## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

10/01/2020

Contract/Lease Control #: C18-2661-PW

Bid #:

<u>NA</u>

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:

<u>AUTREY</u>

Monitor's Telephone #:

<u>850-689-5774</u>

Monitor's FAX # or E-mail: <u>JAUTREY@MYOKALOOSA.COM</u>

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,	407-937-2650				
Home Office Address: (Street, City, State, Zip)	Phone				
98 Old Milligan Rd Crestview	v, FL 32536	850-689-8600			
Local Office Address: (Street, City, State, Zip)		Phone			
Corporate Officers: (Names)					
John Jennings					
President	Vice-President	A A A A A A A A A A A A A A A A A A A			
Secretary	Treasurer				
Office Manager					
PARTNERSHIP	<u> </u>				
Partnership Name		Federal ID			
Business Address: (Street, City, State, Zip)	···	Phone			
Name and Address of Partners		Phone			
INDIVIDUAL OWNER	WASTE				
Name of Owner	FRANC	WASTE HISE AGREEMENT ES: 09/30/2022			
Address: (Street City State 7in)	<del></del>	Phone			





CONTACT INFORMATION	
Sean Preble Division Manager	850-689-8600
Primary Contact Person and Title for All Cor	respondence 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 an	d in inventory 10,900
Site Address: 98 Old Milligan Road Cres	tview, FL 32536
CERTIFICATIONS (PLEASE INITIAL A	AFTER EACH)
Hacknowledge that there are no outstanding s	tate or federal tax liens against me or any property that I own
(Initial)	
I acknowledge that I have attached all require	ed forms (Initial)
I hereby certify that by I have the authoriz	ration on behalf of Waste Pro (inser
	oplication. I further certify that if approved
	ert business name) shall adhere to all requirements of Chapte
11, Article VI, relevant to Commercial Solid	Waste Collection.
	- Compliance
	Signature

## **SUBMISSION**

The application packet may be submitted electronically via email 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:

M 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.
- 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 noise contendere to, any violation of Chapter 893, Florida Statues, 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 compiles fully with the above

requirements.	
DATE: <u>6-8-72</u>	SIGNATURE:
COMPANY: Waste Pro	NAME: SRAN PREBLE
ADDRESS: 98 Old Milligan Rd CVESTVIEW, FL 32536	(Typed or Printed) TITLE: DIVISION MUNACY
	E-MAIL: Spreble@wasteprousa.com
PHONE NO.: 850-189-8400	,



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ODIYYYY) 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(les) 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 tieu of such endorsement(s). PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sundse, FC 33323 insurer(s) affording coverage 22322 CN105058554--GAWU-21-22 INSURER A : Greenwich Insurance Company INSURED Waste Pro Panama City 24554 INSURER B : XL Insurance America, Inc. N/Α 12310 Panama City Beach Pkwy Panama City Beach, FL 32407 37885 INSURER D : XL Specialty Insurance Company INSURER & : 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY GEC300138204 11/22/2021 11/22/2022 EACH OCCURRENCE DAMAGE TO RENTED PREMISES IE & OCCURRON) 1,000,000 CLAIMS HADE | X OCCUR 500,000 5,000 MED EXP (Any and person) 1,000,000 PERSONAL & ADVINURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE X POLICY TEST 2,000,000 PRODUCTS - COMP/OF AGG OTHER: COMBINED SINGLE CIMIT (Es accidon) RAE943788404 11/22/2021 11/22/2022 AUTOMOBILE LIABILITY 4,000,000 SIR: \$2,000,000 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY (Inoblosicod) YRULNI YIICOB PROPERTY DANAGE HIRED AUTOS ONLY UMBRELLA LIAB **OCCUR** EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTIONS
WORKERS COMPENSATION RWQ300138004 (AQS) 11/22/2021 11/22/2022 X | SFRTUTE | AND EMPLOYERS LIABILITY
ANYPROPRIETOR/PARTNER/EXECUTIVE
OFFICE/MEXIDER EXCLUDED?
[Mandalory in NH] 1,000,000 E.L. EACH ACCIDENT N NJA 1,000,000 E.L. DISBASE - EA EMPLOYEE ÎÎ YES, describe unde*l* DESCRIPTION OF OPERATIONS Delow 1.000,000 E.L. DISEASE - POLICY LIMIT Excess Workers Compensation 1,000,000 RWE943549704 (FL,GA) 11/22/2021 11/22/2022 Employers Liability: 500.000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be effected if more space is required) Okaloosa County Is/lare included as additional insured where required by written contract with respect to general liability and auto sability. Walvar of subrogation is applicable where required by written contract and rubject to policy terms and conditions. CERTIFICATE HOLDER CANCELLATION Okaloosa County Board SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. of County Commissioners Attn: Jim Reece 84 Ready Avenue Fort Walton Bench, FL 32648 AUTHORIZED REPRESENTATIVE

Marsh USA Puc.
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#### )KALOOSA COUNTY TAX COLLECTOR **ENANDERSON**

IUSINESS WASTE PRO OF FLORIDA INC

98 OLD MILLIGAN RD

CRESTVIEW, FL 32536

AKR CHECKS PAYABLE TO: Okaloosa County Tax Collector

Non-Regulated

IAMR

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USINESS

DDRESS

## 2021 - 2022

## OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT STATE OF FLORIDA

RECEIPT NO.

3600100739168

**EXPIRES** 

**SEPTEMBER 30, 2022** 

SUPPLEMENTAL

NEW BUSINESS

0.00

0.00

0.00 35.00

RENEWAL

TRANSPER ORIGINAL TAX 35.00 0.00

AMOUNT

PENALTY

COLLECTION COST TOTAL

Tax Collector View Your Account Online

OKALOOSA COUNTY

Х

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

P.O. Box 9, Shalimar, FL 32579

Paid 0-21014638

35.00

07/29/2021

SIGN AND DISPLAY AS REQUIRED

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

aw 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 nd 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 nother tax for the same business, profession, or occupation.

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

his 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.

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

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

ailure 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	$oldsymbol{F}$	
Crestyiew	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.



# Tax Collector, Okaloosa County

www.QkaloosaTax.com To somet toe feased call \$55\_A\$0\_\$A77 /ATY\_TIPS





## Nonexclusive Commercial Solid Waste Collection Franchise Application Vehicle Inventory Report



	Asset Number				Chassis Info	Body Information						
No.		Type (FEL/REL/ ASL/RO)	Frontline/ Spare (FL/SP)	Wake	Model Mru613	Year	Current Mileage	Fuel Type (DSE/ENG)	Make	Model	Year	Capacity (CY)
Ex.	4552	FEL	FL	1112 001	Mru613	2016	1,200	CNG	McNeilus	4029	2013	40
1	111114	FEL	FL	Mack		2022						]
2	1921	FEL	SP	Mack		2011						
3	182	RO	FL	Mack		2006						
4	217	RO	SP	Mack		2007						
5	228	RO	FL	Mack		2007						
6	1639	REL	FL	Mack		2013						
7	133153	ŖĔĿ	FL	Mack		2016						
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31												

# NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

This Agreement is entered into this 200tr 16th 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.

#### ARTCLE 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

ne authorized repr	esentative of the Frat	ichisee shall be:	
Sean Preb	le		
,			
Possession			
		MONTH AND ADDRESS OF THE ADDRESS OF	

## 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, Nonowned & 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.	Worke	er's Compensation				
	(1)	State	Statutory			
	(2)	Employer's Liability	\$1,000,000 each accident			
В.	Busine	ess Automobile & Commercial	\$1,000,000 each occurrence			
	Genera	al Liability Insurance	(A combined single limit)			
C.	Person	al and Advertising Injury	\$250,000			
D.	Polluti	on 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:

J.D. Peacock, II, Clerk





OTHE.

2101 W State Road 434 Suite 315 Longwood, FL 32779 Wells Fargo Bank

53333640

DATE

6/21/2022

Check Amount

\*\*\*\*\*\*\*\*500.00

----- US Dollars

**VOID AFTER 90 DAYS** 

Authorized Signature

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

Five Hundred and 00/100-

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C18-2647 Pw Tracking Number: 4779-26
Procurement/Contractor/Lessee Name: Wasto Roo Grant Funded: YES_NO.L
Purpose: Mual
Date/Term: 9-30-2021 1. Degreater THAN \$100,000
Department #: 2.  GREATER THAN \$50,000
Account #: 3.  \$50,000 OR LESS
Amount: Department:Dept. Monitor Name:
Purchasing Review
Progurement or Contract/Lease requirements are met:  Date:
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Amber Hammonds
Approved as written:  2CFR Compliance Review (if required)  Grant Name:  Date:
Grants Coordinator Suzanne Ulloa
Risk Management Review
Approved as written:  Approved as written:  Date:  Approved as written:
Risk Manager or designee Kristina LoFria
Approved as written:  County Attorney Review  Date:  Date:
County Attorney Lynn Hoshihara, Kerry Parsons or Designee
Department Funding Review
Approved as written:
IT Review (if applicable) Approved as written:
Date:

Revised September 22, 2020

## **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 Management302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979





For all things Wellness please visit:

"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 email 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



## 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).

Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323					NAME:   PHONE					
						NAIC#				
CN10	05058554GAWU-21-22			INSURE	R A : Greenwich	Insurance Compa	any	22322		
INSU	RED Waste Pro Crestview				INSURE	RB: XL Insuranc	ce America, Inc.		24554	
	98 Old Milligan Road					RC:N/A			N/A	
	Crestview, FL 32536						y Insurance Com	nany	37885	
			Ī	INSURE	· ·					
					INSURE	RF:				
CO	VERAGES CER	TIFIC	ATE	NUMBER:	ATL-	005239976-05		REVISION NUMBER: 6		
IN CI EX	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PERT POLIC	REME AIN, CIES.	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE I	OF ANY	CONTRACT THE POLICIE EDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT T	O WHICH THIS	
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY	{	1	GEC300138204	- 1	11/22/2021	11/22/2022	EACH OCCURRENCE \$	1,000,000	
	CLAIMS-MADE X OCCUR		ļ		Ì	Ì		DAMAGE TO RENTED PREMISES (Ea occurrence) \$	500,000	
			1					MED EXP (Any one person) \$	5,000	
		}	}		ì			PERSONAL & ADV INJURY \$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:		-					GENERAL AGGREGATE \$	2,000,000	
	X POLICY PRO- LOC		}					PRODUCTS - COMP/OP AGG \$	2,000,000	
	OTHER:	<u> </u>	<u></u>					\$		
Α	AUTOMOBILE LIABILITY			RAE943788404	_	11/22/2021	11/22/2022	COMBINED SINGLE LIMIT (Ea accident)	4,000,000	
	X ANY AUTO		]	SIR: \$2,000,000		,		BODILY INJURY (Per person) \$		
	OWNED SCHEDULED AUTOS	}	}			ı		BODILY INJURY (Per accident) \$		
	X HIRED X NON-OWNED AUTOS ONLY	1	1		١			PROPERTY DAMAGE (Per accident)		
							<u></u>	\$		
	UMBRELLA LIAB OCCUR	ı						EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADE	]	1					AGGREGATE \$		
	DED   RETENTION\$	<u> </u>	<u>L</u> _					\$		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD300138004 (AOS)		11/22/2021	11/22/2022	X PER OTH- STATUTE ER	<del></del>	
	ANYPROPRIETOR/PARTNER/EXECUTIVE N N	N/A						E.L. EACH ACCIDENT \$	1,000,000	
	(Mandatory in NH)		1					E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	-	ļ			·		E.L. DISEASE - POLICY LIMIT \$	1,000,000	
D	Excess Workers Compensation	1		RWE943549704 (FL,GA)		11/22/2021	11/22/2022	Employers Liability:	1,000,000	
								SIR:	500,000	
RE: 0 OKA	L CRIPTION OF OPERATIONS / LOCATIONS / VEHIC CONTRACT # C18-2661-PW LOOSA COUNTY BCC IS/ARE INCLUDED AS ADD ROGATION IS APPLICABLE WHERE REQUIRED B	OITIONA	AL INS	URED WHERE REQUIRED BY WRI	ITTEN CO	ONTRACT WITH ! S COMPENSATION	RESPECT TO GE		Y. WAIVER OF	
							E PRO			
APPLICATE HOLDER				CANG	-		FRANCHISE AGRE	EMENT -		
CE	RTIFICATE HOLDER			<del></del>	CANO	EXPIR	RES: 09/3	30/2022		
OKALOOSA COUNTY BCC Attn: PATTY COOK 1759 SOUTH FERDON BLVD CRESTVIEW, FL 32536					SHOULD SH					
					AUTHO	RIZED REPRESE	NTATIVE			
							•	Marsh USA ?	ne.	



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2021

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).

	is certificate does not confer rights	to the	e cer	tificate holder in lieu of s			s).					
PRODUCER Marsh USA Inc.						CONTACT NAME:						
1560 Sawgrass Corporate Pkwy, Suite 300					PHONE FAX (A/C, No, Ext): (A/C, No):							
S	unrise, FL 33323				E-MAIL ADDRESS:							
							ISURER(S) AFFO	RDING COVERAGE		NAIC#		
CN1	05058554GAWU-20-21				INSURE		h Insurance Comp			22322		
	IRED					Taylor	nce America, Inc.			24554		
1,22	/astePro Crestview 8 Old Milligan Road					ER C : N/A	noo runonoo, mo.			N/A		
	restview, FL 32536				alty Insurance Con	anany		37885				
				N/A								
					INSURE	ERE: N/A				Tu.		
CO	VERAGES CER	TIFI	CAT	E NUMBER:		-005239976-03		REVISION NUMBER: 6				
	HIS IS TO CERTIFY THAT THE POLICIE	_					O THE INSUR			LICY PERIOD		
C E	IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER	TAIN,	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	ED BY	THE POLICIE REDUCED BY	ES DESCRIBE PAID CLAIMS	D HEREIN IS SUBJECT T				
INSR	TYPE OF INSURANCE		SUBF			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs			
Α	X COMMERCIAL GENERAL LIABILITY			GEC300138203		11/22/2020	11/22/2021	EACH OCCURRENCE	S	1,000,000		
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000		
								MED EXP (Any one person)	s	5,000		
								PERSONAL & ADV INJURY	s	1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s	2,000,000		
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	s	2,000,000			
	OTHER:								\$			
Α	AUTOMOBILE LIABILITY			RAE943788403		11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident)	s	4,000,000		
	X ANY AUTO			SIR: \$1,000,000				BODILY INJURY (Per person)	S			
	OWNED SCHEDULED						-	BODILY INJURY (Per accident)	S			
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	s			
	AUTOS ONLY AUTOS ONLY							(Per accident)	S			
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	S			
		1						AGGREGATE	s			
В	DED   RETENTION \$   WORKERS COMPENSATION	+	1	RWD300138003 (AOS)		11/22/2020	11/22/2021	X PER OTH-	S.			
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	s	1,000,000		
	OFFICER/MEMBEREXCLUDED?	N/A								1,000,000		
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	7	1,000,000		
D	DÉSCRIPTION OF OPERATIONS below  Excess Workers Compensation	-	+	RWE943549703 (FL. GA)		11/22/2020	11/22/2021	E.L. DISEASE - POLICY LIMIT  Employers Liability:	\$	1,000,000		
	Excess workers compensation			RWE943049703 (FL, GA)		11/22/2020	11/22/2021			0.000,000		
								SIR:		500,000		
RE: (	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  RE: CONTRACT # C18-2661-PW  OKALOOSA COUNTY BCC 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 WITH RESPECTS TO WORKERS COMPENSATION.											
						CONTR	ACT#: C1	18-2661-PW				
						WASTE	PRO					
CE	RTIFICATE HOLDER				C.	SOLIDV	NASTE F	RANCHISE AGRE	=FM	FNT		
	KALOOSA COUNTY BCC						S: 09/30/					
(40)	ttn: PATTY COOK						0. 00/00/	2022		:E IN		
17	759 SOUTH FERDON BLVD				ACC	ORDANCE W	TH THE POLIC	Y PRUVISIUNS.				
C	RESTVIEW, FL 32536											
						RIZED REPRESE sh USA Inc.	ENTATIVE					
	Ť				Manas	shi Mukherjee	_	Mariaoni Muce	new	ee		

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C187264-PW Tracking Number: 4050-20
Procurement/Contractor/Lessee Name: Wase //C Grant Funded: YES NO X:
l
Purpose: NON-EXCLISIVE Commercial Solid Wasto
Date/Term: 4-30-21 1. Square THAN \$100,000
Department #: 2. GREATER THAN \$50,000
Account #: 3.  \$50,000 OR LESS
Amount:
Amount: Department: Dept. Monitor Name: Cuty
Purchasing Review
Procurement or Contract/Lease requirements are met:  Date:
2CFR Compliance Review (if required)
Approved as written: NO Fechal Ordrant Name:
Grants Coordinator Danielle Garcia
Risk Management Review HOULD CLOUD VOLUMENTS INC.
Approved as written: See email although 810-2020
Risk Manager or designee Edith Gibson or Karen Donaldson
County Attorney Review
Approved as written: Su enail cittacled  Date: 818-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee
Department Funding Review Department funding confirmed:
Boparmon fortaing committee.

Revised December 17, 2019

# NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

		29,	SEP	ZUZU	Militarea Bet Rea	
This Agreement	is entered into this	3/8	day of August,	by and	between (	Okaloosa
County, Florida and	Waste Pro				fter "Franc	

#### ARTICLE I. DEFINITIONS

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

0000

## 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 liceuses 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.

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.

#### ARTCLE 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 au	thorized	represen	tative of	f the Fra	nchisee s	shall be:	
	$\leq$	lons 1	Dros	010			
		rc w.l.		<u> </u>			
			14-44-14-4-A	· · <del>· · · · · · · · · · · · · · · · · </del>			 _ ,

## 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, Nonowned & 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.	Worke	er's Compensation	,
	(1)	State	Statutory
	(2)	Employer's Liability	\$1,000,000 each accident
B.	Busine	ess Automobile & Commercial	\$1,000,000 each occurrence
	Genera	al Liability Insurance	(A combined single limit)
C,	Person	al and Advertising Injury	\$250,000
D.	Polluti	on Liability	\$10,000,000 each occurrence
~	~	( <del>-</del> 1.1 )	

## 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 Franchisce'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

OKALOOSA COUNTY, FLORIDA

Robert A. "Trey" Goodwin III, Chairman

Date: SEP 2 9 2020

J.D. Peadock, II, Clerk



## Nonexclusive Commercial Solid Waste Collection Franchise Application



OWNER/OPERATOR CORPORATION		The second control and second control and second se
Waste Pro		59-3701785
Full Corporate Name	e   The Hamilton State State of State o	Federal JD
2101 W. SR 434 Longwood	, FL.32779	407.937.2650
Home Office Address: (Street, City, State, Zip)	The state of the s	Phone
98 Old Milligan Rd.		850.689.8600
Local Office Address: (Street, City, State, Zip)	the state of the s	Phone
Corporate Officers: (Names)	·	
John Jennings		
President	Vico-President	AND THE PROPERTY OF THE PROPER
Secretary	Treasurer	ه من چه چه د و د و با ۱ ما ۱ ما ۱ ما ۱ ما استان
Office Manager		•
PARTNERSHIP	or as an install philipping and property of the state of	tir des las autorités de la companya de la company
Partnership Name		Federal II)
Business Address: (Street, City, State, Zip)	t I c	Phone
Name and Address of Pariners	- SWANGANIAN	Phone
ΙΝΒΙΥΙΒΨΑ), ΟΨΝΕΒ	THE THE PARTY OF T	
•		
Name of Owner		
Address: (Street, City, State, Zip)	The state of the s	Phone





CONTACT INFORMATION	energy market lather of the latter was an analysis of the latter of the latter was the latter than the latter the latter than	The second secon
Sean Preble Division Manager		850,689,8600
Primary Contact Person and Title for All Core	espondence for Franchise	Phone
spreble@wasteprousa.com	850.503.3432	2
E-mail Address	Mobile Phone	
VEHICLES AND EQUIPMENT		Charles and the second
Number of Vehicles: 14		Approximate the second
Number of Solid Waste Containers, in use and	Lin inventory 10,700	The state of the s
Site Address: 98 Old Milligan rd, Crestvie	w, FL. 32536	
CERTIFICATIONS (PLEASE INITIAL A	FTER EACH)	Identity the second
Waste Pro (Inse	d forms, (Initialization on behalf of Was plication, I further at business name) shall adhe	te Pro (insert certify that if approved, re to all requirements of Chapter
11, Article VI, relevant to Commercial Solid		Signature:
SUBMISSION  The application packet may be submitted chandle to syregistration@co.okaloosa.ft.as. Preceipt. Or the application packet (including fee (payable to "Board of County Commissi additional materials may be mailed to:  Okaloosa Public Works Department Attn: Commercial Recycling Applications South Ferdon Boulevard Crestview, FL 32536	ease request a read \$500.00 application oners") and  G G G G G G G G G G G G G G G G G G	or Office Use Only:  Application Executed Agreement Proof of insurance Porty-Free Workplace Cert. Business License Vehicle & Equipment Report Application Fee



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/2020

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(les) 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 flet of such and resement(s).

ti	nis certificate does not confer rights t	the	certi	ficate holder in lieu of su	ich end	lorsement(s)		-				
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	anama City Beach, FL 32407				INSURE	R D : XL Specialt	y Insurance Com	any		37885		
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				,				MED EXP (Any one person)	\$	5,000		
								PERSONAL & ADV INJURY	\$	1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000		
ļ	X POLICY PRO-							PRODUCTS - COMP/OF AC		2,000,000		
	OTHER;		<u> </u>			4440000040		COMPINED PINOLETTIANT	\$			
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	DED RETENTIONS					44 600/0040	1410010000	1 666	\$			
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	AND EMPLOYERS ENBILLY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  N	N/A						E.L. EACH ACCIDENT	\$	1,000,000		
	(Mandatory In NH)							E.L. DISEASE - EA EMPLO	YEE \$	1,000,000		
	li yes, describe under DESCRIPTION OF OPERATIONS below		<u> </u>					E.L. DISEASE - POLICY LI	AIT \$	1,000,000		
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	s CRIPTION OF OPERATIONS / LOCATIONS / VEHIC I loose County Is/are included as additional insured wh					ie attached if moi	ie space is reguli	ed)		· vnd		
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CI	RTIFICATE HOLDER				CAIN	<u>VETTA IIVII</u>						
	Okaloosa County Board of County Commissioners Attn: Jim Reace				THE	E EXPIRATIO	N DATE TH	DESCRIBED POLICIES E EREOF, NOTICE WIL CYPROVISIONS.	E CANCE L BE I	ELLED BEFORE DELIVERED IN		
	84 Ready Avenue Fort Walton Beach, FL 32548					ORIZEO REPRESI sh USA Inc.	ENTATIVE					

Mariaoni Mulaneifer

Manashi Mukherjee

## **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:

- 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.
- 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 note contendere to, any violation of Chapter 893, Florida Statues, 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.
- 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 personal requirement		certify that this firm complies fully with the abo	ye )
DATE:	8/31/20	SIGNATURE:	
COMPANY:	Waste Pro	NAME: Sean Preble	
	OR MA MALLE DA	(Typed or Printed)	
ADDRESS:	CYPS-TVIEW PL. 37534	TITLE: District Manager	
		E-MAIL: Spreble@wastoprousa.co	W
PHONE NO.:	850 1189 8400	1	

OKALOOSA COUNTY TAX COLLECTOR BENÄNDERSON 4:

BUSINESS WASTE PRO OF FLORIDA INC NAME (

Non-Regulated BUSINKSS,

BUSINESS, 98 OLD MILLIGAN RD . . Addition CRESTVIEW, FL 32536

MAKE CHECKS PAYABLE TO: Okalousa County Tax Collector: P.O. Box 1387, Niceville, Pl. 32588

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

Paid 0-20013045

07/23/2020

STATE OF FLORIDA

OKALOOSASCOUNTY Tax Collector View Your Accoult Chiling



3600100739168

SEPTEMBER 30, 2021

SUPPLE EMENTAL

RENEWAL

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SIGN AND SELAY AS REQUIRED

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Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be opisit 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 to 6 each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquest and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquent 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 lawsof 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	R:30-5 ,	B: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 plant phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com,



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



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2101 W. State Roed 434 Suite 315 Longwood, FL 82779 Wells Fargo Bank 11-24/1210

CHECK # 1.50319546

DATE

8/26/2020

Check Amount

\*\*\*\*\*\*\*\*500,00

PAY Five Hundred and 00/100-

---- US Dollars

to the order of

ORALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 302 N WILSON ST; SIE 203 CRESTVINW, EL 32536 VOID AFTER 90 DAYS

Carolleone.

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:

A11

**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.

Scott Billerman
Scott Bitterman, County Engineer

9/21/2020

RECOMMENDED BY:

John/Hofstad, County Administrator

9/22/2020

APPROVED BY:

#### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>12-21-2017</u>

Contract/Lease Control #: <u>C18-2661-PW</u>

Procurement#: <u>NA</u>

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee: <u>WASTE PRO</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>01/01/2018</u>

Expiration Date: <u>09/30/2020</u>

Description of

Contract/Lease: <u>SOLID WASTE FRANCHISE AGREEMENT</u>

Department: <u>PW</u>

Department Monitor: <u>AUTREY</u>

Monitor's Telephone #: 850-689-5774

Monitor's FAX # or E-mail: <u>JAUTREY@CO.OKALOOSA,FL.US</u>

Closed:

Cc: Finance Department Contracts & Grants Office

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•	<u>POCs</u>	Entity Registr	ation Summary		
▶ <u>Exc</u>	lusions	Name: WASTE PR	O OF FLORIDA, INC.		
· /	Active Exclusions	Business Type: Bu Last Updated By	siness or Organization RICHARD MEINERT		
→ In	active Exclusions		Status: Active ate: 05/31/2017		
	Excluded Family		ate: 05/31/2018		
•	<u>Members</u>		•		
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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.

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#### 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		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:  (A/C, No):		
		INSURER(S) AFFORDING COVERAGE	NAIC#	
105058554-Ali*-GAWUP-17-18		INSURER A : Greenwich Insurance Company	22322	
INSURED Waste Pro USA Crestview113		INSURER B : XL Insurance America, Inc.	24554	
		INSURER C: N/A	N/A	
98 Old Milligan Road Crestview, FL 32536		INSURER D : XL Specialty Insurance Company	37885	
Clestylew, FL 32550		INSURER E: Westchester Fire Insurance Company	10030	
		INSURER F :		
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	TYPE OF INSURANCE		ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY			GEC3001382	11/22/2017	11/22/2018	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
l ,	-	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	L.,	OTHER:							\$	
A	AUT	OMOBILELIABILITY			RAD9437885	11/22/2017	11/22/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
E	X	ANY AUTO			K09138985	11/22/2017	11/22/2018	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	<u> </u>
	Х	HIRED X NON-OWNED AUTOS ONLY	]				:	PROPERTY DAMAGE (Per accident)	\$	
					See Attached				\$	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
		DED RETENTION \$							\$	-
		KERS COMPENSATION EMPLOYERS' LIABILITY			RWD300138 (AOS)	11/22/2017	11/22/2018	X PER OTH- STATUTE ER		
1 1	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$	1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DES	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Workers Compensation				RWE9435497 (FL)	11/22/2017	11/22/2018	Employers Liability:		1,000,000
				ì				SIR:		500,000

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

C18-2661-PW

Recieved by

JAN 08 2018

Risk Management

ERTIFICATE HOLDER	CANCELLATION
Okalcosa county board of county commissioners and all officers thereof	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

Crestview, FL 32536

FORE ED IN

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Juan Hernandez

Juan Kemander

AGENCY CUSTOMER ID: 105058554

Loc #: Lauderdale



#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

ADD	ITI	IONAL	. REM	ARKS

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Recieved by

JAN 08 2018

**Risk Management** 

# NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

	lst	January 2018 MLC, BCC Records
	at	" MLC, BCC Records
This Agreement is entered into this	_ <del></del>	day of <u>Belover</u> , by and between Okaloosa
County, Florida and Waste to		(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, 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 (20<sup>th</sup>) of each month.

Contract # C18-2661-PW WASTE PRO SOLID WASTE FRANCHISE AGREEMENT EXPIRES: 09/30/2020

#### 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.

#### ARTCLE 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 rep	resentative of the Franch	isee shall be:	
Greg	Martin		
J			
·		,-v,-	<del> </del>
	· · · · · · · · · · · · · · · · · · ·		

#### 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, Nonowned & 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:

Α.	Worke	r's Compensation	<u>LIMIT</u>
	(1)	State	Statutory
	(2)	Employer's Liability	\$1,000,000 each accident
B.	Busine	ss Automobile & Commercial	\$1,000,000 each occurrence
	Genera	l Liability Insurance	(A combined single limit)
C.	Person	al and Advertising Injury	\$250,000
D.	Polluti	on 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.

J.D. Peacock, II, Clerk

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature. Signature Print Name Date: 10 131 117 WITNESS Signature OKALOOSA COUNTY, FLORIDA SEAL Date:



### Nonexclusive Commercial Solid Waste Collection Franchise Application



OWNER/OPERATOR CORPORATION	Electronic
Waste Pro	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Full Corporate Name	- allemission will
2101 W. SR 434 Longwood,	Electronic  Electronic  Submission Was  FL Ollowed for the  Control Opplication
Home Office Address: (Street, City, State, Zip)	restanded Dans
98 Old Milligan Rd.	
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 Zin)	Phone





CONTACT INFORMATION		
Greg Martin Division Manager		850,689.8600
Primary Contact Person and Title for All Correspon	ndence for Franchise	Phone
gmarting@wasteprousa.com	850.512,2414	4
E-mail Address	Mobile Phone	
VEHICLES AND EQUIPMENT		
Number of Vehicles: 12	The state of the s	
Number of Solid Waste Containers, in use and in in	nventory 9437	7 residential
Site Address: 98 Old Milligan rd. Crestview, F	L. 32536	- Construction of the Cons
CERTIFICATIONS (PLEASE INITIAL AFTE	R EACH)	
I acknowledge that there are no outstanding state of (Initial)  I acknowledge that I have attached all required form  I hereby certify that by I have the authorization business name) to submit this applicat Waste Pro (Insert bus 11, Article VI, relevant to Commercial Solid Waste	ns. (Inition on behalf of Was ion. I further siness name) shall adh	ial)
SUBMISSION  The application packet may be submitted electron mail to swregistration@co.okaloosa.fl.us. Please receipt. Or the application packet (including \$500 fee (payable to "Board of County Commissioners' additional materials may be mailed to:  Okaloosa Public Works Department  Attn: Commercial Recycling Application 1759 South Ferdon Boulevard  Crestview, FL 32536	request a read .00 application [ ") and [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [	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 note contendere to, any violation of Chapter 893, Florida Statues, 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.
- 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 pers requiremen		certify that this firm complies fully with the above
DATE:	10/3//17	SIGNATURE:
COMPANY:	Waste Bo	NAME: Gres Martin (Typed or Printed)
ADDRESS:	98 old Milligea Ed. Crestview, FL 32536	TITLE: Division Manager
		E-MAIL: gmas tin @ wasteprousa.com
PHONE NO.:	850 689 8600	

ORALOOSA COUNTY TAX COLLECTOR BENANDERSON

2017 - 2018 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

STATE OF FLORIDA

RECEIPT NO. 3600100739168

BUSINESS WASTE PRO OF FLORIDA INC

EXPIRES

SUPPLIABINGAL

**SEPTEMBER 30, 2018** 

TYPE OF BUSINESS

Non-Regulated

RENEWAL

NEW BUSINESS TRANSFER

0.00

ADDRESS

BUSINESS 98 OLD MILLIGAN RD CRESTVIEW, FL 32536

ORIGINAL TAX

35.00 0.00

MAKE CHECKS PAYABLE TO: Okalopsa County Tax Collector

View-Your Account Online AMOUNT PENALTY

0.00

WASTE PRO OF FLORIDA INC. JOHN JENNINGS RALPH MILLS PO BOX 380

P.O. Flox 1387, Siceville, Fl. 32588

OKALOOSA COUNTY

Tax Collector

COLLECTION COST 0.00 TOTAL 35.00

MIDWAY, FL. 32343 Paid 309-17000821

35 no

07/26/2017

SIGN AND DISPLAY AS RECORRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIFT IS MADE FOR THE BUSINESS OR PROFESSION INHICATED HEREON AND IS LIGHT AND CORD-TE THE APPLICATION MIST 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 definquent 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
Shallmar	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 Maire Ave Bidg 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	ጸ: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 L-877-TAGS-R-US (1-877-824-7787), website www.OkafoosaTax.com or email at WebMaster@OkafoosaTax.com.



Tax Collector, Okaloosa County

www.OkaloosaTax.com To report tax frand call 855-489-8477 (4TX-TIPS)





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# 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

Commercial Roll Off Tag#B5983V

Commercial Roll Off Tag#B5316Y

Commercial Roll Off Tag#N191QT Residential Boom Tag#N7904W

Tab	<b>Description</b>
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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2017

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).

this certificate does not confer rights to the certificate holder		rsement(s).				
PRODUCER Marsh USA Inc.	CONTACT NAME:	NAME:				
1560 Sawgrass Corporate Pkwy, Suite 300	PHONE (A/C, No. E)	PHONE   FAX (A/C, No, Ext): (A/C, No):				
Sunrise, FL 33323	E-MAIL ADDRESS:				_	
			JRER(S) AFFORI	DING COVERAGE		NAIC#
105058554-All*-GAWUP-17-18	INSURER A	: Greenwich Ir	nsurance Compar	19		22322
INSURED Waste Pro USA	INSURER B	INSURER B : XL insurance America, Inc.				24554
Crestview113	INSURER C	INSURER C: N/A				N/A
98 Old Milligan Road Crestylew, FL 32536	INSURER D	: XL Specialty	Insurance Comp	oany		37885
Clestylew, TE 32500	INSURER E	: Westchester	Fire Insurance C	ompan y		10030
	INSURER F	·,				
COVERAGES CERTIFICATE NUMBER:		4785865-02		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.						
			POLICY EXP (MM/DD/YYYY)	LIMITS	3	
A X COMMERCIAL GENERAL LIABILITY GEC3001382	] 11,	/22/2017	11/22/2018	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
CLAIMS-MADE X OCCUR				PREMISES (Ea occurrence)	\$	500,000
	{		}	MED EXP (Any one person)	\$	5,000
			-	PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:			ŀ	GENERAL AGGREGATE	<u>\$</u>	2,000,000
X POLICY PRO-				PRODUCTS - COMP/OP AGG	\$	2,000,000
A AUTOMOBILE LIABILITY RAD9437885	11/	/22/2017	11/22/2018	COMBINED SINGLE LIMIT	\$	2,000,000
E X ANY AUTO K09138985			11/22/2018	(Ea accident)  BODILY INJURY (Per person)	\$	2,000,000
OWNED SCHEDULED					\$	
X HRED ONLY X NON-OWNED X NON-OWNED				PROPERTY DAMAGE (Per accident)	\$ \$	
AUTOS ONLY AUTOS ONLY See Attached			}	(Per accident)	\$	<u> </u>
UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE		ļ		AGGREGATE	\$	·
DED RETENTION\$	1				\$	
B WORKERS COMPENSATION RWD300138 (AC	08) 11/	/22/2017	11/22/2018	X PER STATUTE ER		
AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  N N / A		ļ		E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D Workers Compensation RWE9435497 (FI	L) 11.	/22/2017	11/22/2018	Employers Liability:		1,000,000
				SIR:		500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional R	Remarks Schedule, may be at	itached if more	space is require	કર્લ)		
CERTIFICATE HOLDER	CANCE	LLATION				
	- OZITOLI					
Okalcosa county board of county commissioners and all officers thereof 5479 B. Old Bethel road Crestview, FL 32536	THE E	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	of Marsh L					
	Juan Heri			Men Herra	udi	

AGENCY CUSTOMER ID: 105058554

Loc #: Lauderdale



#### **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Marsh USA Inc.	NAMED INSURED Waste Pro USA
	Crestylew113
POLICY NUMBER	98 Old Milligan Road Crestylew, FL 32536
CARRIER	NAIC CODE
	EFFECTIVE DATE:
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACO	ORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Lia	ability Insurance
TOTAL	
Pollution Legal Liability	
Carrier: Indian Harber 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	
	100 to 10
*AUTO COVERAGE: 11/22/17-11/2218	
- AUTO COVENAGE, F1122/17-11/22/10	•
\$1,000,000 limit on Westchester Fire Insurance Company	•
Westchester Fire Insurance Company has issued a Bond of Financial Responsibility No.	o. 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:			
Procurement/Contractor/Lessee Name: Waste R	Grant Funded: YESNO			
Purpose: Mn-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			
Department: PW  Dept. Monitor Name: My	<del></del>			
Purchasing Review				
Fuchasing keviev	. ,			
Procurement or Contract/Lease requirements are met:	11-77-17			
Such asian Division and asian as Cross Visular Intil In	Date: 17,			
Purchasing Director or designee Greg Kisela, Jeff Hyd	de, Dekild Mason, Malinew Young			
2CFR Compliance Review	(if required)			
Approved as written:				
Grants Coordinator Renee Biby	Date:			
Risk Management Re	view			
Approved as written:				
Sama J. Soiler	Date:			
Risk Manager or designee Laura Porter or Krystal	King ' / '			
County Attorney Rev	iew a lact			
Approved as written: See Amail	Date: 12-477			
	Date: 169 ( /			
County Attorney Gregory T. Stewart, Lyr	n Hoshihara, Kerry Parsons or Designee			
Following Okaloosa County approval:				
Clerk Finance Document has been received:				
Becomen na been recented.				
Finance Manager or designee	Date:			

#### **DeRita Mason**

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Monday, December 04, 2017 1:14 PM

To:

DeRita Mason Lynn Hoshihara

Cc: 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 <a href="mailto:dmason@co.okaloosa.fl.us">dmason@co.okaloosa.fl.us</a>

Cc: Scott Henson <shenson@co.okaloosa.fl.us>; Ashley Patrick <apatrick@co.okaloosa.fl.us>; Gayle Edge

<gedge@co.okaloosa.fl.us>; Janet Thompson < ithompson@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.