CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	<u>09/07/202</u> 2
Contract/Lease Control #	: <u>C18-2660-PW</u>
Procurement#:	NA
Contract/Lease Type:	AGREEMENT
Award To/Lessee:	WASTE MANAGEMENT INC., OF FLORIDA
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	<u>01/01/2018</u>
Expiration Date:	09/30/2024
Description of:	NON-EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT
Department:	PW
Department Monitor:	AUTREY
Monitor's Telephone #:	<u>850-689-5774</u>
Monitor's FAX # or E-mail:	JAUTREY@MYOKALOOSA.COM

Closed: Cc: BCC RECORDS

.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

INTERNAL COORDI	
Procurement/Contract/Lease Number:	-Udg-0-Patracking Number: 4894-90
Procurement/Contractor/Lessee Name: WOST	e manghet Grant Funded: YES_NO_
Purpose: NON - EXCluding CM	nmercial afcent
Date/Term:	· 동생은 바람을 많은 것을 수 있는 것을 많은 것을 수 있다. 것은 것은 것을 가지 않는 것을 수 있는 것을 수 있는 것을 수 있다. 것을 하는 것을 수 있는 것을 수 있다. 것을 하는 것을 수 있는 것을 수 있다. 것을 수 있는 것을 수 있다. 것을 수 있는 것을 수 있다. 않다. 않다. 않다. 않다. 않다. 않다. 않다. 않다. 않다. 않
Date/Term: 1 2 C 7	1. 🖾 GREATER THAN \$100,000
Department #:	2. 🔲 GREATER THAN \$50,000
Account #:	3. 🔲 \$50,000 OR LESS
Amount:	
Department: 12 Dept. Monitor Na	me:
Procurement or Contract/Lease requirements are r	
10 kita man	Date: 8-18-22
Purchasing Manager or designee Jeff Hyde, D	DeRita Mason, Jesica Darr, Amber Hammonds
2CFR Compliance R	eview (if required)
Approved as written: ND Fed	Grant Name:
Grants Coordinator Suzanne U	lloa
Risk Managem	ent Review
Approved as written: Sel Qr	25-25-8 -26-22
Risk Manager or designee Kristina La	ofria
Approved as written: SU M	lail allal
County Attorney Lynn Hoshihara,	Date: 079-22 Kerry Parsons or Designee
Department Fun	ding Review
Approved as written:	Date:
IT Review (if a	pplicable)
Approved as written:	
	Date:
Revised September 22, 2020	

DeRita Mason

From:	Lynn Hoshihara
Sent:	Thursday, August 18, 2022 3:37 PM
То:	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 <u>dmason@myokaloosa.com</u>

DeRita Mason

From:Lydia GarciaSent:Thursday, August 25, 2022 2:05 PMTo:'Rainer, Doug'; Jim ReeceCc:Lynn Hoshihara; Kerry Parsons; DeRita MasonSubject: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: <u>riskinfo@myokaloosa.com</u>

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 <u>drainer@wm.com</u>

1759 South Ferdon Blvd Crestview, FL 32536 United States

OKALOOSA COUNTY FL- BOARD OF COUNTY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PAY EXACTLY

\$

****500.00

VOID AFTER 90 DAYS

f Security leatures included Details on back

HIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING IN THE ENDORSEMENT SIGNATURE LINE, THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK. CHECK NO

\$.00

Discouts Taken

70-2328/719

1000109411

Total Amount

\$500.00

BANK OF AMERICA COMMERCIAL DISBURGEMENT ACCOUNT NORTHBROOK J.

COUNTY চিন্দ 08/11/2022

DATE-08/11/2022

PAY EXACTLY

TO THE

ORDER ٦F

Vaidor Samber 57436

Check Mumber

1000109411

Waste Management PO Box 3027 WASTE MANAGEMENT HOUSTON, TX 77253

Manualoosa County FL-BOARD OF

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

Total Paid Amount \$500.00

Original Amount **Discount Amount** Amount Paid 500.00 .00

WMSC.AP@WM.COM, or call 1-844-492-9416.

500.00

avoide Nomber 7

2022 COMMERCIAL FRANCHISE

EXP_TO_LOC / Description

DE TO FACILITY FLO128 ATTN: DOUG RAINER

1000109411 Doc Date

06/27/2022

Citeck No.

For AP inquiries, please visit us at HTTP://WM.INVOICEINFO.COM, email

366-834 2089

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 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 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:

A.	Worke	r's Compensation	LIMIT
	(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.	Persor	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.

Nomenica stainer Signature

Domenica Farmer Print Name

Date: 7,25,22

WITNESS

Brinda Walker Brinda Walker

Print Name

OKALOOSA COUNTY, FLORIDA

Mel Ponder, Chairman SEA SEP 0 6 2022 Date:

ATTEST: J.D. Peadook, II, Clerk



Page 8





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 <u>swregistration@co.okaloosa.fl.us</u> 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

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N

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 Nonexclusive Commercial Solid Waste Collection Franchise Application Instructions

> 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

M

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 Manager 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 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 complies fully with the above requirements.

Imenica Former 7-25-22 DATE: COMPANY: NAME: ADDRESS: TITLE: <u>Vice President</u> E-MAIL: <u>dfarmer@www.com</u> PHONE NO .: 850 - 324 - 8/3



Nonexclusive Commercial Solid Waste Collection Franchise Application



owner/operator corporation Waste Management Inc. of	f Florida	59-1094518
Full Corporate Name		Federal ID
Home Office Address: (Street, City, State, Zip)		Phone
108 Hill Ave, Fort Walton Be	each, 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	ed	
Secretary	Treasurer	ann an airteantainte
		<u>`</u>
Office Manager		
PARTNERSHIP		
Partnership Name		Federal ID
Business Address: (Street, City, State, Zip)		Phone
Name and Address of Partners		Phone
INDIVIDUAL OWNER	<u></u>	
Name of Owner		
	·····	Phone





CONTACT INFORMATION

Doug Rainer	
Primary Contact Person and Title for All Corresponde	ence for Franchise

drainer@wm.com

E-mail Address

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. <u>DF</u> (Initial)

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

I hereby	certify that	t by	I have th	e autl	norization on bel	nalf of	Waste I	Manageme	ent Inc. (of Flo	ída (insert
-	•				application.			certify	that	if	approved,
Waste	Managem	ent l	nc. of Flo	rida	(insert business n	ame) s	hall adhe	ere to all r	equiren	nents	of Chapter

11, Article VI, relevant to Commercial Solid Waste Collection.____

omenia Signature

850-499-0277

Phone

850-499-0277

Mobile Phone

SUBMISSION

The application packet may be submitted electronically via email to <u>swregistration@co.okaloosa.fl.us</u>. 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:

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

ACORD CERT	F	СА	TE OF LIABIL	ITY.	INSUF	RANCE		(MM/00/YYYY) /9/202
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AND	LY OF ANCE	R NE	GATIVELY AMEND, EXTEN S NOT CONSTITUTE A CC	D OR A	LIER THE C	OVERAGE A	E CERTIFICATE HOLDER. THIS	
IMPORTANT: If the certificate holder la If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	an AC the f	DITIC	NAL INSURED, the policy and conditions of the poli	cy, cert indorse	tain policies r ment(s).	ITIONAL INSI nay require a	JRED provisions or be endorsed n endorsement. A statement on	l.
PROBUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUIT	E 700)		PHIONE A/C, N	ACT o, Ext):		FAX	
HOUSTON TX 77042 866-260-3538				E-MAIL ADDRI	È\$5:	SURER(S) AFEC		NAIC #
INSURED WASTE MANAGEMENT HOLD	Mas	INC			era: ACE	American In	surance Company	22667
1300299 RELATED & SUBSIDIARY CON WASTE MANAGEMENT, INC C	1PAN	ES II	VCLUDING:	INSUR	ERC: ACE F	ire Underwrit	Co of North America	43575
108 HILL AVENUE FORT WALTON BEACH FL 325	548			INSUR INSUR		roperty & Cas	sualty Insurance Co	20699
COVERAGES FLFTWABE CEP	TIFI	CATE	NUMBER: 3494268	INSUR			REVISION NUMBER: XXX	L XXXX
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	equii Pert H Po	reme Ain, " Licie	NT, TERM OR CONDITION THE INSURANCE AFFORDI S. LIMITS SHOWN MAY H	of an Ed by 1 Ave be	Y Contrac The Policies En Reduce	f or other 5 describee D by paid cl	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO ALL T AIMS.	WHICH THIS
INSR TYPE OF INSURANCE	1	SUBR WVD			POLICY EFF		60	00.000
	Y	Y	HDO G72492365		1/1/2022	1/1/2023		00,000 00,000
X XCUINCLUDED X ISO FORM CG00010413								<u>XXXXX</u> 00,000
GEN'L AGGREGATE LIMIT APPLIES PER:								00,000
POLICY X PECT X LOC							PRODUCTS - COMP/OP AGG \$ 6,0	00,000
	Y	Y	MMT H25550328	**************************************	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT s 1,0	00,000
X ANY AUTO X AVITOS ONLY AUTOS X AVITOS ONLY AUTOS X AVITOS ONLY X AVITOS ONLY							BODILY INJURY (Per accident \$ XX	XXXXX XXXXX
X MCS-90								XXXXX XXXXX
D X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	Y	Y	XEUG27929242 007		1/1/2022	1/1/2023		<u>000,000</u> 000,000
DED RETENTION S B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<u> </u>	Y	WILD CC9019505 (ACC)		1/1/2000	1/1/2013		XXXXX
AND EMPLOYERS' LIABILITY Y/N A ANY PROPRIETOR/PARTNER/EXECUTIVE N	NIA	Y	WLR C68918595 (AOS) WLR C68918558 (AZ,CA SCF C68918637 (WI)	& MA	1/1/2022)1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023		00,000
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						17112025		00,000 00,000
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 / V	EHICL		CORD 101, Additional Remarks	Schedu	le, may be atta	ched if more sp	ace is required)	
BLANKET WAIVER OF SUBROGATION REQUIRED BY WRITTEN CONTRACT V ALL POLICIES (EXCEPT FOR WORKER ARE THE SOLE RESPONSIBILITY OF W	IS GI	2 A N'	TED IN FAVOR OF CERT	ገፍበር ል ነ	LL HUI DEB	ON ALL PO	LICIES WHERE AND TO THE	EXTENT JRED ON JCTIBLES
CERTIFICATE HOLDER				SHO THE	EXPIRATION D		CRIBED POLICIES BE CANCELLED B , NOTICE WILL BE DELIVERED IN PROVISIONS.	EFORE
3494268				AUTHO	RIZED REPRES	ENTATIVE	········	
OKALOOSA COUNTY 5479-A OLD BETHEL ROAD CRESTVIEW FL 32536							~	
					6t		->Kelly	
ACORD 25 (2016/03)	TI	ne AC	CORD name and logo at	re regi			ORD CORPORATION. All rig D	hts reserved

BEN ANDERSON

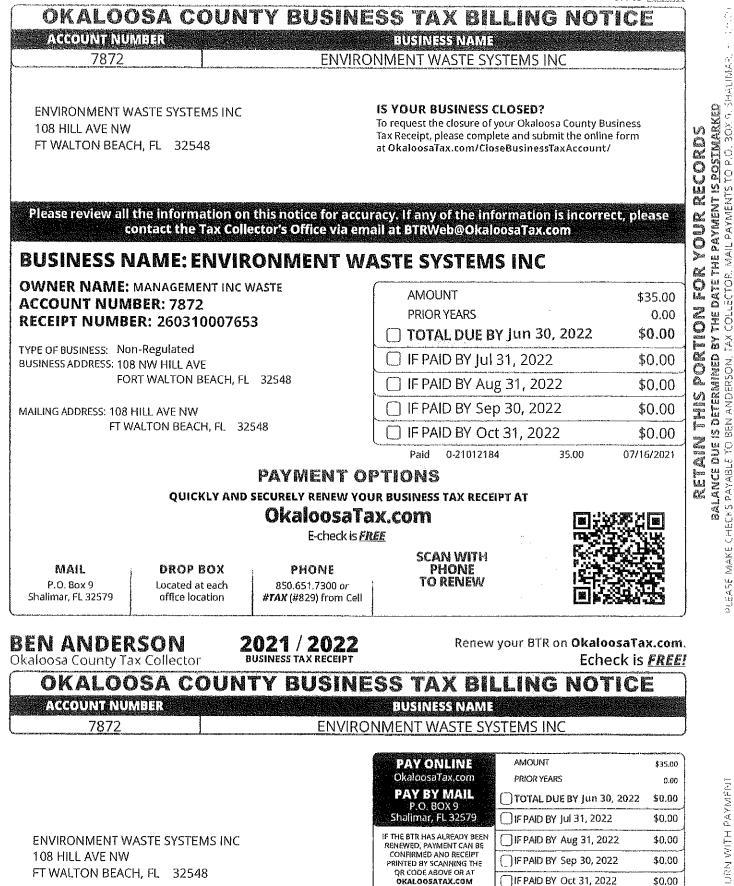
Okaloosa County Tax Collector



Renew your BTR on OkaloosaTax.com. Echeck is EREE!

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FAX COLLECTOR, MAIL PAYMENTS TO P.O. 30X 9, SHALIMAR, --



0-21012184

Paid

35.00

07/16/2021



Nonexclusive Commercial Solid Waste Collection Franchise Application Vehicle Inventory Report



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1	Z11345		E E		Mp:613	of District Street	. 1,200	2.2 · · · · · · · · · · · · · · · · · ·	24 Aug		2013	000000000000000000000000000000000000000	1ABC02304FG557890	123480	YES	ND	e des -	- JYES -	985 -	NG
	211345	FEL	FL	Autocar	ACX64	2013	252,305	CNG	Heil	612-3528	2013		5VCACLLE8DH215235	N 4357Q	YES	NO	YES	YES	YES	
2		FEL	FL	Autocar	ACX64	2013	242,931	CNG	Heil	612-3528	2013		SVCACLLEXDH215237	N 6836V	YES	NO	YES	YES	YES	
- 3	211347 211348	FEL	FL	Autocar	ACX64	2013	238,333	CNG	Heil	612-3528	2013		5VCACLLE9DH215097	N 1760U	YES	NO	YES	YES	YES	
5	211348	FEL FEL	FL	Autocar	ACX64	2013	254,222	CNG	Heil	612-3528	[2013		5VCACLLEODH215098	N 1759U	YES	NO	YE5	YE5	YES	
6	211349 211350	· · · · · · · · · · · · · · · · · · ·	FL.	Autocar	ACX64	2013	321,330	CNG	Heil	612-3528	2013		5VCACLLE6DH215235	N 2197X	YES	NO	YES	YES	YE5	
7	211350	FEL FEL	FL,	Autocar	ACX64	2013	211,377	ĆNG	Heil	612-3528	2013		5VCACLLE1DH215238	N 2198X	YES	NO	YES	YES	YES	
8	215452	FEL	FL	Autocar	ACX64	2013	262,539	CNG	Heil	612-3528	2013		5VCACLLE3DH215239	N 8978Y	YES	ND	YES	YES	YE5	
9	209522		FL	Mack	TE64£	2020	70,658	CNG	Heil	SIERRA40	2020		1M2TE7GC5LM001211	P 1183E	YES	NO	YES	YES	YES	
10	217025	FEL	FL.	Peterbilt	320	2009	173,345	Diesel	McNeilus	4029	2007		3BPZL00X49F718922	P1164A	NO	YES	YES	YES	YES	
10	414224	ROL	FL	Mack	TE64E	2022	18,565	Diesel	McNellus	4029	2022		1M2TE2GC9NM007020	ME04DS	YES	NO	YE5	YE5	YES	
11	414225	Construction of the local division of the lo	FL	Freightliner	M2112	2014	277,322	CNG	Galbreath	AF10174	2014		1FVHC5DX1EHFM5798	P82898	N/A	N/A	YES	YES	YE5	
13		ROL	FL	Freightliner	MZ112	2014	357,107	CNG	Galbreath	AF10174	2014		1FVHC5DX1EHFM5799	P82908	N/A	N/A	YES.	YES	YES	
	414225	ROL	FL	Freightliner	M2112	2014	349,658	CNG	Galbreath	AF10174	2014		1FVHCSDX1EHFM5800	P82919	N/A	N/A	YES	YES	YES	
14	411061	ROL	FL.	Mack	CV713	2005	598,687	Diesel	Galbreath	u5-10-174 wm	2005	N/A	1M2AG11C25M023242	P91838	N/A	N/A	YES	YES	YES	
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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

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09/08/2020

Contract/Lease Control #: C18-2660-PW

- Procurement#: <u>NA</u>
- Contract/Lease Type: <u>AGREEMENT</u>

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

Owner/Lessor: OKALOOSA COUNTY

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

Expiration Date: <u>09/30/2022</u>

Description of: <u>SOLID WASTE FRANCHISE AGREEMENT</u>

Department: <u>PW</u>

Department Monitor: <u>AUTREY</u>

Monitor's Telephone #: <u>850-689-5774</u>

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

Closed: Cc: BCC RECORDS

A	CORD [®] C	ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E		(MM/DD/YYYY)
								1/1/2023	_	9/2021
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS	IVEL SURA	Y OR	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTI	ER THE CO	VERAGE AFFORDED	BY THE	POLICIES
R	EPRESENTATIVE OR PRODUCER, A	ND T	HE C	ERTIFICATE HOLDER.		_				
lf	IPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject	t to t	he tei	rms and conditions of th	ne polic	y, certain po	olicies may i	NAL INSURED provisio require an endorseme	nsorbe nt. Ast	e endorsed. atement on
	is certificate does not confer rights	to the	cert	ificate holder in lieu of si)			
PRO	DUCER LOCKTON COMPANIES		-		CONTA NAME:					
	3657 BRIARPARK DRIVE, SU	ЛТЕ	700		PHONE (A/C, No	, Ext):		FAX (A/C, No)	:	
	HOUSTON TX 77042 866-260-3538				E-MAIL ADDRE	SS:				
	800-200-3538					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
					INSURE	RA: ACE A	merican In	surance Company	_	22667
INSU		אות	GS I	NC & ALL AFFILIATED					 a	43575
130	0299 RELATED & SUBSIDIARY C				INSURE	RC: ACE Fi	re Underwri	iters Insurance Compa	inv	20702
	WASTE MANAGEMENT, INC							asualty Insurance Co		20699
	108 HILL AVENUE				INSURE					
	FORT WALTON BEACH FL 3	2548			INSURE					
CO	VERAGES FLFTWABE CER	TIFI	CATE	ENUMBER: 1505685		<u></u>		REVISION NUMBER:	- XX	XXXXX
	IS IS TO CERTIFY THAT THE POLICIES	_				N ISSUED TO				
CE	DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	PERT	AIN.	THE INSURANCE AFFORD	ED BY	THE POLICIE:	S DESCRIBE			
INSR LTR		ADDL	SUBR WVD			POLICY FFF	POLICY EXP (MM/DD/YYYY)		TS	·
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G72492365		1/1/2022	1/1/2023	EACH OCCURRENCE		00,000
л	CLAIMS-MADE X OCCUR	1		nD0 072492303		1/1/2022	1/1/2023	DAMAGE TO RENTED		00,000
	X XCU INCLUDED							<u>PREMISES (Ea occurrence)</u> MED EXP (Any one person)		XXXXX
	X ISO FORM CG00010413	[) i					PERSONAL & ADV INJURY		00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:									00,000
		Į						GENERAL AGGREGATE	+	
		i i				İ		PRODUCTS - COMP/OP AGG	<u>\$ 0,00</u>	00,000
		+		MMT H25550328		1/1/2022	1/1/2022	COMBINED SINGLE LIMIT	Ļ	
Α	1	Y	Y	MMT 1125550528		1/1/2022	1/1/2023	(Ea accident) BODILY INJURY (Per person)		00,000
		i						·		XXXXX
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident PROPERTY DAMAGE		XXXXX
		1	1					(Per accident)		XXXXX
	X MCS-90	┣━━	<u> </u>			- <u>-</u>				XXXXX
D		Y	Y	XEUG27929242 007		1/1/2022	1/1/2023	EACH OCCURRENCE		000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		000,000
	DED RETENTION \$								<u>\$ XX</u>	XXXXX_
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	ļ	Y	WLR C68918595 (AOS)		1/1/2022	1/1/2023	X STATUTE ER		
A C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WLR C68918558 (AZ,CA SCF C68918637 (WI)	& MA)	1/1/2022	1/1/2023 1/1/2023	E.L. EACH ACCIDENT	\$ 3,00	00,000
	(Mandatory in NH) (If yes, describe under							E.L. DISEASE - EA EMPLOYE	<u>e \$ 3,00</u>	<u>00,000</u>
	DESCRIPTION OF OPERATIONS below	1						E.L. DISEASE - POLICY LIMIT	\$ 3.00	00,000
Α	EXCESS AUTO LIABILITY	Y	Y	XSA H25550286		1/1/2022	1/1/2023	COMBINED SINGLE LI \$9,000,000	MIT	
	LIABILITY	ļ						(EACH ACCIDENT)		
									<u> </u>	
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC									
CON	VKET WAIVER OF SUBROGATION IS GRAN IRACT WHERE PERMISSIBLE BY LAW. CEI	RTIFIC	ATE H	IOLDER IS NAMED AS AN AD	DITION/	AL INSURED OF	N ALL POLICIE	S (EXCEPT FOR WORKERS	' COMP/E	
	TO THE EXTENT REQUIRED BY WRITTEN (PENSATION/EL) WHERE AND TO THE EXTE									POLICIES
WHE	RE AND TO THE EXTENT REQUIRED BY WI	RITTE	N CON	TRACT WHERE PERMISSIBL	E BY LA	W. ALL POLICI	ES (EXCEPT W	ORKERS' COMPENSATION	/EL) CON	TAIN A
SPEC	IAL ENDORSEMENT WITH "PRIMARY AND	NON	CONTI	RIBUTORY" WORDING, 30 DA	AS NOT	iC'				
						CON	TRACT: C	218-2660-PW		
							_	GEMENT INC., C		אחופר
CE					CANC					
	15056852					- 306		E FRANCHISE AC	אכבו	
!	OKALOOSA COUNTY BCC				SHO		RES: 12/2	21/2021		
	5479-A OLD BETHEL ROAD				THE		יי ייסק בעד ד	Y PROVISIONS.		
	CRESTVIEW FL 32536									
					AUTHO	RIZED REPRESE				
								->Kell		
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L				<u> </u>	L	 @ 10	89.2015 AC	ORD CORPORATION.	All rial	

DATE (MM/DD/YYYY)

The ACORD name and logo are registered marks of ACORD

(18-2600 rw

ACORD CERT	IFI	CA	TE OF LIABIL	ITY	INSUR	ANCE	1/1/2022		(MM/DD/YYYY) 10/2021
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	LY OF	DOE	SATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO	D OR A	LTER THE C	OVERAGE A	FFORDED BY THE POLI	CIES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	an AD the t	DITIO	NAL INSURED, the policy(and conditions of the polic	cy, cert	ain policies n	ITIONAL INSU nay require an	URED provisions or be e n endorsement. A state	endorsed ment on	
RODUCER LOCKTON COMPANIES				CONTA	CT				
3657 BRIARPARK DRIVE, SUI	TE 700)		PHONE (A/C, N	o, Ext):		FAX (A/C, No	o):	
HOUSTON TX 77042 866-260-3538				E-MAIL ADDRE	SS:				1
					15 Contraction of the	the second s	RDING COVERAGE		NAIC #
		INIO					surance Company		22667 43575
USURED WASTE MANAGEMENT HOLD 300299 RELATED & SUBSIDIARY COI							Co of North America ers Insurance Company		20702
WASTE MANAGEMENT, INC (sualty Insurance Company	10 Acres - 17	20699
108 HILL AVENUE FORT WALTON BEACH FL 32	548			INSUR		topeny a cu	dury insurance co		20077
TORT WALFON BEACHTESE	040			INSURI					
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	S OF EQUIF PERT CH PO	INSUI REME AIN, T LICIE	NT, TERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER S DESCRIBED D BY PAID CL	DOCUMENT WITH RESI D HEREIN IS SUBJECT T AIMS.	PECT TO	OLICY PERIOD WHICH THIS
SR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		and the second second second		00.000
	Y	Y	HDO G71572985		1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	-	00,000
							Contractor and Contractor	- <u>-</u> - <u>-</u> -	XXXXXX
X XCU INCLUDED	-						MED EXP (Any one person) PERSONAL & ADV INJURY	14	00,000
X ISO FORM CG00010413	-								00,000
POLICY X PRO- X LOC							GENERAL AGGREGATE PRODUCTS - COMP/OP AG		00,000
12010-2201							PRODUCTS - COMP/OF AG	\$	00,000
	Y	Y	MMT H25308645		1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)		00,000
X ANY AUTO	1	1	WIWH 1125500045		1/1/2021	1/1/2022	BODILY INJURY (Per person		XXXXXX
X ANTAUTO X OWNED AUTOS ONLY AUTOS							BODILY INJURY (Per accide	_	XXXXXX
X AUTOS ONLY AUTOS X HIRED X AUTOS ONLY X AUTOS ONLY							PROPERTY DAMAGE (Per accident)		XXXXXX
X MCS-90								\$ X)	XXXXXX
D X UMBRELLA LIAB X OCCUR	Y	Y	XOOG27929242 006		1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 15	,000,000
EXCESS LIAB	1	1				STREET FOR THE PROCESSION	AGGREGATE	\$ 15	,000,000
DED RETENTION \$									XXXXXX
B AND EMPLOYERS' LIABILITY Y/I		Y	WLR C6781180A (AOS)		1/1/2021	1/1/2022	X PER OT EF		
A ANY PROPRIETOR/PARTNER/EXECUTIVE N			WLR C67811768 (AZ,CA SCF C67811847 (WI)	A & MA	1/1/2021	1/1/2022 1/1/2022	E.L. EACH ACCIDENT		00,000
(Mandatory in NH) If ves, describe under	-		286 20				E.L. DISEASE - EA EMPLOYEE		00,000
DÉSCRIPTION OF OPERATIONS below					1/1/2021	1/1/2022	E.L. DISEASE - POLICY LIMIT	1.0 - 2-	00,000
A EXCESS AUTO LIABILITY	Y	Y	XSA H25308608		1/1/2021	1/1/2022	COMBINED SINGLE LIN \$9,000,000 (EACH ACCIDENT)	11	
DESCRIPTION OF OPERATIONS / LOCATIONS / HIS CERTIFICATE SUPERSEDES ALL PREVIOU SLANKET WAIVER OF SUBROGATION IS (WRITTEN CONTRACT WHERE PERMISSIBL WHERE AND TO THE EXTENT REQUIRED VORKERS' COMPENSATION/EL) WHERE AND T VORKERS' COMPENSATION/EL) CONTAIN CANCELLATION IS INCLUDED ON THE POL	SLY ISS RANT E BY I BY WF ND TO O THE A SPE	SUED ED IN LAW. UTTEI THE	CERTIFICATES FOR THIS HOL I FAVOR OF CERTIFICATE I CERTIFICATE HOLDER IS N CONTRACT. ADDITIONAL EXTENT REQUIRED BY WITTI ENT REQUIRED BY WRITTI	DEH, AP HOLDEI NAMEI L INSUF RITTEN	R ON ALL POI O AS AN ADD RED IN FAVOI CONTRACT. ITRACT WHEI AND NONCO	ITE CARHIERS LICIES WHERI ITIONAL INSU R OF OKALOC WAIVER OF S RE PERMISSIE NTRIBUTORY	LISTED AND THE FOLIOT E AND TO THE EXTENT URED (EXCEPT FOR WOI DSA COUNTY ON ALL PC SUBROGATION IN FAVOI 3LE BY LAW. ALL POLIC "WORDING. 30 DAYS N	RECORNERS' (LICIES (OF OK IES (EXC	COMP/EL) EXCEPT ALOOSA 'EPT
CERTIFICATE HOLDER				CA	CONT	RACT#:	C18-2660-PW	_	
				S T	WAST SOLID	E MANA	GEMENT INC., FRANCHISE A	OF F GRE	LORIDA EMENT
				A		ES: 09/3	30/2022		
15056852				AUTH	JAILED REPRE	JENTATIVE			
OKALOOSA COUNTY BCC 5479-A OLD BETHEL ROAD CRESTVIEW FL 32536						-	24.11		
						5	->Kell		

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C18-2660-PW Tracking Number: 1050-20			
	Procurement/Contractor/Lessee Name: Wate Managutarant Funded: YESNO_X		
	Purpose: NON-EXCLISIVE COMMERCI	al solid warts	
	Date/Term: <u>9-30-21</u>	1. 🕅 GREATER THAN \$100,000	
	Department #:	2. 🗌 GREATER THAN \$50,000	
	Account #:	3. 🗌 \$50,000 OR LESS	
	Amount: Department:PW Dept. Monitor Name:	auty	
Γ	Purchasing Review		
	Procurement or Contract/Lease requirements are met:	Date: <u>6-15-20</u> 20 Mason, Jesica Darr	
2CFR Compliance Review (if required)			
	Approved as written: NO Fedreal Qu	grant Name:	
	Grants Coordinator Danielle Garcia	Date:	
Approved as written: SEP Email attack attack 8-10-2020 Date:			
L	Risk Manager or designee Edith Gibson or Karen D	onaldson	
County Attorney Review			
	Approved as written: SU email a	tlached Date: 8-18-2020	
	County Attorney Lynn Hoshihara, Kerry Pc		
Department Funding Review Department funding confirmed:			
Contraction of the second		Date:	

Revised December 17, 2019

DeRita Mason

From:Lynn HoshiharaSent:Monday, August 17, 2020 3:13 PMTo:DeRita Mason; 'Parsons, Kerry'Cc:Lisa PriceSubject: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 <u>dmason@myokaloosa.com</u>

DeRita Mason

From: Sent: To: Subject: Karen Donaldson Tuesday, June 16, 2020 1:35 PM DeRita Mason 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

NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

This Agreement is entered into this SEP 0 1 2020, by and between Okaloosa County, Florida and (hereinafter "Franchisee").

ARTICLE I. DEFINITIONS

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

ARTICLE II. AGREEMENT TERM

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

ARTICLE III. SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

3.1 Nonexclusive Services

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

3.2 Applicable Law

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

3.3 Designated Facility

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

3.4 Title to Solid Waste

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

3.5 Disposal Account

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

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. Franchisce 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

Okaloosa County

1.1

Nonexclusive Commercial Solid Waste Collection Services Franchise Agreement

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 representative of the Franchisee shall be:

Runnie E. Bell, Rollie Sector Solutions Manager 108 HILL Avenue Ft. Welton 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

Okaloosa County

Nonexclusive Commercial Solid Waste Collection Services Franchise Agreement

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:

T Th 6367

A. Worker's Compensation		LIMIT	
(1)	State	Statutory	
(2)	Employer's Liability	\$1,000,000 each accident	
B. Bus	iness Automobile & Commercial	\$1,000,000 each occurrence	
Gen	eral Liability Insurance	(A combined single limit)	
C. Pers	onal and Advertising Injury	\$250,000	
D. Poll	ution 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.

enie toure Signature

Domenica Former Print Name

Date: 8 / 13 / 2020

WITNESS Rai E. Bell Signature Ronaiz E. Bell Print Name

OKALOOSA COURTSEAM

Robert A. "Trey" Goodwin III, Chairman

Date: SEP 0 1 2020





Nonexclusive Commercial Solid Waste Collection Franchise Application



OWNER/OPERATOR CORPORATION	
Weste Management Inc. of Florida Full Corporate Name	<u>59-1074518</u> Federal ID
100 Fannin St. Sultre 4000, Honston, TX 77002 Home Office Address: (Street, City, State, Zip)	713-512-6200 Phone
Lo 8 Hill Avenne, Ff. Lun Hon Beach, FL 32548 Local Office Address: (Street, City, State, Zip)	<u>850-301-282</u> 2 Phone
Corporate Officers: (Names)	
David Myhan Damenica Fai President Vice-President	าณ _ั ร
James F. Lambros Devid Ree Secretary Treasurer	el
Office Manager	
PARTNERSHIP	<u> </u>
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

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 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 complies fully with the above requirements.

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DATE:	8/13/2020	SIGNATURE: Amenico Jamen
COMPANY:	Weste Management Inc. of Florid	(Typed or Printed)
ADDRESS:	LOB Hill Avenue Et. 4 Hon Broch, Fr 32548	(Typed or Printed)
		E-MAIL: dfarmer e wm. com
PHONE NO.:	850-324-8137	

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OKALOC BEN AND	OSA COUNTY TAX COLLECTOR		2020 - 2021		RECEIPT NO	.	260310007653
DISTINU	ERSON	OKALOO	SA COUNTY LOCAL BUSINESS TAX R	ECEIPT	EXPIRES	SEPTE	MBER 30, 2021
BUSINESS NAME	ENVIRONMENT WASTE SYSTEM		STATE OF FLORIDA		SUPPLEMEN	TAL	
TYPE OF	Non-Regulated				RENEWAL		
BUSINESS			,		NEW BUSIN	ESS	
BUSINESS	108 NW HILL AVE		OKALOOSA COUNTY		TRANSFER		0.00
ADDRESS	FORT WALTON BEACH, FL 32	548	Tax Collector View Your Account Online		ORIGINAL T	AX	35.00
MAKE CHEC	KS PAYABLE TO: Okaloosa County Tax Co				AMOUNT		0,00
	P.O. Box 1387, Niceville, FL	32588			PENALTY		0.00
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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 open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

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

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

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

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

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

Office	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
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

OFFICE LOCATIONS & HOURS

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.





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



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Nonexclusive Commercial Solid Waste Collection Franchise Application Vehicle Inventory Report

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64	4552	Æ	- H	black	MANIBAR		1 200	- CNT	Sections.		2418	1	El Martin de Martin		. Yes	Ma		7 55		5 0
1	104329	ASL	FL	AUTOCAR	ACX64	2013	168,063	CNG	McNeilus	3148	2013	31	5VCACRLE80H215191	N5558N	YES	NO	YES	YES	YES	
2	104330	ASL	FL	AUTOCAR	ACX64	2013	200,089	CNG	McNeilus	3148	2013	.31	SVCACRLEXDH215192	N5557N	YES	NO	YES	YES	YES	L
3	104331	ASL	FL	AUTOCAR	ACX64	2013	176,754	CNG	McNeilus	3148	2013	31	SVCACRLC1DH215193	N1792U	YES	NO	YES	YES	YES	
4	104332	ASL	FI	AUTOCAR	ACX64	2013	185,555	CNG	McNeilus	3148	2013	31	SVCACRLE3DH215194	TN17910	YES	NO	YE5	YES	YES	
5	104333	ASL	FL	AUTOCAR	ACK64	2013	176,145	CNG	McNeilus	3148	2013	31	SVCACRLESDH215195	N2199X	NO	YES	YES	YES	YES	ļ
6	104334	ASL	FL	AUTOCAR	ACX64	2013	115,629	CNG	McNeilus	3148	2013	31	SVCACRLE7DH215196	N1785U	YES	NO	YES	YES	YES	
7	104335	ASL	FL	AUTOCAR	ACX54	2013	244,718	CNG	MaNeilus	3148	2013	31	SVCACRLE9DH215197	N1784U	YES	NO	YES	YES	YES	'
8	104336	ASL	FL	AUTOCAR	ACX64	2013	164,241	CNG	McNeilus	3148	2013		SVCACRLEODII215198	N1777U	YES	NO	YES	YES	YES	 '
9	104337	ASL	FI,	AUTOCAR	ACX64	2013	158,523	CNG	MoNeilus	3148	7013		SVCACRLF2DH215199	N1786U	NO	YES	YES	YES	YES	
10	104338	ASL	FL	AUTOCAR	ACX64	2013	207,106	CNG	McNeilus	3148	2013		5VCACRL15DH215200	N1787U	NO	YES	YES	YES	YES	 '
11	104339	ASL	FL.	AUTOCAR	ACX64	2013	182,518	CNG	McNeilus	3148	2013		5VCACRLE7DH215201	N1788U	YES	NO	YES	YES	YES	 '
12	104340	ASL	FL	AUTOCAR	ACX64	2013	158,557	QNG	McNeilus	3148	2013		SVCACRLE9DH215202	N1789U	YES	NO	YES	YES	YE5	
13	105805	ASL	FL	AUTOCAR	ACX64	2018	58,673	CING	McNeilus	3148	2018		SVCACRLES/H225138	N7389Z	YES	NO	YES	YES	YES	↓
14	105806	ASL	FL	AUTOCAR	ACX64	2018	87,113	CNG	McNeilus	3148	2018		SVCACBLE7JH225139	N6877Z	YES	NO	YES	YES	YES	4
15	105807	ASL	FL	AUTOCAR	ACX64	2018	69,309	CNG	McNeilus	3148	2018		SVCACRLE3JH225:40	N4752X	NO	YES	YES	YES	YES	L
16	1,05808	ASL	FL	AUTOCAR	ACX64	2018	73,968	CNG	McNeilus	3148	2018		SVCACRLESJH225141	N4753X	NÖ	YES	YES	YES	YES	<u> </u>
17	105244	ASL	FL.	PETERBILT	520	2018	75,722	DIESEL	McNeilus	3148	2018		38PDLIOX11F197985	866461	NO	YES	YES	YES	YE5	
18	106245	ASL	FL	PETERBILT	520	2018	69,518	OIESEL	McNeilus	3148	2018		38PDLI0X51F197987	865463	YES	NO	YES	YES	VES	L
1.9	106246	ASL	FI.	PETERBILT	520	2018	58,D46	DIESEL	McNeilus	3148	2018		38PDU0X3JF197986	866462	Yes	NO	YES	YES	YES	 '
20	311805	REL	FL	FREIGHTLINER	M2112	2013	130,901	CNG	McNeilus	2511	2013		1FVHCSDXXDHF08231	N4356Q	YES	NO	YES	YES	YES	
21	311807	REL	ઘ	FREIGHTUNER	M2112	2013	179,310	CNG	McNeilus	2511	2013		1FVXG1DX00HFH0395	N4354Q	YES	NÖ	YES	YES	YES	L
22	311808	REL	FL	FREIGHTLINER	M2112	2013	138,280	CNG	McNetlus	2511	2013		1FVXG1DX9DHFF0394	N 4353Q	YES	NO	YES	YES	YES	 '
23	311856	REL	Fi	FREIGHTLINER	M2112	2014	147,272	ÇNG	MCNellus	2511	2014		1FVHC5DX8EHFM0758	N 3020U	NO	YES	YES	YES	YES	f
24	311857	REL	FL	FREIGHTLINER	M2112	2013	128,555	CNG	McNeilus	2511	2013		1FVHCSDXXEHFM0759	N 3052U	YES	NO	23Y	YES	YES	h
25	311858	REL	FL	FREIGHTLINER	M2112	2014	123,885	CNG	McNeilus	2511	2014		1FVHC5DX6EHFM0760	N 3042U	NO	NO	YES	YES	YES	L
26	311859	REL	લ	FREIGHTUNER	M2112	2013	169,115	CNG	McNeilus	2511	2013		1FVHCSDX8EHFM0761	N 3039U	ND	NÖ	YES	YES	YES	<u> </u>
27	312045	REL	<u>FL</u>	FREIGHTLINER	M2112	2014	_135,215	CNG	MoNeitus	2511	2014		1FVXG1DX2DHFF0396	N 0035V	NO	NO	YES	YES	YES	h'
28	312069	REL	FL	FREIGHTLINER	M2112	ZC14	121,315	CNG	McNeilus	2511	2014		1FVHC50X3EHFM0781	N 9562U	NO	NO	YES	YES	YES	 '
29	312071	REL	FL	FREIGHTUNER	M2112	2014	115,900	CNG	McNeilus	2511	2014		1FVHCSDX4EHFT0146	N 0037V	NO	NÔ	YES	YES	YES	
30	312072	RÉL	۶L	FREIGHTUNER	M2112	2014	190,374	CNG	McNeilus	2511	2014		1FVHCSDX6EHFT0147	N 6029V	YES	NO	YES	YES	YES	k
31	312073	REL	FL_	FREIGHTLINER	M2112	2014	161,094	CNG	McNeilus	2511	2014		1FVHCSDX8EHFT0148	N 6031V	NO	NO	YES	YES	YES	
32	312074	REL	FL	FREIGHTUNER	M2112	2014	169,941	ONG	McNellius	2511	2014		1FVHC5DXEHFT0149	N 6030V	NO	YES	YES	YES	YES	↓
33	312075	REL	F.	FREIGHTUNER	M2112	2014	121,642	CING	McNeilus	2511	2014		1FVHCSDX6EHFT0150	N 6032V	NO	NO	YES	YES	YES	┢────
34	414224	ROL	FL	FREIGHTUNER	M2112	2014	219,622	CING	Galbreath	AFIO174	2014		1FVHCSDX1EHFM5798	N8042X	N/A	N/A	YE5	YES	YES	<u> </u>
35	414225	ROL	FL	FREIGHTLINER	M2112	2014	276,060	CNG	Gaibreath	AFI0175	2014		1FVHC5DX3EHFMS799	NDOBEV	N/A	N/A	YES	YFS	YES	├ ───
36	414226	ROL	FL	FREIGHTLINER	M2112	2014	284,350	CNG	Galbreath	AFIO176	2014		1FVHC5DX6EHFM5800	N00368V	N/A	N/A	YES	YES	YES	
37	633157	<u>CD</u>	FL	FREIGHTLINER	M2106	2018	73,511	DIESEL	Galbreath	CH800	2018		1FVACXFCX/HJW3834	ND610X	N/A	<u>N/A</u>	YES	YES	YES	 '
38	312561	REL	<u> </u>	ISUZU	NPR	2016	44,841	OIESEL	New Way	1000HB	2017		IALE5W169G730194S	GOZM93	YES	NO	YES	YES	YES	
39	402750	ROL	SP	MACK	DM6905	1999	376,430	DIESEL	Galbreath	1560	2012		1M2B209C0XM025009	N07960	N/A	N/A	YES	YES	YES YES	┝────
40	411051	ROL	FL	MACK	CV713	2005	549,252	DIESEL	Gaibreath	US-10-174WM	2005		1M2AG11C25M023242	P91838	<u>N∕A</u>	N/A	YES	YES		<u>↓</u>
41	209622	ROL	FL.	PETERBILT	320	2009	132,060	DIESEL	Maneilus	4029	2009		3BPZLOUX49F718922	P1164A	N/A	<u>N/A</u>	YES		YES	
42	416193	BOOM	FL_	PETERBILT	365	2018	30,986	<u>Ó</u> NG	Petersen	2240XDX	2018		1NPSLH0X5JD490627	N9242Z	N/A	N/A	YES	YES	YES	L



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Waste Management P.O. Box 3027 Houston, TX 77253

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For AP inquiries, please visit us online at HTTP://WM.INVOICEINFO.COM,

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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	12-21-2017
Contract/Lease Control #:	<u>C18-2660-PW</u>
Procurement#:	<u>NA</u>
Contract/Lease Type:	AGREEMENT
Award To/Lessee:	WASTE MANAGEMENT INC. OF FLORIDA
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	01/01/2018
Expiration Date:	09/30/2020
Description of Contract/Lease:	SOLID WASTE FRANCHISE AGREEMENT
Department:	PW
Department Monitor:	AUTREY
Monitor's Telephone #:	850-689-5774
Monitor's FAX # or E-mail:	JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

							018-261	60	- PW	
ACORD CERT	'IFI	CA	TE OF LIABIL	.ITY	INSUF	RANCE	1/1/2021		MM/DD/YYYY) /6/2019	
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	ANCE	R NE	GATIVELY AMEND, EXTEN IS NOT CONSTITUTE A CO	D OR	ALTER THE C	OVERAGE A	FFORDED BY THE POLICIE	ES .	<u></u>	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject t this certificate does not confer rights to	o the i	erms	and conditions of the poli	icy, cert endorse	tain policies r ment(s).					
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUI HOUSTON TX 77042	TE 70)		CONT/ NAME: PHONE (A/C, N E-MAIL ADDRI	lo, Ext):		FAX (A/C, No):			
866-260-3538					iN:		RDING COVERAGE		NAIC# 22667	
INSURED WASTE MANAGEMENT HOLE 1300299 RELATED & SUBSIDIARY CO WASTE MANAGEMENT, INC (108 HILL AVENUE	WPAN	IES II	NCLUDING:	INSUR	ERC: ACE F	ire Underwrit	Co of North America ers Insurance Company sualty Insurance Co		43575 20702 20699	
FORT WALTON BEACH FL 32				INSURER E :						
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY	EQUI	INSU REME AIN,	INT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT	f or other 5 described	DOCUMENT WITH RESPE	HE PC	LICY PERIOD WHICH THIS	
EXCLUSIONS AND CONDITIONS OF SUI		LICIE SUBR WYD	· · · · · · · · · · · · · · · · · · ·	AVE BE		D BY PAID CL POLICY EXP (MM/DD/YYY)				
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED	Y	Y	HDO G71237345		1/1/2020	1/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,00	00,000 00,000 XXXXX	
X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRC. X LOC	-						<u> </u>	s 6,00	00,000 00,000 00,000	
OTHER: A AUTOMOBILE LIABILITY X ANY AUTO	Y	Y	MMT H25290008		1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	5 5 1,00	00,000 XXXXX	
X AUTOS ONLY AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X MCS-90							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	5 XX 5 XX		
D X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MAD	EY	Y	XOO G27929242 005		1/1/2020	1/1/2021	EACH OCCURRENCE	• <u>15,0</u> • <u>15,0</u>	00,000 00,000 XXXXX	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A ANY PROPRE TORPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDEO? (Mandatory in NN)		Y	WLR C66043058 (AOS) WLR C66043010 (AZ,CA SCF C66043095 (WI)	& MA	1/1/2020)1/1/2020 1/1/2020	1/1/2021	X PER OTH- STATUTE OTH- EL EACH ACCIDENT S EL DISEASE - EA EMPLOYEE	3,00 3,00	0,000	
If yes, describe under DESCRIPTION OF OPERATIONS below A EXCESS AUTO LIABILITY	Y	Y	XSA H25289961		1/1/2020	1/1/2021	EL DISEASE - POLICY LIMIT COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)	3,00	0,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / U BLANKET WAIVER OF SUBROGATION REQUIRED BY WRITTEN CONTRACT (EXCEPT FOR WORKERS' COMP/EL) W	IS G WHEF	RAN E PE	TED IN FAVOR OF CERT	TIFICAT ERTIF	TE HOLDER ICATE HOLI BY WRITTH	ON ALL PO DER IS NAM IN CONTRAC	LICIES WHERE AND TO ED AS AN ADDITIONAL	THE I INSU	EXTENT RED	
CERTIFICATE HOLDER				CANC	- WAS	TE MAN	AGEMENT INC C			
				SHO THE ACC	EXP	IRES: 09	E FRANCHISE A 0/30/2020	ع لا ہی۔	a maan a se a hanny 17 🖷 a	
34942 69	_			AUTHO	RIZED REPRES	ENTATIVE				
OKALOOSA COUNTY BOARD OF C 101 EAST JAMES LEE BOULEVARI CRESTVIEW FL 32536						~				
							->Kelly			
ACORD 25 (2016/03)			COPD name and loss a				ORD CORPORATION. AI	l right	ts reserved	

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CLIADILITY INCLIDANCE

DATE (MM/DD/YYYY)

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CE BE	IS CERTIFICATE IS ISSUED AS A I RTIFICATE DOES NOT AFFIRMATI LOW. THIS CERTIFICATE OF INS	VEL\ URA	(OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	ID OR ALTI	ER THE CO'	VERAGE AFFORDED	BY THE	POLICIES	
IMI If S	PRESENTATIVE OR PRODUCER, AN PORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject	s an to th	ADD ie ter	ITIONAL INSURED, the p ms and conditions of th	e polic	y, certain po	olicies may i	IAL INSURED provision require an endorsemer	ns or be it. A st	endorsed. atement on	
	s certificate does not confer rights to UCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SU			ticate holder in heu of st	such endorsement(s).						
	HOUSTON TX 77042 866-260-3538				É-MAIL ADDRES	3 S:	URER(S) AFFOF	RDING COVERAGE		NA1C #	
INSUR	WASTE MANAGEMENT HOL		<u></u>			RA: ACE A	merican In	surance Company	a	22667 43575	
1300	2299 RELATED & SUBSIDIARY CO WASTE MANAGEMENT, INC 108 HILL AVENUE	ANIE	S INCLUDING:	INSURE	RC:ACE FI RD:	re Underwr	iters Insurance Compa	iny	20702		
	FORT WALTON BEACH FL 32	2548			INSURE						
	VERAGES FLFTWABE CER	TIFIC		NUMBER: 1204849	INSURE	RF:		REVISION NUMBER:	xx	XXXXX	
TH INI CE EX	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)	LIM			
A	X COMMERCIAL GENERAL LIABILITY	Ŷ	Y	HDO G71212993		1/1/2019	1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)		00,000 00,000	
	X XCU INCLUDED							MED EXP (Any one person)		XXXXX	
i r	X ISO FORM CG00010413							PERSONAL & ADV INJURY		00,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT X LOC							GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		00,000 00,000	
	OTHER:							COMBINED SINGLE LIMIT	\$		
A		Y	Y	MMT H2527863A		1/1/2019	1/1/2020	(Ea accident) BODILY INJURY (Per person)	1	00,000 XXXXX	
- F	X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS	İ						BODILY INJURY (Per acciden		XXXXX	
	X HIRED X NON-OWNED AUTOS ONLY X AUTOS ONLY X MCS-90							PROPERTY DAMAGE (Per accident)		XXXXX XXXXX	
A	X UMBRELLA LIAB X OCCUR	Y	Y	XOO G27929242 004		1/1/2019	1/1/2020	EACH OCCURRENCE		000,000	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		<u>000,000</u> XXXXX	
	DED RETENTION \$		Y	WLR C65435846 (AOS)		1/1/2019	1/1/2020	X PER OTH- STATUTE ER	V 111		
A	ANY ODOODICTOD/DADTMED/SYECUTIVE	N/A		WLR C65435809 (CA & M SCF C65435883 (WI)	MA)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	E.L. EACH ACCIDENT		00,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYE			
	DESCRIPTION OF OPERATIONS below EXCESS AUTO	Y	Y	XSA H25278598		1/1/2019	1/1/2020	COMBINED SINGLE L		00,000	
	LIABILITY							\$9,000,000 (EACH ACCIDENT)	P		
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC NKET WAIVER OF SUBROGATION IS (TRAN	JTED	IN FAVOR OF CERTIFICAT	LE HOU	DER ON ALL	. POLICIES W	HERE AND TO THE EXT	ENT		
REO	UIRED BY WRITTEN CONTRACT WHE WORKERS' COMP/EL) WHERE AND T	RE P	ERMI	SSIBLE BY LAW. CERTIF	ICATE	HOLDER IS እ	IAMED AS AI	N ADDITIONAL INSURE	D (EXCE	2PT	
							OT# 04				
	CONTRACT#: C18-2660-PW WASTE MANAGEMENT, INC OF FLORIDA										
	SOLID WASTE FRANCHISE AGREEMENT										
	RTIFICATE HOLDER						: 09/30/2		4 4 4 1000		
	12048495 OKALOOSA COUNTY - RESI 1759 S FERDON BLVD CRESTVIEW FL 32536	DEN	(TIA)	L SOLID WASTE	CRE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHO	RIZED REPRESI		->Kell	<u>ک</u>		
	1									and the second sec	

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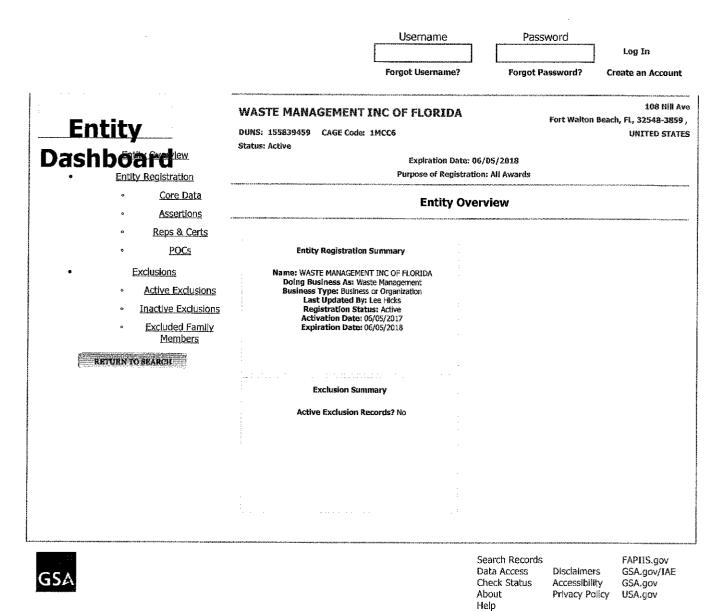
ACORD CERT	IFI	C۸	TE OF LIABIL	.ITY	INSU	RANCE	1/1/2019		(MM/DD/YYYY) 2/11/2017
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	LY O	r ne E doi	GATIVELY AMEND, EXTEN ES NOT CONSTITUTE A CO	D OR /	ALTER THE (COVERAGE /	AFFORDED BY THE POL	R. THIS ICIES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	o the '	terms	and conditions of the poli	icy, ceri endorse	tain policies ement(s).	DITIONAL INS may require	SURED provisions or be a an endorsement. A state	endorsed ment on	I.
PRODUCER LOCKTON COMPANIES		^			ACT E No, Ext):				···
3657 BRIARPARK DRIVE, SUI HOUSTON TX 77042 866-260-3538	IE 70	U		(A/C, N E-MAIL ADDR	E No, Ext): ËSS:		FAX (A/C, N	<u>o):</u>	
000 200 0000						SURER(S) AFF	ORDING COVERAGE		NAIC #
							nsurance Company		22667
INSURED WASTE MANAGEMENT HOLD 1300299 RELATED & SUBSIDIARY CON	INGS APAN	, INC IES II	. & ALL AFFILIATED, NCLUDING:				e Co of North America		<u>43575</u>
WASTE MANAGEMENT, INC (INSUR		are Underwri	iters Insurance Company		<u>20702</u>
108 HILL AVENUE FORT WALTON BEACH FL 32	548			INSUR				<u> </u>	
				INSUR					<u></u> ,
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	s of Equir Pert H Po	INSU REME AIN, LICIE	:NT, TERM OR CONDITION THE INSURANCE AFFORD S. LIMITS SHOWN MAY H	AVE BE OF AN ED BY	iy contrac The policie En reduce	t or other S describe D by paid c	R Document with Resi D Herein IS Subject T Claims.	R THE PO	OLICY PERIOD
NSR TYPE OF INSURANCE		SUBR WVD				POLICY EXP (MM/DD/YYYY			
	Y	Y	HDO G27873091		1/1/2018	1/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)		<u>00,000</u>
									00,000 XXXXX
X XCU INCLUDED X ISO FORM CG00010413							MED EXP (Any one person) PERSONAL & ADV INJURY		<u>777777</u> 00.000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		00,000
POLICY X PRO- X LOC							PRODUCTS - COMP/OP AG	6.04	00,000
OTHER:								\$	
	Y	Y	MMT H25097890		1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident)		00,000
X ANY AUTO X OWNED AUTOS ONLY SCHEDULED							BODILY INJURY (Per person	·	XXXXX
X AUTOS ONLY AUTOS HIRED X AUTOS ONLY X AUTOS ONLY							BODILY INJURY (Per accider PROPERTY DAMAGE (Per accident)		XXXXX XXXXX
X MCS-90							(Per accident)		<u></u>
A X UMBRELLA LIAB X OCCUR	Y	Y	XOO G27929242 003		1/1/2018	1/1/2019	EACH OCCURRENCE		000,000
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A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		SCF C64622791 (WI)	.,	1/1/2018	1/1/2019	E.L. EACH ACCIDENT		00,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		00,00 <u>0</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.

PROCUREMENT/CON INTERNAL COORDIN	-
Procurement/Contract/Lease Number:	Tracking Number: 2125-15
Procurement/Contractor/Lessee Name: Waste P Purpose: NM EVCLUSPE COMMENCE	Mangher Grant Funded: YES_NO
Purpose: NM- EXCLUSIVE COMMENCI	al trachse append
Date/Term: 9-30-2020	1. GREATER THAN \$100,000
Amount:	2. 🔲 GREATER THAN \$50,000
Department:	3. 🔲 \$50,000 OR LESS
Dept. Monitor Name:	
Purchasing Re	eview
Procurement or Contract/Lease requirements are me Purchasing Director or designee Greg Kisela, Jef	et: Date: <u>11-30-17</u> f Hyde, DeRita Mason, Matthew Young
2CFR Compliance Rev	iew (if required)
Approved as written:	
Grants Coordinator Renee Biby	Date:
Risk Managemen	t Review
Approved as written: KuptoDKn Risk Manager or designee Laura Porter or Kry.	Date: 12-14-17 stal King
County Attorney	
Approved as written: So Mai	Date: 12-472
County Attorney Gregory T. Stewart	, Lynn Hoshihara, Kerry Parsons or Designee
Following Okaloosa Co Clerk Finan	
Document has been received:	Date:
Finance Manager or designee	Date:

s * 2

DeRita Mason

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Monday, December 04, 2017 1:08 PM
То:	DeRita Mason
Cc:	Lynn Hoshihara
Subject:	RE: Okaloosa County Nonexclusive Commercial Solid Waste Collection Franchise Agreement Package

The Waste Management Inc. of Florida's Nonexclusive Commercial Solid Waste Collection Franchise Agreement is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Thursday, November 30, 2017 2:02 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Okaloosa County Nonexclusive Commercial Solid Waste Collection Franchise Agreement Package

Please review and approve.

From: Jim Reece

Sent: Thursday, November 30, 2017 12:14 PM
 To: DeRita Mason <<u>dmason@co.okaloosa.fl.us</u>>
 Cc: Scott Henson <<u>shenson@co.okaloosa.fl.us</u>>; Ashley Patrick <<u>apatrick@co.okaloosa.fl.us</u>>; Gayle Edge
 <<u>gedge@co.okaloosa.fl.us</u>>; Janet Thompson <<u>ithompson@co.okaloosa.fl.us</u>>
 Subject: FW: Okaloosa County Nonexclusive Commercial Solid Waste Collection Franchise Agreement Package

DeRita,

Here is Waste Management's submission for the Non-Exclusive Franchise. Please staff the Coordination Sheet for the Dec 19 BCC meeting. I know that we are allowing for electronic submissions, but who do I send original hard copies to, if provided, for signature? Thank you, Jim

From: Ducas, Pamela [mailto:pducas@wm.com]
Sent: Thursday, November 30, 2017 10:33 AM
To: SWregistration <<u>SWregistration@co.okaloosa.fl.us</u>>; Jim Reece <<u>ireece@co.okaloosa.fl.us</u>>
Cc: Ducas, Pamela <<u>pducas@wm.com</u>>
Subject: Okaloosa County Nonexclusive Commercial Solid Waste Collection Franchise Agreement Package

Pursuant to Okaloosa County Ordinance #2017-05, dated April 4, 2017, Waste Management Inc. of Florida is submitting the attached application package. The original copies with application fee will be hand delivered to your office. Please let me know if you have any questions.

Regards, Pamela

Pamela Ducas Public Sector Solutions Manager Gulf Coast Area

NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

This Agreement is entered into this ______ day of Nevernber and between Okaloosa County, Florida and Waste Management The of Flunda (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 (20th) of each month.

Contract # C18-2660-PW WASTE MANAGEMENT INC., OF FLORIDA 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 representative of the Franchisee shall be:

ector Manager lentie

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:

A. Worker's Compensation	<u>LIMIT</u>
(1) State	Statutory
(2) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial	\$1,000,000 each occurrence
General Liability Insurance	(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.

Myhan Signature

AUIN Print Name

Date: 11 / 21 / 17

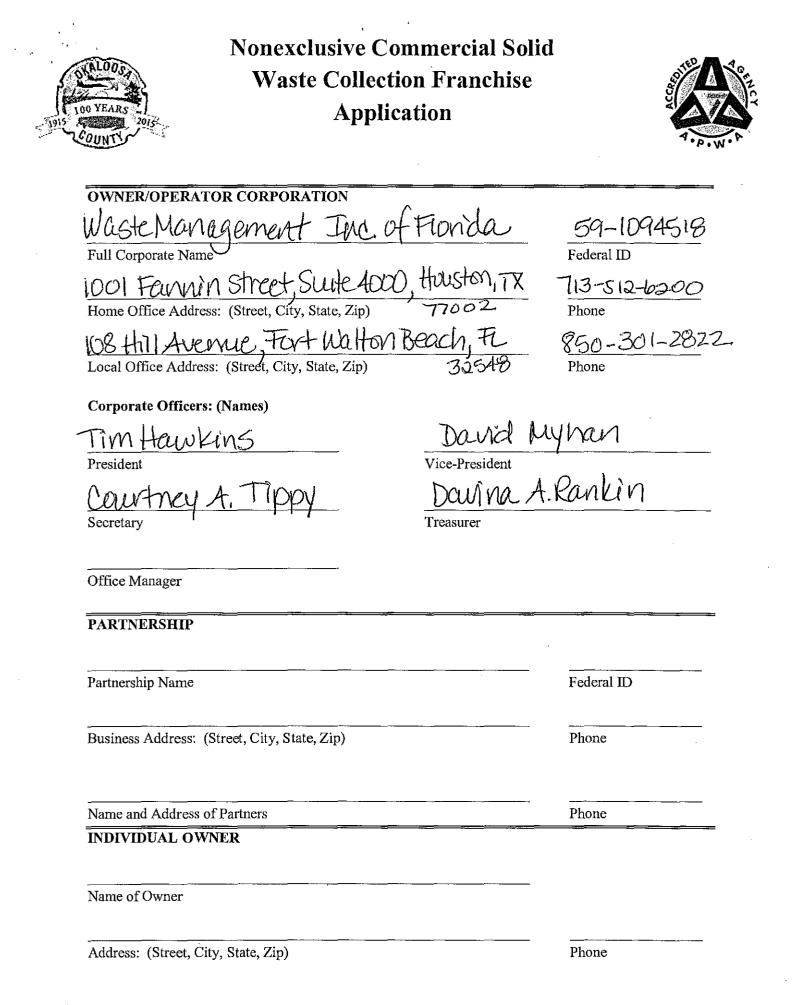
WITNESS Signature

Print Name

OKALOOSA COUNTY, FLORIDA

COUNT SEAL Carolyn N. Ketchel, Chairman Date: 11 / 19 CUNTY

ATTEST: J.D. Peacock, II, Clerk



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VALOOS 100 YEARS 2013 COUNTY	
	P + W
CONTACT INFORMATION	
Pamela Ducas	850-585-5414
Primary Contact Person and Title for All Correspondence for Franch	
Dducas P, WM. com 860	-585-5414
E-mail Address Mobile Pho	
VEHICLES AND EQUIPMENT	
Number of Vehicles: 50	
Number of Solid Waste Containers, in use and in inventory 358	Dinventory/1,556 in use
Number of Solid Waste Containers, in use and in inventory 358 Site Address: 108 Hill Avenue, Fort Wat	ton Beach, Fr_ 3254
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.
I acknowledge that I have attached all required forms. $\mathcal{O}\mathcal{M}$	(Initial)
I hereby certify that by I have the authorization on behalf of business name) to submit this application. I furt	ASTE MANAGEMENT T_{NC} , $OEF(arioA)$ (insert ther certify that if approved,
11, Article VI, relevant to Commercial Solid Waste Collection.	adhere to all requirements of Chapter
TI, Attele VI, Televala to Commercial Solid Waste Conection.	Daultyhan
SUBMISSION	
The application packet may be submitted electronically via e- mail to swregistration@co.okaloosa.fl.us. Please request a read	For Office Use Only:
receipt. Or the application packet (including \$500.00 application	回 Application
fee (payable to "Board of County Commissioners") and	Executed Agreement
additional materials may be mailed to:	Proof of Insurance

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

.

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

DRUG-FREE WORKPLACE CERTIFICATION

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

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida 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 complies fully with the above requirements.

DATE:	11/20/17
COMPANY:	Wate Management Inc. At
ADDRESS:	108 Hill Avenue Ft. Walton Beach, Fr. 32548
PHONE NO.:	860-585-5414

SIGNATURE: NAME:

VICE PRESIDENT dmyhan@wm.com TITLE: E-MAIL:

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C B R	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW, THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, A	IVEL' IURA ND T	Y OF NCE HE C	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	exte: 'E a (ND OR ALTI	ER THE CO BETWEEN T	VERAGE AFFORDED HE ISSUING INSUREI	BY THE R(S), AL	POLICIES
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	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	······································	00,000
	POLICY X JECT X LOC							PRODUCTS - COMP/OP AGO	\$ 6,0 \$	00,000
A	AUTOMOBILE MABILITY	Y	Ŷ	MMT H09052884		1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per parson)		00,000 XXXXX
ļ	X AUTOS ONLY		1					BOOILY INJURY (Per acciden	0 * XX	XXXXX
	X HIRED X NON-OWNED AUTOS ONLY X MCS-90						l	PROPERTY DAMAGE [Per accident]		XXXXX XXXXX
С	X UMBRELLA LIAR X OCCUR EXCESS LIAB CLAIMS-MADE	Y	Y	XOO G27929242 002		1/1/2017	1/1/2018	EACH OCCURRENCE		000,000 000,000
	DED RETENTION S	1_)					- 1 · 3//000	XXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		Y	WLR C49106944 (AOS) WLR C49106907 (AZ,CA.,	&MA)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	X PER OTH-		00.000
Ď	OFFICERVMEMBER EXCLUDED?	N/A	ĺ	SCF C49106981 (W1)	.,	1/1/2017	1/1/2018	EL. DISEASE · EA EMPLOYE		
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>)				EL. DISEASE · POLICY LIM		00,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H09052872		1/1/2017	1/1/2018	COMBINED SINGLE L \$9,000,000 (EACH ACCIDENT)	IMIT	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (/	CORD	191, Additional Remarks Schedul	e, may b	a stisched if mor	* space is requir		,	
	NKET WAIVER OF SUBROGATION IS GRANT TTEN CONTRACT WHERE PERMISSIBLE BY RE AND TO THE EXTENT REQUIRED BY WI WERE COMPENSATION OF WHERE AND TO	1 4441	CDB	PREMARE FOR LODIE DO AN ANTAL	A PT A ME	A PUPUSTING AT A P. 11	LIPH IN MILLIPHICA	NO 100 1100 1100 1001 001	1077 \	7 . V
ON/	THEN CONTRACT WHERE PERMISSIOLE BT REE AND TO THE EXTENT REQUIRED BY WI KERRS' COMPENSATION/EL) WHERE AND TO LL POLICIES WHERE AND TO THE EXTENT PENSATION/ELI CONTAIN A SPECIAL ENDO	REQU	JIRED 4ENT	BY WRITTEN CONTRACT WI WITH "PRIMARY AND NONCO	IERE P	ERMISSIBLE BI	Y LAW ALL PO DING: 30 DAYS	LICIES (EXCEPT WORKER NOTICE OF CANCELLATK	S. IN IS	••
INC	uded on the Policies									
CE	RTIFICATE HOLDER				CAN	ELLATION	<u> </u>			······································
	15056852 OKALOOSA COUNTY 5479-A OLD BETHEL ROAD CRESTVIEW FL 32536				THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.		
					AUTHO	RIZED REPRESE		->Kell		
	I		_				\sim	- TRUE)	
	····					© 19	188-2015 AC	ORD CORPORATION	. All rig	hts reserved.

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OKALOOSA COUNTY TAX COLLECTOR BEN ANDERSON

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BUSINESS ENVIRONMENT WASTE SYSTEMS INC NAME

TYPE OF Non-Regulated BUSINESS

BUSINESS 108 NW HILL AVE ADDRESS FORT WALTON BEACH, FL 32548

MAKE CHECKS PAVABLE TO Okoloosa County Tax Collector PO Box 1387, Niceville, FL 32388

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

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Paid 0-17004082

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35.00

ANT W SHALL BE THE

07/07/2017

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

OKALOOSA COUNTY

+ · 4

Tax Collector View Your Account Online



EXPIRES	SEPTEMBER	30, 2018
SUPPLEME	NTAL	
RENEWAL		
NEW BUSIN	ESS	
TRANSFER		0.00
ORIGINAL 1	TAX	35.00
AMOUNT		0.00
PENALTY		0.00
COLLECTIO	N COST	0.00
TOTAL	111	35.00
Tak.	llon	

260310007653

RECEIPT NO 2017 - 2018 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT STATE OF FLORIDA

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Nonexclusive Commercial Solid Waste Collection Franchise Application Vehicle Inventory Report



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. La	NO TRAD		Ű.				जिन्नुस्ट्राइ	fuel				Ga	Vehale Id. No.	Vehicle License	MS		Co	GÖ	ASS	fici
			ी	E WE See		MEP?	Mieger	TYP	Milla	ାର୍ଯ୍ୟବୁଣ୍ଣ	Year	pa		No.		G	mp	ΠP	et	e
		OH	<u>e</u> e					e.				Cit					any		Nu	
Ex.	4552			Mack	Mru61	<u>- </u>	1,200		McNeilus	4029	2013		1ABCD23E4FG567890	123ABC	(Yes)	;No	Yes		Yes!	No
1	104329	ASL	FL.	AUTOCAR	ACX	2013	102,858		McNeilus	3148	2013		5VCACRLE8DH215191	N5558N	YES	NO	YES	YES	YES	
$\frac{2}{2}$	104330	ASL		AUTOCAR	ACX	2013	111,794	<u> </u>	McNeilus	3148	2013		5VCACRLEXDH215192	N5557N	YES	NO	YES	YES	YES	
3	104331	ASL	—	AUTOCAR	ACX	2013	123,419		McNeilus	3148	2013		SVCACRLE1DH215193	N1792U	YES	NO	YES	YES	YES	
4	104332	ASL		AUTOCAR	ACX	2013	134,996	CNG	McNeilus	3148	2013	31	SVCACRLE3DH215194	N1791U	YES	NO	YES	YES	YES	
5	104333	ASL		AUTOCAR	ACX	2013	105,409	CNG	McNeilus	3148	2013	31	5VCACRLE5DH215195	N2199X	NO	YES	YES	YES	YES	
6	104334	ASL		AUTOCAR	ACX	2013	73,772		McNeilus	3148	2013	31	5VCACRLE7DH215196	N1785U	YES	NO	YES	YES	YE5	
2	104335	ASL	FL	AUTOCAR	ACX	2013	160,275	CNG	McNeilus	3148	2013	31	5VCACRLE9DH215197	N1784U	YES	NO	YES	YES	YES	
8	104336	ASL	FL	AUTOCAR	ACX	2013	106,961	CNG	McNeilus	3148	2013	31	5VCACRLEODH215198	N1777U	YES	NO	YES	YES	YES	
9	104337	ASL	FL	AUTOCAR	ACX	2013	104,457	CNG	McNeilus	3148	2013	31	5VCACRLE2DH215199	N1786U	NO	YES	YES	YES	YES	
10	104338	ASL	FL	AUTOCAR	ACX	2013	136,187	CNG	McNeilus	3148	2013	31	5VCACRLESDH215200	N1787U	NO	YES	YES	YES	YES	
11	104339	ASL	FL	AUTOCAR	ACX	2013	123,464	CNG	McNeilus	3148	2013	31	5VCACRLE7DH215201	N1788U	YES	NO	YES	YES	YES	
12	104340	ASL	FL	AUTOCAR	ACX	2013	103,111	CNG	McNeilus	3148	2013	31	5VCACRLE9DH215202	N1789U	YES	NO	YES	YES	YES	
13	311805	REL	SP	FREIGHTLINER	M2112	2013	81,896	CNG	McNeilus	2511	2013	25	1FVHCSDXXDHFD8231	N4356Q	YES	NO	YES	YES	YES	
14	311807	REL	SP	FREIGHTLINER	M2112	2013	110,788	CNG	McNeilus	2511	2013	25	1FVXG1DX0DHFF0395	N4354Q	YES	NO	YES	YES	YES	
15	311808	REL	SP	FREIGHTLINER	M2112	2013	104,574	CNG	McNeilus	2511	2013	25	1FVXG1DX9DHFF0394	N4353Q	YES	NO	YES	YES	YES	
16	311856	REL	FL	FREIGHTLINER	M2112	2014	101,407	CNG	McNeilus	2511	2014	25	1FVHCSDX8EHFM0758	N3020U	NO	YES	YES	YES	YES	
17	311857	REL	FL	FREIGHTLINER	M2112	2013	83,405	CNG	McNeilus	2511	2013	25	1FVHC5DXXEHFM0759	N3052U	YES	NO	YES	YES	YES	
18	311858	REL	FL	FREIGHTLINER	M2112	2014	65,750	CNG	McNeilus	2511	2014	25	1FVHC5DX6EHFM0760	N3042U	NO	NO	YES	YES	YES	
19	311859	REL	FL	FREIGHTLINER	M2112	2013	103,199	CNG	McNeilus	2511	2013	25	1FVHC5DX8EHFM0761	N3039U	NO	NO	YES	YES	YES	
20	312069	REL	FL	FREIGHTLINER	M2112	2014	65,397	CNG	McNeilus	2511	2014	25	1FVHC5DX3EHFM0781	N9562U	NO	NO	YES	YES	YES	
21	312045	REL	FL	FREIGHTLINER	M2112	2014	81,820	CNG	McNeilus	2511	2014	25	1FVXG1DX2DHFF0396	N0035V	NO	NO	YE5	YES	YES	
22	310913	REL	SP	FREIGHTLINER	M2106	2010	149,274	DIESE	McNeilus	1111	2010	11	1FVACXDJ0ADAM8526	B361528	YES	YES	YES	YES	YES	
23	312071	REL	FL	FREIGHTLINER	M2112	2014	77,897	CNG	McNeilus	2511	2014	Z 5	1FVHC5DX4EHFT0146	N0037V	NO	NO	YES	YES	YES	
24	312072	REL	FL	FREIGHTLINER	M2112	2014	111,974	CNG	McNeilus	2511	2014	25	1FVHC5DX6EHFT0147	N6029V	YES	NO	YES	YES	YES	
25	312073	REL	FL	FREIGHTLINER	M2112	2014	96,204	CNG	McNeilus	2511	2014	25	1FVHC5DX8EHFT0148	N6031V	NO	NO	YES	YES	YES	
26	312074	REL	FL	FREIGHTLINER	M2112	2014	108,041	CNG	McNeilus	2511	2014	25	1FVHC5DXXEHFT0149	N6030V	NO	YES	YE5	YES	YES	



Nonexclusive Commercial Solid Waste Collection Franchise Application Vehicle Inventory Report



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							Messe	e				記 に し		NO -	影響	SUST SUST	any.	any	ŇŶ	De
27	312075	REL	FL	FREIGHTLINER	M2112	2014	80,588	CNG	McNeilus	2511	2014	25	1FVHC5DX6EHFT0150	N6032V	NO	NO	YES	YES	YES	
28	312561	REL	FL	IZUZU	NPR	2016	20,159	DIESE	NEWWAY	1000HB	2017	8	JALE5W169G7301945	GDZM93	YES	NO	YES	YES	YES	
29	103343	ASL	SP	PETERBILT	320	2009	84,867	DIESE	McNeilus	2647	2009	26	3BPZL00XX9F719802	N6723Z	YES	NO	YES	YES	YES	
30	103408	ASL	SP	PETERBILT	320	2010	184,040	DIESE	McNeilus	2647	2010	26	3BPZLODX2AF719894	N8050X	YES	NO	YES	YES	YES	
31	103516	ASL	SP	МАСК	LE MR	2010	184,602	DIESE	McNeilus	2647	2010	26	1M2AU02C6AM004642	N6724Z	YES	NO	YES	YES	YES	
32	105805	ASL	FL	AUTOCAR	ACX	2018	3,727	CNG	McNeilus	3148	2018	31	5VCACRLE5JH225138	N7389Z	YES	NO	YES	YES	YES	
33	105806	ASL	FL	AUTOCAR	ACX	2018	4,933	CNG	McNeilus	3148	2018	31	5VCACRLE7JH225139	N6877Z	YES	NO	YES	YES	YES	
34	105807	ASL	FL	AUTOCAR	ACX	2018	3,817	CNG	McNeilus	3148	2018	31	5VCACRLE3JH225140	N4752X	NO	YES	YES	YES	YES	
35	105808	ASL	FL	AUTOCAR	ACX	2018	3,721	CNG	McNeilus	3148	2018	31	5VCACRLE5JH225141	N4753X	NO	YES	YES	YES	YES	
36	414224	ROL	SP	FREIGHTLINER	M2112	2014	115,468	CNG	Galbreath	AFI0174	2014		1FVHC5DX1EHFM5798	N80 42X	YES	NO	YES	YES	YES	
37	414225	ROL	FL	FREIGHTLINER	M2112	2014	160,818	CNG	Galbreath	AFIO174	2014		1FVHC5DX3EHFM5799	N0036V	YES	NO	YES	YES	YES	
38	414226	ROL	FL	FREIGHTLINER	M2112	2014	181,927	CNG	Galbreath	AFIO174	2014		1FVHC5DX6EHFM5800	N0038V	YES	NO	YES	YES	YES	
39	402750	ROL	SP	MACK	DM	1999	36,526	DIESE	Galbreath	1560	2012		1M2B209C0XM025009	N0796Q	YES	NO	YES	YES	YES	
40	208169	FEL	SP	Mack	MR	2005	465,844	DIESE	McNeilus	4029	2005	40	1M2K195C75M028905	N8459T	YES	NO	YES	YES	YES	



Recovered Materials Dealers Certification

Displaying 5 resul	ts
Program	Florida DEP - Recovered Materials Dealer Reporting Program
Date	July 1, 2017 - June 30, 2018
Validation Statement	The Florida Department of Environmental Protection verifies that the below named Company reports certain recycling information and is certified in accordance with Chapter 62-722, Florida Administrative Code. Valid from July 1, 2017 - June 30, 2018, unless suspended or revoked by the Department.
Name of Applicant	WMIF-Sarasota-RA
Application Number	303
Facilities covere	d by this certification:

2016

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FACILITY NAME	FACILITY ADDRESS	FACILITY COUNTY	FACILITY TYPE
WMIF Okaloosa County TS	630 Transit Way, Fort Walton Beach	OKALOOSA	м.
WMIF Orange County RA	12100 Young Pine Rd. Orlando	ORANGE	R-c
WMIF Palm City WPR WMIF	9001 SW Busch Street, Palm City	MARTIN	м
WMIF Pinellas WPF	12950 40th Street, Clearwater	PINELLAS	М
WMIF Recycling Miami WPF	3401 NW 110 Steet, Miami	MIAMI-DADE	М
WMIF Reuters Recycling RA	20701 Pembroke Pines Rd Pembroke Pines	BROWARD	R-c
WMIF Sarasota RA	3100. N. Washington Blvd, Sarasota	SARASOTA	M
WMIF Tampa RA	3518 4th Ave, F, Tampa	HILLSBOROUGH	R-c
WMIF Tampa WPF	1620 N 53rd Street, Tampa	HILLSBOROUGH	М
WM Recycling Sun 2	2281 NW 16th Street Pompano Beach	BROWARD	м
WM Recycling Sun 3	3251 SW 26h Terrace, Dania Beach	BROWARD	м
WM Recycling Sun 4	5911 Wallis Rd. West Palm Beach	PALM BEACH	M
WM Recycling Sun 5	790 Hilbrath Drive, Lantana	PALN BEACH	м
WM Recycling Sun 6	2000 N. Miami Ave, Miami	MIAMI-DADE	м
WM Recycling Sun 10	7435 NW 41st Street, Miami	MIAMI-DADE	м
WM Recycling Sun 11	1750 SW 43rd Terrace, Deerfield Beach	BROWARD	м
WM Recycling Sun 12	2380 College Ave, Davie	BROWARD	м
WM Recycling Sun 14	3250 5W S0th Avenue , Davie	BROWARD	м

2/2

Doc Da	a(c				
		Invoice Number / Description	Original Amount	Discount Amount	Amount Paid
11/21/	/2017	2233-FF APPL FEE *2233* ATTN: LINDA CRAIG 2233-FF .	\$00.00 IPPLICATION FEE	0.00	500.00
Vendor N 0000	umber 034150	Name Board Of County Commissioners-FL			
Theck Nu 0011	umber 1333839	Date 11/27/2017	<u>Total Amount</u> \$500.00	Discounts Taken \$0.00	Total Paid Amount \$500.00
		ED BACKGROUND AND MICROPRINTING IN THE EN	1		
W		P.O. Box 3027	BANK OF A DE COMMERCIAL DISBUT NORTHEF	RSEMENT ACCOUNT	0013333839 70-2328 / 719
DATE:	11/27/	/2017			PAY EXACTLY
PAY EX	XACTLY				\$500.00***
****FI	VE HUND	RED AND XX / 100 DOLLAR****		Dumas	VOID AFTER 90 DAY
	1759 Soul	OF COUNTY COMMISSIONERS-FL th Ferdon Byld r, FL 32536		AUTHORIZE	D SIGNATURE

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