

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/07/2022

Contract/Lease Control #: C18-2660-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WASTE MANAGEMENT INC., OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2018

Expiration Date: 09/30/2024

Description of: NON-EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5774

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C18-2650-PW Tracking Number: 489422

Procurement/Contractor/Lessee Name: waste mgmt Grant Funded: YES NO

Purpose: NON-exclusive commercial agent

Date/Term: 9-30-24

Department #: _____

Account #: _____

Amount: _____

Department: PW Dept. Monitor Name: amb

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

Purchasing Review

Procurement or Contract/Lease requirements are met:

DeRita Mason Date: 8-18-22

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: NO Grant Name: _____

_____ Date: _____

Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8-26-22

_____ Kristina LoFria

Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 8-10-22

_____ Lynn Hoshihara, Kerry Parsons or Designee

County Attorney

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, August 18, 2022 3:37 PM
To: DeRita Mason
Cc: Kerry Parsons; Lydia Garcia
Subject: Re: Non-exclusive Commercial Franchise Agreement with Waste Management

This 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: Thursday, August 18, 2022 2:49:20 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Lydia Garcia
Subject: FW: Non-exclusive Commercial Franchise Agreement with Waste Management

Good afternoon,
Please review and approve.

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

DeRita Mason

From: Lydia Garcia
Sent: Thursday, August 25, 2022 2:05 PM
To: 'Rainer, Doug'; Jim Reece
Cc: Lynn Hoshihara; Kerry Parsons; DeRita Mason
Subject: RE: Non-exclusive Commercial Franchise Agreement with Waste Management

Thank you. This is approved by Risk Management for insurance purposes.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://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: Rainer, Doug <drainer@wm.com>
Sent: Thursday, August 25, 2022 1:10 PM
To: Lydia Garcia <lgarcia@myokaloosa.com>; Jim Reece <jreece@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Kerry Parsons <kparsons@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Non-exclusive Commercial Franchise Agreement with Waste Management

Attached is an updated Excess Liability and Environment Site Liability policy with the language you requested. Please let me know if this takes care of everything.

Thank you,
Doug

Doug Rainer
Public Sector Solutions
Gulf Coast Area
drainer@wm.com



WASTE MANAGEMENT HOUSTON, TX 77253

800-834-2180

For AP inquiries, please visit us at [HTTP://WM.INVOICEINFO.COM](http://WM.INVOICEINFO.COM), email WMSC.AP@WM.COM, or call 1-844-492-9416.

Check No. 1000109411

Doc Date	Invoice Number / Description	Original Amount	Discount Amount	Amount Paid
06/27/2022	2022 COMMERCIAL FRANCHISE DE TO FACILITY FL0128 ATTN: DOUG RAINER	500.00	.00	500.00
Vendor Number 57436		Name OKALOOSA COUNTY FL- BOARD OF COUNTY		
Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
1000109411	08/11/2022	\$500.00	\$.00	\$500.00

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING IN THE ENDORSEMENT SIGNATURE LINE. THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK.



Waste Management
PO Box 3027
Houston, TX 77253

BANK OF AMERICA
COMMERCIAL DISBURSEMENT ACCOUNT
NORTHBROOK, IL

CHECK NO 1000109411
70-2328 / 719

DATE 08/11/2022

PAY EXACTLY

****FIVE HUNDRED DOLLARS AND ZERO CENTS****

Security features included. See back.
PAY EXACTLY

\$ ****500.00

VOID AFTER 90 DAYS

David L. Reed

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TO THE ORDER OF

OKALOOSA COUNTY FL- BOARD OF COUNTY
1759 South Ferdon Blvd
Crestview, FL 32536 United States

⑈ 1000109411⑈ ⑆ 071923284⑆ 008765731184⑈

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

This Agreement is entered into this 1st day of October, 2022, by and between Okaloosa County, Florida and Waste Management Inc. of Florida (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, 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.

**CONTRACT #: C18-2660-PW
WASTE MANAGEMENT INC., OF
FLORIDA
SOLID WASTE FRANCHISE AGREEMENT
EXPIRES: 09/30/2024**

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 or control shall continue in effect for a period of sixty (60) Days; or,
- e. Failed to adhere to any of the provisions of this Agreement; or,
- f. Failure to pay monthly tipping fees charged by the County; or,
- ~~g. Franchisee shall voluntarily abandon, desert, or discontinue its operations hereunder; or,~~
- h. Has consistently and repeatedly violated State, Federal or local laws, ordinances, rules and regulations.

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

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

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

ARTICLE VI. OTHER TERMS AND CONDITIONS

6.1 Indemnification and Hold Harmless

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

6.2 Compliance with Laws, Governing Law, and Venue

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

6.3 Modifications

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

6.4 Severability

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

6.5 Permits and Licenses

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

6.6 Franchise Non-transferable

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

6.7 Third Party Beneficiaries

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

6.8 Notice

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

The authorized representative of the County shall be:

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

The authorized representative of the Franchisee shall be:

Domenica Farmer, Vice President

Waste Management Inc. of Florida

108 Hill Ave.

Fort Walton Beach, FL 32548

Courtesy Copy to:

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

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

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

Article VII. Insurance

7.1 Franchisee's Insurance

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

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

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

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

7.2 Workers' Compensation Insurance

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

7.3 Business Automobile and Commercial General Liability Insurance

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

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

7.4 Limits of Liability

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

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

7.5 Notice of Claims and Litigation

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

7.6 Certificates of Insurance

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

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

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

7.7 General Terms

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

7.8 Umbrella Insurance

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

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

Domenica Farmer
Signature

Domenica Farmer
Print Name

Print Name

Date: 7, 25, 22

WITNESS

Brenda Walker
Signature

Brenda Walker
Print Name

OKALOOSA COUNTY, FLORIDA

Mel Ponder
Mel Ponder, Chairman

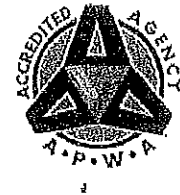
Date: SEP 06 2022



ATTEST:

J.D. Peacock, II
J.D. Peacock, II, Clerk





Okaloosa County Nonexclusive Commercial Solid Waste Collection Franchise Application Instructions

Beginning January 1, 2018, commercial waste haulers who collect solid waste from commercial businesses within the Okaloosa County (County) Service Area must hold a valid Nonexclusive Commercial Solid Waste Collection Franchise (Nonexclusive Franchise). County Ordinance makes it unlawful for any person to engage in the business of collecting solid waste for transport or disposal of commercial solid waste generated in the Service Area or to engage in the business of soliciting accounts or invoicing customers for commercial solid waste service in the Service Area without a valid Nonexclusive Franchise. The Service Area is all of unincorporated Okaloosa County. The collection of C&D is not included in the Nonexclusive Franchise and will remain open market in the Service Area.

Please allow up to 30 days for the application process from submittal to approval by the Board of County Commissioners. For questions or assistance regarding the application process, please email swregistration@co.okaloosa.fl.us or call 850-689-5774.

During the application processing period and during the full term of the Nonexclusive Franchise, all information contained in the franchise application shall be kept up-to-date by the applicant who shall file a new verified statement within forty-eight (48) hours of any change indicating in detail the nature of any change in the information.

Application Packet

To be eligible for a Nonexclusive Franchise, the following must be completed and submitted:



Application

The attached application must be completed in its entirety. An incomplete form will delay the application process and may be cause for denial.

- Vehicles and Equipment

The total number of collection vehicles to be operated with the Service Area under the franchise must be reported, including any vehicles used as backup vehicles. Applicant must also complete the Vehicle Inventory Report with detailed vehicle information.



Drug-Free Workplace Form

The attached Drug-Free Workplace Form must be completed and submitted with the application packet.



Proof of Insurance

Proof of Insurance must be submitted with the application packet. Insurance limits are located in Article 7 of the Agreement. Applicant with employees must provide verification of Worker's Compensation Insurance. If applicant is Owner/Operating and has no employees, Worker's Compensation Insurance requirements are waived; however, applicant must provide a letter stating that the company has no employees and, therefore, is not required to secure Workers' Compensation Insurance. Should the company hire an employee or several

employees, the waiver is null and void, and the company must secure Workers' Compensation Insurance.



Business License

Please provide a copy of a valid business license.



Vehicle Inventory Report

All applicants must complete the Vehicle Inventory Report for all vehicles that will be used for collection pursuant to this Franchisee. A Microsoft Excel template is provided to assist the applicant with developing a Vehicle Inventory Report. Applicants are not required to utilize the template but all fields must be provided to be deemed complete. The Vehicle Inventory Report must be submitted as an electronic Microsoft Excel spreadsheet file with the application packet. In the event that a new vehicle is added during the term of the Franchise, or a vehicle is taken off the road, a revised Vehicle Inventory Report must be submitted.



Franchise Agreement

The Nonexclusive Commercial Solid Waste Collection Franchise Agreement is attached. Two executed copies must be submitted with the application packet.



Application Fee

A non-refundable application fee of \$500.00 must be submitted with the application packet. Checks or Money Orders should be made payable to "Board of County Commissioners."

Application Review Process

As part of the application review process, County staff may conduct a site visit of applicant's facility to verify completeness, accuracy, and validity of the application and to review applicant's internal controls regarding reporting requirements. The Contract Manager shall take into consideration all components of the application including, but not limited to, the completeness, accuracy, and validity of the application. The Contract Manger shall also have the authority to verify independently any and all statements made and implied in the application. The Contract Manager may also request clarification from any applicant of any or all elements of the submitted application.

Upon submittal, the application will be reviewed for completeness. After a review is conducted, and within fifteen (15) business days from receipt of submission, written notice will be sent to the applicant reporting the status of the application.

If the application has been deemed complete, the Public Works Director will recommend to the Board of County Commissions (Board) at the next available Board Meeting to approve and execute the Franchise Agreement. Regular Board meetings are typically conducted on the first and third Tuesday each month; however, a recommendation for award must be submitted ten (10) calendar days prior to the Board meeting. Board meetings may be cancelled at any time without notice.

If the application has been deemed incomplete, the applicant will be notified as to details causing the application to be incomplete.

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 7-25-22

SIGNATURE: Domenica Farmer

COMPANY: Waste Management Inc.
of Florida

NAME: Domenica Farmer
(Typed or Printed)

ADDRESS: 108 Hill Ave
Fort Walton Beach, FL
32548

TITLE: Vice President

E-MAIL: dfarmer@wm.com

PHONE NO.: 850-324-8137



Nonexclusive Commercial Solid Waste Collection Franchise Application



OWNER/OPERATOR CORPORATION

Waste Management Inc. of Florida

59-1094518

Full Corporate Name

Federal ID

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

Phone

108 Hill Ave, Fort Walton Beach, FL 32548

850-301-2822

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

Phone

Corporate Officers: (Names)

David Myhan

Domenica Farmer

President

Vice-President

Courtney Tippy

David Reed

Secretary

Treasurer

Office Manager

PARTNERSHIP

Partnership Name

Federal ID

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

Phone

Name and Address of Partners

Phone

INDIVIDUAL OWNER

Name of Owner

Address: (Street, City, State, Zip)

Phone



CONTACT INFORMATION

Doug Rainer 850-499-0277
 Primary Contact Person and Title for All Correspondence for Franchise Phone

drainer@wm.com 850-499-0277
 E-mail Address Mobile Phone

VEHICLES AND EQUIPMENT

Number of Vehicles: 14

Number of Solid Waste Containers, in use and in inventory in use 1,474; inventory 130

Site Address: 108 Hill Avenue, Fort Walton Beach, FL 32548

CERTIFICATIONS (PLEASE INITIAL AFTER EACH)

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

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

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

Domenica Farmer
Signature

SUBMISSION

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

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

For Office Use Only:

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



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)
12/9/2021

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No., Ext):	FAX (A/C, No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Fire Underwriters Insurance Company		20702
INSURER D: ACE Property & Casualty Insurance Co		20699
INSURER E:		
INSURER F:		

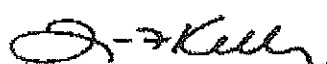
COVERAGES FLFTWABE CERTIFICATE NUMBER: 3494268 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCLL INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G72492365	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25550328	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEUG27929242 007	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C68918595 (AOS) WLR C68918538 (AZ,CA & MA) SCF C68918637 (WI)	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25550286	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ALL DEDUCTIBLES ARE THE SOLE RESPONSIBILITY OF WASTE MANAGEMENT INC. OF FLORIDA.

CERTIFICATE HOLDER**CANCELLATION**

3494268 OKALOOSA COUNTY 5479-A OLD BETHEL ROAD CRESTVIEW FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
7872	ENVIRONMENT WASTE SYSTEMS INC

ENVIRONMENT WASTE SYSTEMS INC
108 HILL AVE NW
FT WALTON BEACH, FL 32548

IS YOUR BUSINESS CLOSED?

To request the closure of your Okaloosa County Business Tax Receipt, please complete and submit the online form at OkaloosaTax.com/CloseBusinessTaxAccount/

Please review all the information on this notice for accuracy. If any of the information is incorrect, please contact the Tax Collector's Office via email at BTRWeb@OkaloosaTax.com

BUSINESS NAME: ENVIRONMENT WASTE SYSTEMS INC

OWNER NAME: MANAGEMENT INC WASTE
ACCOUNT NUMBER: 7872
RECEIPT NUMBER: 260310007653

TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 108 NW HILL AVE
FORT WALTON BEACH, FL 32548

MAILING ADDRESS: 108 HILL AVE NW
FT WALTON BEACH, FL 32548

AMOUNT	\$35.00
PRIOR YEARS	0.00
<input type="checkbox"/> TOTAL DUE BY Jun 30, 2022	\$0.00
<input type="checkbox"/> IF PAID BY Jul 31, 2022	\$0.00
<input type="checkbox"/> IF PAID BY Aug 31, 2022	\$0.00
<input type="checkbox"/> IF PAID BY Sep 30, 2022	\$0.00
<input type="checkbox"/> IF PAID BY Oct 31, 2022	\$0.00

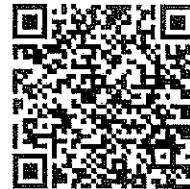
Paid 0-21012184 35.00 07/16/2021

PAYMENT OPTIONS

QUICKLY AND SECURELY RENEW YOUR BUSINESS TAX RECEIPT AT

OkaloosaTax.com

E-check is **FREE**



SCAN WITH
PHONE
TO RENEW

MAIL
P.O. Box 9
Shallmar, FL 32579

DROP BOX
Located at each
office location

PHONE
850.651.7300 or
#TAX (#829) from Cell

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
7872	ENVIRONMENT WASTE SYSTEMS INC

ENVIRONMENT WASTE SYSTEMS INC
108 HILL AVE NW
FT WALTON BEACH, FL 32548

PAY ONLINE OkaloosaTax.com	AMOUNT	\$35.00
	PRIOR YEARS	0.00
PAY BY MAIL P.O. BOX 9 Shallmar, FL 32579	<input type="checkbox"/> TOTAL DUE BY Jun 30, 2022	\$0.00
	<input type="checkbox"/> IF PAID BY Jul 31, 2022	\$0.00
	<input type="checkbox"/> IF PAID BY Aug 31, 2022	\$0.00
	<input type="checkbox"/> IF PAID BY Sep 30, 2022	\$0.00
	<input type="checkbox"/> IF PAID BY Oct 31, 2022	\$0.00

Paid 0-21012184 35.00 07/16/2021

RETAIN THIS PORTION FOR YOUR RECORDS

BALANCE DUE IS DETERMINED BY THE DATE THE PAYMENT IS POSTMARKED

PLEASE MAKE CHECKS PAYABLE TO BEN ANDERSON, TAX COLLECTOR, MAIL PAYMENTS TO P.O. BOX 9, SHALLMAR, FL 32579

RETURN WITH PAYMENT

