Insurance
- Drug-Free Workplace Cert.
- Business License
- Vehicle & Equipment Report
- Application Fee


DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 8/31/20

SIGNATURE: 

COMPANY: Waste Pro

NAME: Sean Preble
(Typed or Printed)

ADDRESS: 98 Old Milligan Rd.
Crestview, FL 32531

TITLE: District Manager

E-MAIL: Spreble@wasteprousa.com

PHONE NO.: 850-689-8600

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2020 - 2021

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 3600100739168
EXPIRES SEPTEMBER 30, 2021

BUSINESS NAME WASTE PRO OF FLORIDA INC

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 98 OLD MELLIGAN RD
CRESTVIEW, FL 32536

MAKES CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

Scan Here

SUPPLEMENTAL
RENEWAL
NEW BUSINESS
TRANSFER 0.00
ORIGINAL TAX 35.00
AMOUNT 0.00
PENALTY 0.00
COLLECTION COST 0.00
TOTAL 35.00

WASTE PRO OF FLORIDA INC
JOHN JENNINGS RALPH MILLS
PO BOX 380
MIDWAY, FL 32343

Paid 0-20013045 35.00 07/23/2020

SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT. THE APPLICANT MUST COMPLY WITH STATE AND LOCAL ORDINANCE, INCLUDING ZONING.

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

OFFICE LOCATIONS & HOURS

Office	Location	M	T	W	T	F
Crestview	The Brackin Building 302 N Wilson Ste 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Shalimar	1250 N Eglin Pkwy Suite 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Eglin AFB	310 Van Matre Ave Bldg 210	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Hurlburt Field	120 Simpson Ave, Rm 111	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Niceville	701 E John Sims Pkwy	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Destin	4012 Commons Dr W Unit 122	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5

Please direct any questions to our Customer Service Processing Center at (850) 651-7300, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com.

BEN ANDERSON
Tax Collector, Okaloosa County

www.OkaloosaTax.com

To report tax fraud call 855-489-8477 (4TX-TIPS)





Nonexclusive Commercial Solid Waste
Collection Franchise Application
Vehicle Inventory Report



Ex. No.	Type of Vehicle	Company Name	Make	Model	Year	Cylinder	Fuel Type	Company Name	City	State	VIN	Vehicle Identification	Material		Color		Type		
													Yes	No	Yes	No	Yes	No	
1	4552	FED	FL	Mack	Mru613	2016	1200	CNG	McNeilus	SD29	2013	401ABCD23E4FG567890	123ABC	Yes	No	Yes	Yes	Yes	No
2																			
3																			
4																			
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2101 W. State Road 434 Suite 315
Longwood, FL 32778

Wells Fargo Bank
11-24/1210

CHECK # 50319546

DATE 8/26/2020

Check Amount

*****500.00

PAY Five Hundred and 00/100

US Dollars

TO THE
ORDER OF

OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS
302 N WILSON ST, STE 203
CRESTVIEW, FL 32536

VOID AFTER 90 DAYS

Authorized Signature

⑈50319546⑈ ⑆121000248⑆ 4940000979⑈

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, June 16, 2020 1:35 PM
To: DeRita Mason
Subject: RE: Non-Exclusive Commercial Franchise

DeRita

Under the insurance section where it says that the insurance needs to name Okaloosa County as additional insured, please add that a waiver of subrogation is required on all policies.

With this addition this is approved by risk management or insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, June 15, 2020 4:16 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Non-Exclusive Commercial Franchise

See attached for review.

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Monday, August 17, 2020 3:13 PM
To: DeRita Mason; 'Parsons, Kerry'
Cc: Lisa Price
Subject: Re: Non-Exclusive Commercial Franchise - Republic Services

This agreement is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Monday, August 10, 2020 2:59:59 PM
To: 'Parsons, Kerry'; Lynn Hoshihara
Cc: Lisa Price
Subject: FW: Non-Exclusive Commercial Franchise - Republic Services

All,

Please review the attached.

Lisa-Karen had previously reviewed and requested they add the following:
Okaloosa as additional insured and waiver of subrogation on all policies.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: September 29, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jason Autrey
SUBJECT: Non-Exclusive Commercial Franchise Agreement with Waste Pro
DEPARTMENT: Public Works
BCC DISTRICT: All

STATEMENT OF ISSUE: Staff has reviewed an application from Waste Pro to enter into a Non-Exclusive Commercial Franchise with Okaloosa County.

BACKGROUND: The Non-Exclusive Commercial Franchise (NEF) Agreement is applicable to commercial garbage service in unincorporated Okaloosa County. Pursuant to Division 3 of County Ordinance 2017-05 and a subsequent revision on October 3, 2017 an NEF Agreement term is two years. The current Waste Pro NEF Agreement expires on September 30, 2020. Waste Pro has submitted an application for an NEF Agreement for the period October 1, 2020 through September 30, 2022. Waste Pro has paid the application fee and staff has reviewed and approved the application as well as the signed agreement (attached).

OPTIONS: Approve/Disapprove execution of the Non-Exclusive Commercial Franchise Agreement with Waste Pro.

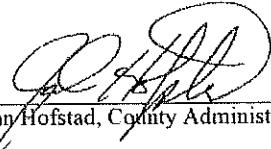
RECOMMENDATIONS: Motion to execute the Non-Exclusive Commercial Franchise Agreement with Waste Pro.

RECOMMENDED BY:



Scott Bitterman, County Engineer 9/21/2020

APPROVED BY:



John Hofstad, County Administrator 9/22/2020

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12-21-2017

Contract/Lease Control #: C18-2661-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WASTE PRO

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2018

Expiration Date: 09/30/2020

Description of Contract/Lease: SOLID WASTE FRANCHISE AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5774

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

Username

Password

Log In

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

- [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

WASTE PRO OF FLORIDA, INC.

2101 W STATE RD 434 STE 301
LONGWOOD, FL, 32779-5053,
UNITED STATES

DUNS: 026763628 CAGE Code: 1ULA7

Status: Active

Expiration Date: 05/31/2018

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: WASTE PRO OF FLORIDA, INC.
Business Type: Business or Organization
Last Updated By: RICHARD MEINERT
Registration Status: Active
Activation Date: 05/31/2017
Expiration Date: 05/31/2018

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.7.20171102-1229

WWW1

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- [Data Access](#)
- [Check Status](#)
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- [GSA.gov](#)
- [USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 105058554-AI*-GAWUP-17-18	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td></td> <td>22322</td> </tr> <tr> <td>INSURER B : XL Insurance America, Inc.</td> <td></td> <td>24554</td> </tr> <tr> <td>INSURER C : N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td></td> <td>37885</td> </tr> <tr> <td>INSURER E : Westchester Fire Insurance Company</td> <td></td> <td>10030</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Greenwich Insurance Company		22322	INSURER B : XL Insurance America, Inc.		24554	INSURER C : N/A		N/A	INSURER D : XL Specialty Insurance Company		37885	INSURER E : Westchester Fire Insurance Company		10030	INSURER F :	
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INSURER D : XL Specialty Insurance Company		37885																				
INSURER E : Westchester Fire Insurance Company		10030																				
INSURER F :																						
INSURED Waste Pro USA Crestview113 98 Old Milligan Road Crestview, FL 32536																						

COVERAGES **CERTIFICATE NUMBER:** ATL-004785865-04 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GEC3001382	11/22/2017	11/22/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:			RAD9437885 K09138985 See Attached	11/22/2017 11/22/2017	11/22/2018 11/22/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD300138 (AOS)	11/22/2017	11/22/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Workers Compensation			RWE9435497 (FL)	11/22/2017	11/22/2018	Employers Liability:	1,000,000
							SIR:	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C18-2661-PW

Received by

JAN 08 2018

Risk Management

CERTIFICATE HOLDER

CANCELLATION

Okaloosa county board of county commissioners and all officers thereof 5479 B. Old Bethel road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Juan Hernandez <i>Juan Hernandez</i>
--	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Waste Pro USA Crestview113 98 Old Milligan Road Crestview, FL 32536	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Pollution Legal Liability

Carrier: Indian Harbor Insurance Company
 Policy Number: PEC0049003
 Dates: 01/01/2017 - 01/01/2018
 Limits: \$10,000,000
 SIR: \$250,000

Storage Tank Liability Limit: \$1,000,000

*AUTO COVERAGE: 11/22/17-11/2218

\$1,000,000 limit on Westchester Fire Insurance Company
 Westchester Fire Insurance Company has issued a Bond of Financial Responsibility No. K09138985 guaranteeing payment of auto liability claims in the amount and limits set forth in this certificate.

C18-2661-PW

Received by
JAN 08 2018
Risk Management

**NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES
FRANCHISE AGREEMENT**

This Agreement is entered into this ^{1st} ~~31st~~ day of ~~October~~ ^{January 2018}, by and between Okaloosa County, Florida and Waste Pro (hereinafter "Franchisee").

MLC, BCC Records

ARTICLE I. DEFINITIONS

Definitions are as defined in Chapter 11, Article IV, titled "Solid Waste Disposal" of the Okaloosa County Code of Ordinances.

ARTICLE II. AGREEMENT TERM

The Effective Date of this Agreement shall be when fully executed by the parties. The term of this Agreement shall begin upon full execution and shall terminate on Sep 30, 2020.

ARTICLE III. SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

3.1 Nonexclusive Services

Franchisee is herein granted the nonexclusive right to provide Commercial Collection Services as defined in Chapter 11, Article IV, Division 1 of the Okaloosa County Code of Ordinances within the Service Area, which is the unincorporated areas of Okaloosa County.

3.2 Applicable Law

Franchisee must conduct services in accordance with all Applicable Law, as defined in Chapter 11, Article IV, Division 3 of the Okaloosa County Code of Ordinances, including, but not limited to, obtaining all required licenses and permits. Furthermore, Franchisee shall adhere to all requirements as set forth in Chapter 11, Article IV, Division 3 of the Okaloosa County Code of Ordinances. These requirements include but are not limited to, manner of collection, protection of private and public property, vehicles, record keeping and monthly reporting.

3.3 Designated Facility

Franchisee agrees to deliver all Solid Waste collected by the Franchisee pursuant to this Agreement to a County Designated Facility. Franchisee further agrees to pay the commercial tipping fee, established by County Resolution, for all Solid Waste collected pursuant to this Agreement.

3.4 Title to Solid Waste

The Franchisee agrees that the County shall have title to all Solid Waste upon disposal at the Designated Facility.

3.5 Disposal Account

Franchisee shall establish a disposal account with the Solid Waste Division for the disposal of Solid Waste collected and delivered to the Designated Facility. An account number shall be established for Franchisee upon opening of the account. Franchisee shall pay all monthly Solid Waste disposal rates and charges by the twentieth (20th) of each month.

ARTICLE IV. RESERVED

Not Used.

ARTICLE V. TERMINATION

The County may terminate this Agreement for cause; by giving Franchisee written notice, upon the happening of any one of the following events:

- a. Failure to deliver all Solid Waste to the Designated Facility; or,
- b. Contractor takes the benefit of any present or future insolvency state, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment of a receiver trustee, or liquidator of all or substantially all of its property; or,
- c. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor seeking its reorganization or the readjustment of indebtedness under federal bankruptcy laws or under any law of statute of the United States or any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- d. By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Contractor and such possession of control shall continue in effect for a period of sixty (60) Days; or,
- e. Failed to adhere to any of the provisions of this Agreement; or,
- f. Failure to pay monthly tipping fees charged by the County; or,
- g. Franchisee shall voluntarily abandon, desert, or discontinue its operations hereunder; or,
- h. Has consistently and repeatedly violated State, Federal or local laws, ordinances, rules and regulations.

Such shall be considered a material breach of this Agreement and the Public Works Director or designee shall notify Contractor in writing of the breach. The Public Works Director shall then give Franchisee a reasonable period of time to cure any violation (the "cure period"). If within the cure period Franchisee has failed to eliminate the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Public Works Director shall notify the Franchisee and the County Administrator.

Franchisee shall have fifteen (15) days from receipt of such notice to respond to the allegations. The County Administrator or designee shall review the response and make a

determine whether to provide a written warning, impose a fee, or terminate the Agreement. Three (3) violations resulting in written warnings shall result in an automatic termination of this Agreement. The County Administrator or designee's determination shall be final action.

ARTICLE VI. OTHER TERMS AND CONDITIONS

6.1 Indemnification and Hold Harmless

Franchisee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs, to the extent caused by negligence, recklessness, or intentional, wrongful conduct of the Franchisee and other persons employed or utilized by the Franchisee in the performance of this Agreement.

6.2 Compliance with Laws, Governing Law, and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall exclusively be in Okaloosa County, Florida. Franchisee shall comply with all rules and regulations, Federal, State, and Local laws to include all codes and ordinances.

6.3 Modifications

Any modifications to this Agreement must be in writing and executed by both parties.

6.4 Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

6.5 Permits and Licenses

Franchisee shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any revocation of Franchisee's licenses or permits shall be reported to the County within three (3) calendar days of such revocation.

6.6 Franchise Non-transferable

Franchisee acknowledges that this franchise is non-transferable as provided in Chapter 11, Article IV, Division 3.

6.7 Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6.8 Notice

All notice required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Director, Public Works Department
1759 South Ferdon Boulevard
Crestview, FL 32536

The authorized representative of the Franchisee shall be:

Greg Martin

Courtesy Copy to:

Okaloosa County Purchasing Department
Contracts & Leases
5479-A Old Bethel Road
Crestview, FL 32536
850-689-5960/ 850-689-5998 (FAX)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

All notices and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed to the above individuals.

Article VII. Insurance

7.1 Franchisee's Insurance

Franchisee shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.

- a. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- b. All insurance shall include the interest of all entities named in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- c. "Okaloosa County" shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- d. The County shall be furnished proof of coverage by Certificates of Insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the Public

Works Director or designee not less than ten (10) calendar days prior to the commencement of any and all contractual agreements between the County and Franchisee.

- e. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-Day notice to Franchisee.
- f. The insurance definition of Insured or Additional Insured shall include subcontractors, sub-subcontractors, and any associated or subsidiary companies of Franchisee, which are involved, and which is a part of this Agreement.
- g. The County reserves the right at any time to require Franchisee to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- h. The designation of Franchisee shall include any associated or subsidiary company which is involved and is a part of this Agreement and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- i. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) calendar days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the Public Works Director or designee.

7.2 Workers' Compensation Insurance

- a. Franchisee shall secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, Franchisee shall require subcontractors similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) calendar days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
- b. Such insurance shall comply with the Florida Workers' Compensation Law.
- c. No class of employee, including Franchisee himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

7.3 Business Automobile and Commercial General Liability Insurance

- a. Franchisee shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- b. Franchisee shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both on- and off-Premises operations, Contractual Liability, Board Form Property Damage, and Professional Liability.

- c. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, Franchisee shall notify the Public Works Director or designee in writing. Public Works Director or designee shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- d. Commercial General Liability coverage shall be endorsed to include the following:
 - Premises – Operations Liability;
 - Occurrence Bodily Injury and Property Damage Liability;
 - Independent Franchisee’s Liability; and,
 - Completed Operations and Products Liability.
- e. Franchisee shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond the termination or expiration of this Agreement.

7.4 Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this Agreement:

	<u>LIMIT</u>
A. Worker’s Compensation	
(1) State	Statutory
(2) Employer’s Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000
D. Pollution Liability	\$10,000,000 each occurrence

7.5 Notice of Claims and Litigation

Franchisee agrees to report any incident or claim that results from performance of this Agreement. The Public Works Director or designee shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) calendar days of the Franchisee’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Franchisee becomes aware of the incident or claim followed by a written detailed report within ten (10) calendar days of verbal notification.

7.6 Certificates of Insurance

- a. Certificates of Insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
5479-A Old Bethel Road
Crestview, Florida 32536

- b. All policies shall expressly require thirty (30) calendar days written notice to the County at the address set out above, for the cancellation or material alterations of such policies, and the Certificates of Insurance, shall so provide.
- c. All certificates shall be subject to the County's approval of adequacy of protection and the satisfactory character of the Insurer.
- d. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Franchisee's full responsibility. In particular, the Franchisee shall afford full coverage as specified herein to entities listed as Additional Insured.
- e. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

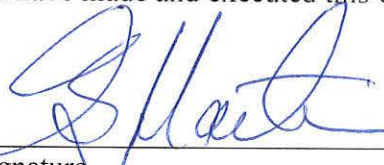
7.7 General Terms

- a. Any type of insurance or increase of limits of liability not described above which Franchisee requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- b. The carrying of the insurance described shall in no way be interpreted as relieving Franchisee of any responsibility under this Agreement.
- c. Should Franchisee engage a Sub Franchisee or Sub-sub Franchisee, the same conditions will apply under this Agreement to each sub Franchisee and sub-sub Franchisee.
- d. Franchisee hereby waives all rights of subrogation against the County and its consultants and other indemnities of Franchisee under all the foregoing policies of insurance.
- e. The requirement to list the County as additional insured shall be limited to the extent of Franchisee's indemnity obligation.

7.8 Umbrella Insurance

Franchisee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.



Signature

Greg Martin

Print Name

Date: 10 / 31 / 17

WITNESS


Signature

Tremayne Burnett

Print Name

OKALOOSA COUNTY, FLORIDA



Carolyn N. Ketchel, Chairman

Date: 12 / 19 / 17



ATTEST:


J.D. Peacock, II, Clerk





Nonexclusive Commercial Solid Waste Collection Franchise Application



OWNER/OPERATOR CORPORATION

Waste Pro

Full Corporate Name

2101 W. SR 434 Longwood, FL

Home Office Address: (Street, City, State, Zip)

98 Old Milligan Rd.

Local Office Address: (Street, City, State, Zip)

*Electronic
Submission was
Allowed for the
Application*

Phone

Corporate Officers: (Names)

John Jennings

President

Vice-President

Secretary

Treasurer

Office Manager

PARTNERSHIP

Partnership Name

Federal ID

Business Address: (Street, City, State, Zip)

Phone

Name and Address of Partners

Phone

INDIVIDUAL OWNER

Name of Owner

Address: (Street, City, State, Zip)

Phone



CONTACT INFORMATION

Greg Martin Division Manager	850.689.8600
Primary Contact Person and Title for All Correspondence for Franchise	Phone
gmarting@wasteprousa.com	850.512.2414
E-mail Address	Mobile Phone

VEHICLES AND EQUIPMENT

Number of Vehicles: 12

Number of Solid Waste Containers, in use and in inventory 9437 residential

Site Address: 98 Old Milligan rd. Crestview, FL. 32536

CERTIFICATIONS (PLEASE INITIAL AFTER EACH)

I acknowledge that there are no outstanding state or federal tax liens against me or any property that I own. GM (Initial)

I acknowledge that I have attached all required forms. GM (Initial)

I hereby certify that by I have the authorization on behalf of Waste Pro (insert business name) to submit this application. I further certify that if approved, Waste Pro (insert business name) shall adhere to all requirements of Chapter 11, Article VI, relevant to Commercial Solid Waste Collection.

[Signature]
Signature

SUBMISSION

The application packet may be submitted electronically via e-mail to swregistration@co.okaloosa.fl.us. Please request a read receipt. Or the application packet (including \$500.00 application fee (payable to "Board of County Commissioners") and additional materials may be mailed to:

Okaloosa Public Works Department
Attn: Commercial Recycling Application
1759 South Ferdon Boulevard
Crestview, FL 32536

For Office Use Only:

- Application
- Executed Agreement
- Proof of Insurance
- Drug-Free Workplace Cert.
- Business License
- Vehicle & Equipment Report
- Application Fee

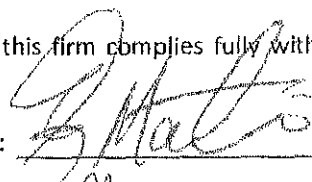
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10/31/17

SIGNATURE: 

COMPANY: Waste Pro

NAME: Greg Martin
(Typed or Printed)

ADDRESS: 98 old Milligan rd.
Crestview, FL 32536

TITLE: Division Manager

E-MAIL: gmartin@wasteprova.com

PHONE NO.: 850.689.8600

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2017 - 2018

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 3600100739168
EXPIRES SEPTEMBER 30, 2018

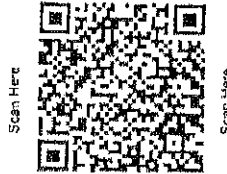
BUSINESS NAME WASTE PRO OF FLORIDA INC

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 98 OLD MILLIGAN RD
CRESTVIEW, FL 32536

MAKE CHECKS PAYABLE TO Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

OKALOOSA COUNTY
Tax Collector
View Your Account Online



WASTE PRO OF FLORIDA INC
JOHN JENNINGS RALPH MILLS
PO BOX 380
MIDWAY, FL 32343

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

Paid 309-17000821 35.00 07/26/2017

X
SIGN AND DISPLAY AS REQUIRED
I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE, INCLUDING ZONING.

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

OFFICE LOCATIONS & HOURS

Office	Location	M	T	W	T	F
Crestview	The Brackin Building 302 N Wilson Ste 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Shalimar	1250 N Eglin Pkwy Suite 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Eglin AFB	310 Van Matre Ave Bldg 210	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Hurlburt Field	120 Simpson Ave, Rm 111	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Niceville	701 E John Sims Pkwy	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Destin	4012 Commons Dr W Unit 122	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5

Please direct any questions to our Customer Service Processing Center at (850) 651-7300, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com.

BEN ANDERSON
Tax Collector, Okaloosa County

www.OkaloosaTax.com

To report tax fraud call 855-489-8477 (ATX-TIPS)





Nonexclusive Commercial Solid Waste Collection Franchise Application Customer/Vehicle Inventory Report Instructions



*An electronic copy of the applicant's Customer Report and Vehicle Inventory Report
must be submitted as part of the application packet.*

All applicants must complete a Customer Report and Vehicle Inventory Report. This Excel workbook contains templates that may be used for submitting the required reports. If the application packet is submitted electronically, include a copy of the Vehicle Inventory Report as an Excel file. If the application packet is submitted in hardcopy, include a copy of the Customer Report and Vehicle Inventory Report as an Excel file on a CD or flash drive. If you have any questions, please contact:

swregistration@co.okaloosa.fl.us
(850) 689-5774

Tab	Description
Vehicles	This spreadsheet should include all vehicles, frontline and spare, that will be used to collect solid waste and recyclables pursuant to the Nonexclusive Franchise.
585	Residential Rear loader tag#N3381X
583	Residential Rear loader tag#N6762M
588	Residential Rear Loader tag#6769M
582	Residential Rear Loader tag#B5969V
586	Residential Rear Loader tag#B5970V
581	Residential Rear Loader tag#N6761M
1914	Commercial Front load tag#B5993V
1921	Commercial Front load tag#B5986V
182	Commercial Roll Off Tag#B5983V
217	Commercial Roll Off Tag#B5316Y
228	Commercial Roll Off Tag#N191QT
433	Residential Boom Tag#N7904W



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Waste Pro USA Crestview113 98 Old Milligan Road Crestview, FL 32536	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Pollution Legal Liability

Carrier: Indian Harbor Insurance Company
 Policy Number: PEC0049003
 Dates: 01/01/2017 - 01/01/2018
 Limits: \$10,000,000
 SIR: \$250,000

Storage Tank Liability Limit: \$1,000,000

*AUTO COVERAGE: 11/22/17-11/2218

\$1,000,000 limit on Westchester Fire Insurance Company
 Westchester Fire Insurance Company has issued a Bond of Financial Responsibility No. K09138985 guaranteeing payment of auto liability claims in the amount and limits set forth in this certificate.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: _____ Tracking Number: 212418
Procurement/Contractor/Lessee Name: Waste Pro Grant Funded: YES ___ NO
Purpose: Non-Exclusive Agreement
Date/Term: 9-30-2020 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: PW 3. \$50,000 OR LESS
Dept. Monitor Name: Autry

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 11-27-17
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: NA Date: _____
Grants Coordinator Renee Biby

Risk Management Review

Approved as written:
[Signature] Date: 11/27/17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: See email attached Date: 12-4-17
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, December 04, 2017 1:14 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Non-Exclusive Franchise Application/Agreement - Waste Pro

Waste Pro's Nonexclusive Commercial Solid Waste Collection Franchise Agreement is approved for legal purposes. However, you will want to verify they have submitted all the required documentation for the application pursuant to the requirements, unlike all others that I have reviewed, I don't see some of the documents, such as proof of insurance, drug free workplace cert, business license... Also, federal requirements are not necessary for these ones.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, November 27, 2017 10:02 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Non-Exclusive Franchise Application/Agreement - Waste Pro

Please review and approve. Do these need the Title VI clauses and Exhibit B?

From: Jim Reece
Sent: Monday, November 27, 2017 8:40 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Scott Henson <shenson@co.okaloosa.fl.us>; Ashley Patrick <apatrick@co.okaloosa.fl.us>; Gayle Edge <gedge@co.okaloosa.fl.us>; Janet Thompson <jthompson@co.okaloosa.fl.us>
Subject: Non-Exclusive Franchise Application/Agreement - Waste Pro

DeRita,

Here is the second Vendor's application/agreement. (We have a hard copy due in due to the poor quality of the electronic version.)

Jim

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.