

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/18/2022

Contract/Lease Control #: C18-2662-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALLIED SERVICES, LLC, DBA REPUBLIC SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2018

Expiration Date: 09/30/2024

Description of: SOLID WASTE FRANCHISE AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5774

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

Closed:

Cc: BCC RECORDS

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

This Agreement is entered into this 16<sup>th</sup> day of August, by and between Okaloosa County, Florida and Allied Waste Services LLC dba Republic Services of Fort Walton Beach (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 (20<sup>th</sup>) of each month.

#### **ARTICLE IV. RESERVED**

Not Used.

#### **ARTICLE V. TERMINATION**

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

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

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

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

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

## **ARTICLE VI. OTHER TERMS AND CONDITIONS**

### **6.1 Indemnification and Hold Harmless**

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

### **6.2 Compliance with Laws, Governing Law, and Venue**

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

### **6.3 Modifications**

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

### **6.4 Severability**

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

### **6.5 Permits and Licenses**

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

### **6.6 Franchise Non-transferable**

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

### **6.7 Third Party Beneficiaries**

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

### **6.8 Notice**

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

The authorized representative of the County shall be:

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

The authorized representative of the Franchisee shall be:

General Manager  
2910 North Palafox St  
Pensacola, FL 32501  
251-544-5337

Courtesy Copy to:

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

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

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

## **Article VII. Insurance**

### **7.1 Franchisee's Insurance**

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

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

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

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

#### 7.2 Workers' Compensation Insurance

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

#### 7.3 Business Automobile and Commercial General Liability Insurance

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

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

7.4 Limits of Liability

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

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

7.5 Notice of Claims and Litigation

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

7.6 Certificates of Insurance

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

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

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

#### 7.7 General Terms

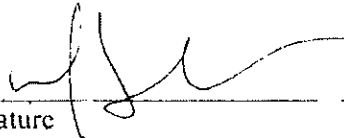
- a. Any type of insurance or increase of limits of liability not described above which Franchisee requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- b. The carrying of the insurance described shall in no way be interpreted as relieving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

#### 7.8 Umbrella Insurance

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

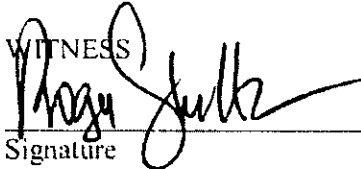


IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

  
Signature

**Andrew Rodgers**  
Print Name

Date: 7 / 11 / 22

WITNESS  
  
Signature

**Roger Shultz**  
Print Name

OKALOOSA COUNTY, FLORIDA

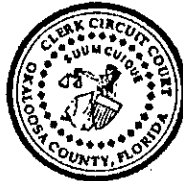
  
Mel Ponder, Chairman

Date: Aug / 16 / 2022



ATTEST:

  
J.D. Peacock, II, Clerk





# Nonexclusive Commercial Solid Waste Collection Franchise Application



## OWNER/OPERATOR CORPORATION

Allied Waste Services bda Republic Services of Fort Walton Beach

**86-0897719**

Full Corporate Name

Federal ID

110 Ready Avenue, NW, Fort Walton Beach, FL 32548

850-301-9101

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

Phone

110 Ready Avenue, NW, Fort Walton Beach, FL 32548

850-301-9101

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

Phone

### Corporate Officers: (Names)

**See attached**

**See attached**

President

Vice-President

**See attached**

**See attached**

Secretary

Treasurer

**See attached**

Office Manager

## PARTNERSHIP

Partnership Name

Federal ID

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

Phone

Name and Address of Partners

Phone

## INDIVIDUAL OWNER

Name of Owner

Address: (Street, City, State, Zip)

Phone



**CONTACT INFORMATION**

Andrew Rodgers, General Manager 251-544-5337

Primary Contact Person and Title for All Correspondence for Franchise Phone

arodgers@republicservices.com 251-382-4962

E-mail Address Mobile Phone

**VEHICLES AND EQUIPMENT**

Number of Vehicles: 29

Number of Solid Waste Containers, in use and in inventory 388

Site Address: 118 Ready Avenue, NW, 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.

(Initial)

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

I hereby certify that by I have the authorization on behalf of AKad Waste Services Ida Republic Service of Fort Walton Beach (insert business name) to submit this application. I further certify that if approved,

AKad Waste Services Ida Republic Service of Fort Walton Beach (insert business name) shall adhere to all requirements of Chapter 11, Article VI, relevant to Commercial Solid Waste Collection.

(Signature)  
Signature

**SUBMISSION**

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

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

**For Office Use Only:**

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

# Corporate Data Sheet Report

As of June 13, 2022

## Allied Services, LLC

Formed in Delaware on 11/13/1997

**Status:** Current  
**Entity Type :** Limited Liability Company  
**Federal ID #:** 86-0897719 **Internal #:** 06  
**Domicile:**

### Primary Address

18500 North Allied Way  
Phoenix, Arizona 85054

### Officers

	<u>Title</u>
Gregg K. Brummer	President
James G. Amick, Jr.	Vice President
Julia Arambula	Vice President
Matthew R. Healy	Vice President
John B. Nickerson	Vice President
Larson Richardson	Vice President
Jennifer L. Thomson	Vice President
Gary S. Walker	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
John B. Nickerson	Assistant Secretary
Jennifer L. Thomson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

### Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Green Power, LLC	Delaware	
Allied Waste Landfill Holdings, Inc.	Delaware	1.0000 %
Allied Waste North America, LLC	Delaware	99.0000 %

# *State of Florida*

## *Department of State*

I certify from the records of this office that ALLIED SERVICES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on April 25, 2002.

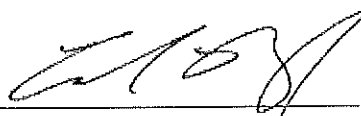
The document number of this limited liability company is M02000001064.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on April 21, 2022, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of June, 2022*



  
*Secretary of State*

Tracking Number: 5950398453CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# Corporate Data Sheet Report

As of June 13, 2022

## Allied Services, LLC

### Registrations

	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Alabama Qualification	FLL 611-706		11/13/2006	
Arizona Qualification	R-0836418-0		03/30/1998	
Arkansas Qualification	100216015		07/25/2002	
Delaware Formation	2820612		11/13/1997	
Florida Qualification	M02000001064		04/25/2002	
Georgia Qualification	K740504		11/20/1997	
Illinois Qualification	00155659		12/19/1997	
Iowa Qualification	248428		12/28/2000	
Kansas Qualification	2963965		12/28/2000	
Missouri Qualification	FL0016142		11/20/1997	
North Carolina Qualification	0445776		12/22/1997	
Ohio Qualification	4812281		02/01/2022	
Oklahoma Qualification	3712283076		08/17/2010	
South Carolina Qualification	none	N/A	12/23/1997	



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/30/2022

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85265	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C No.Ext):</b>	<b>FAX (A/C No.Ext):</b>	
<b>E-MAIL ADDRESS: certficateteam@ccmsl.com</b>			
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: ACE American Insurance Co.</b>		22667
	<b>INSURER B: Indemnity Insurance Co. of North America</b>		43575
	<b>INSURER C: ACE Fire Underwriters Insurance Co.</b>		20702
	<b>INSURER D: Illinois Union Insurance Company</b>		27960
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2133299

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS -COMP/OP AGG \$ 15,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023 06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
X	Contractor's Pollution Liability:			See Page 2 for details	06/30/2022	06/30/2023	

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

Division Number: 4463 - Named Insured Includes: Allied Services, LLC - Dba: Allied Waste Services of Fort Walton Beach

**CERTIFICATE HOLDER**

OKALOOSA COUNTY BBC  
 5479-A OLD BETHEL ROAD  
 CRESTVIEW, FL 32536  
 United States

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2133299

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2432402

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident  
Professional Liability - \$10,000,000 Per Incident  
Policy aggregate \$10,000,000

Additional Insured includes: Okaloosa County BBC, when required by written contract.



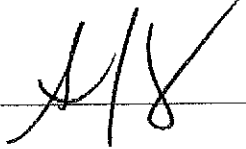
**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

DATE: 6-15-22

SIGNATURE: 

COMPANY: Allied Services, LLC dba Republic Services of Fort Walton Beach

NAME: Andrew Rodgers  
(Typed or Printed)

ADDRESS: 110 Ready Avenue NW  
Fort Walton Beach, FL 32548

TITLE: General Manager

E-MAIL: arodgers@republicservices.com

PHONE NO.: 251-544-5337

**CERTIFICATE OF SECRETARY**

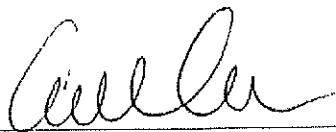
**RELATING TO THE NONEXCLUSIVE COMMERCIAL  
SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT  
FOR OKALOOSA COUNTY  
IN THE STATE OF FLORIDA**

The undersigned, Secretary of **ALLIED SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the managing member of the Company (the "Managing Member") by written consent of the Managing Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 13<sup>th</sup> day of June, 2022.



Adrienne W. Wilhoit, Assistant Secretary

OKALOOSA COUNTY TAX COLLECTOR  
BEN ANDERSON

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

RECEIPT NO. 260310402707  
EXPIRES SEPTEMBER 30, 2022

BUSINESS NAME: ALLIED SERVICES LLC

TYPE OF BUSINESS: Non-Regulated

BUSINESS ADDRESS: 110 READY AVE  
FORT WALTON BEACH, FL 32548

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

OKALOOSA COUNTY  
Tax Collector  
View Your Account Online



Scan Here

Scan Here

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

ALLIED SERVICES LLC  
110 READY AVE  
FORT WALTON BEACH, FL 32548

Paid 0-21018257 35.00 08/16/2021

X

**SIGN AND DISPLAY AS REQUIRED**

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

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

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

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

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

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

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

**OFFICE LOCATIONS & HOURS**

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

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



**BEN ANDERSON**  
Tax Collector, Okaloosa County

[www.OkaloosaTax.com](http://www.OkaloosaTax.com)

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



## VEHICLE & EQUIPMENT REPORT FOR REPUBLIC SERVICES OF FORT WALTON BEACH

Asset ID	Category	State	Manufacturer	Model	Year	Type	Brand	Condition	Acq. Year	Asset ID	Asset ID	Insured	Operational	Available	Retired	Notes
1201	FEL	FL	Mack	Mru613	2021	DSL	HEIL	y	2021	E1GC8MM0	P8182E	Yes	Yes	Yes	No	Yes
1204	FEL	FL	Mack	Mru613	2021	DSL	HEIL	y	2021	E1GC1LM0	P7855D	Yes	Yes	Yes	No	Yes
1202	FEL	FL	Mack	Mru613	2017	DSL	HEIL	y	2017	W02CBHM0	N5820Z	Yes	Yes	Yes	No	Yes
1250	FEL	FL	Mack	Mru613	2016	DSL	HEIL	y	2016	W02C96M0	N9530W	Yes	Yes	Yes	No	Yes
1229	FEL	FL	Mack	Mru613	2015	DSL	HEIL	y	2015	W02C2FM0	N9533D	Yes	Yes	Yes	No	Yes
1210	FEL	FL	Mack	Mru613	2021	DSL	HEIL	y	2021	E1GC8MM0	P8183E	Yes	Yes	Yes	No	Yes
1208	FEL	FL	Mack	Mru613	2021	DSL	HEIL	y	2021	E1GC6MM0	P1959F	Yes	Yes	Yes	No	Yes
1209	FEL	FL	Mack	Mru613	2021	DSL	HEIL	y	2021	E1GC4MM0	P8187E	Yes	Yes	Yes	No	Yes
1203	FEL	FL	Mack	Mru613	2019	DSL	HEIL	y	2019	E1GC3KM0	P2666A	Yes	Yes	Yes	No	Yes
1220	FEL	FL	Mack	Mru613	2019	DSL	HEIL	y	2019	E1GC7LM0	MA29EP	Yes	Yes	Yes	No	Yes
3416	RO	FL	Mack	GU813	2015	DSL	Galbreath	y	2015	X13C3FM0	N9510JU	Yes	Yes	Yes	No	Yes
3411	RO	FL	Mack	GU813	2015	DSL	Galbreath	y	2015	X13C8FM0	N9506JU	Yes	Yes	Yes	No	Yes
3499	RO	FL	Mack	GU813	2016	DSL	Galbreath	y	2016	X13C9FM0	N9546W	Yes	Yes	Yes	No	Yes
3432	RO	FL	Mack	CV713	2005	DSL	Galbreath	y	2005	G11C95M0	N8641X	Yes	Yes	Yes	No	Yes
3433	RO	FL	Mack	CV713	2005	DSL	Galbreath	y	2005	G11C45M0	mb85dl	Yes	Yes	Yes	No	Yes
3434	RO	FL	Mack	CV713	2005	DSL	Galbreath	y	2005	G11C75M0	N8640X	Yes	Yes	Yes	No	Yes
3435	RO	FL	Mack	CV713	2005	DSL	Galbreath	y	2005	G11C46M0	mb86dl	Yes	Yes	Yes	No	Yes
3436	RO	FL	Mack	CV713	2005	DSL	Galbreath	y	2005	G11C56M0	MA30DU	Yes	Yes	Yes	No	Yes
3431	RO	FL	Mack	CV713	2005	DSL	Galbreath	y	2005	G11C85M0	N2965U	Yes	Yes	Yes	No	Yes
3438	RO	FL	Mack	CV713	2007	DSL	Galbreath	y	2007	G11C27M0	N8644X	Yes	Yes	Yes	No	Yes
3405	RO	FL	Mack	CV713	2006	DSL	Galbreath	y	2006	G11C66M0	P3541D	Yes	Yes	Yes	No	Yes
3415	RO	FL	Mack	CV713	2006	DSL	Galbreath	y	2006	G11C76M0	P3542D	Yes	Yes	Yes	No	Yes
3410	RO	FL	Mack	CV713	2006	DSL	Galbreath	y	2006	G11C46M0	232517	Yes	Yes	Yes	No	Yes
2439	ASL	FL	Mack	Mru613	2015	DSL	HEIL	y	2015	W02C7FM0	N9534U	Yes	Yes	Yes	No	Yes
2429	RL	FL	Mack	Mru613	2009	DSL	McNEILUS	y	2009	W02C39M0	p9324b	Yes	Yes	Yes	No	Yes
2008	RL	FL	Mack	mr688s	1999	DSL	LEACH	y	1999	195c2xm0	n8643x	Yes	Yes	Yes	No	Yes
2421	ASL	FL	Mack	TE64	2022	DSL	HEIL	y	2022	E1gc2nm0	p4089f	Yes	Yes	Yes	No	Yes
3440	RO	FL	Mack	GR64b	2023	DSL	Galbreath	n	2022	2gc3pm0	p0635g	Yes	Yes	Yes	No	Yes
56	CD	FL	FORD	F800	2013	DSL	ford	y	2013	V7FC2DV01	495NTN	Yes	Yes	Yes	No	Yes

LE03-AWIN MANAGEMENT INC

No 20006557  
 Check Date: 06/13/2022  
 Vendor Number: 10017805

OKALOOSA COUNTY LANDFILL 1759 SOUTH FERDON BLVD CRESTVIEW, FL 32536-9434

INVOICE	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
BCC2022 URG RTD 4986 - ROGER SHULTZ FRANCHISE APPLICATION FEE 61022	06/10/2022		\$500.00	\$0.00	\$500.00
<b>COPY</b>					
<b>TOTALS:</b>			<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>

Detach at perforation Before Depositing Check

**COPY**

THIS IS A WATER MARKED PAPER. DO NOT ACCEPT ANY CHECKS DRAWN ON THIS PAPER. HOLD THE CHECK UP TO THE LIGHT TO SEE THE WATER MARK.

LE03-AWIN MANAGEMENT INC  
 18500 NORTH ALLIED WAY  
 PHOENIX ARIZONA 85054

Bank of America  
 52-153/112 ME

Check Date  
 06/13/2022

Number  
 20006557

PAY FIVE HUNDRED AND 00/100 DOLLARS\*\*\*\*\*

Amount  
 \$\*\*\*500.00

Void after 180 Days

PAY TO THE ORDER OF OKALOOSA COUNTY LANDFILL  
 1759 SOUTH FERDON BLVD  
 CRESTVIEW, FL 32536-9434

*[Signature]*

Authorized Signature

⑈0020006557⑈ ⑆011201539⑆ 000080231000⑈

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

Procurement/Contract/Lease Number: C18-2642-P10 Tracking Number: 487922

Procurement/Contractor/Lessee Name: Public Service Grant Funded: YES  NO

Purpose: Renewal B31000

Date/Term: 9-30-24

Department #: \_\_\_\_\_

Account #: \_\_\_\_\_

Amount: \_\_\_\_\_

Department: PW Dept. Monitor Name: Auby

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

Ulita Mason Date: 8-9-22  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
NO Federal bid Date: \_\_\_\_\_  
 Grants Coordinator Suzanne Ulloa

**Risk Management Review**

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

**County Attorney Review**

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

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Kristina LoFria  
**Sent:** Tuesday, August 9, 2022 9:33 AM  
**To:** DeRita Mason  
**Subject:** RE: Non-Exclusive Commercial Franchise Application - Republic

DeRita,

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

Thank You

*Kristy LoFria*

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



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

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

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

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

## DeRita Mason

---

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

These are both approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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

---

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

Here you go.  
Thank you,

DeRita Mason



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

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

---

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2022

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
E-MAIL ADDRESS: certificateteam@ccmsl.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Co.		22667
INSURER B: Indemnity Insurance Co. of North America		43575
INSURER C: ACE Fire Underwriters Insurance Co.		20702
INSURER D: Illinois Union Insurance Company		27960
INSURER E:		
INSURER F:		


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 2133299</b>	<b>REVISION NUMBER:</b>
------------------	------------------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS -COMP/OP AGG \$ 15,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
	<input checked="" type="checkbox"/> Contractor's Pollution Liability:			See Page 2 for details	06/30/2022	06/30/2023	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Division Number: 4463 - Named Insured Includes: Allied Services, LLC - Dba: Allied Waste Services of Fort Walton Beach

CONTRACT# C18-2662-PW  
 ALLIED SERVICES LLC, DBA REPUBLIC SERVICES  
 SOLID WASTE FRANCHISE AGREEMENT  
 EXPIRES: 09/30/2022

<b>CERTIFICATE HOLDER</b>  OKALOOSA COUNTY BBC 5479-A OLD BETHEL ROAD CRESTVIEW, FL 32536 United States	C S B A.	IN
	AUTHORIZED REPRESENTATIVE 	



# ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 2133299**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2432402

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident  
 Professional Liability - \$10,000,000 Per Incident  
 Policy aggregate \$10,000,000

Additional Insured includes: Okaloosa County BBC, when required by written contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2021

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C No.Ext):</b>	<b>FAX (A/C No.Ext):</b>	
<b>E-MAIL ADDRESS: certifikateteam@ccmsi.com</b>			
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Co.		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: Illinois Union Insurance Company		27960
	INSURER E: INSURER F:		


**COVERAGES**                      **CERTIFICATE NUMBER: 2009942**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
X	Contractor's Pollution Liability:			See page 2 for details	06/30/2021	06/30/2022	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Division Number: 4463 - Named Insured Includes: Allied Services, LLC - Dba: Allied Waste Services of Fort Walton Beach

**CONTRACT# C18-2662-PW**  
**ALLIED SERVICES LLC, DBA REPUBLIC SERVICES**  
**SOLID WSTE FRANCHISE AGREEMENT**  
**EXPIRES: 09/30/2022**

<b>CERTIFICATE HOLDER</b>  OKALOOSA COUNTY BBC 5479-A OLD BETHEL ROAD CRESTVIEW, FL 32536 United States	<b>CANCEL</b>
	SHOULD BE BEFORE THE EXPIRATION DATE HEREOF, IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



## ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 2009942**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2290912

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate

Additional Insured includes: Okaloosa County BBC, when required by written contract.

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

Procurement/Contract/Lease Number: C18-2662-YW Tracking Number: 4050-20  
Procurement/Contractor/Lessee Name: Republic Services Grant Funded: YES \_\_\_ NO X  
Purpose: non-exclusive commercial solid waste  
Date/Term: 9-30-21  
Department #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Department: PW Dept. Monitor Name: Auty

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

**Purchasing Review**

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

**2CFR Compliance Review (if required)**

Approved as written: NO federal funds Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

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

**County Attorney Review**

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

**Department Funding Review**

Department funding confirmed:  
\_\_\_\_\_  
Date: \_\_\_\_\_

## DeRita Mason

---

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

This agreement is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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

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

All,

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

Thank you,

DeRita Mason



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

## DeRita Mason

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

DeRita

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

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

Thank you

*Karen Donaldson*

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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, June 15, 2020 4:16 PM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto: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 23<sup>rd</sup> day of July, by and between Okaloosa County, Florida and Allied Services, LLC dba Republic Services of Fort Walton Beach (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 (20<sup>th</sup>) of each month.



#### **ARTICLE IV. RESERVED**

Not Used.

#### **ARTICLE V. TERMINATION**

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

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

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

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

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

## **ARTICLE VI. OTHER TERMS AND CONDITIONS**

### **6.1 Indemnification and Hold Harmless**

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

### **6.2 Compliance with Laws, Governing Law, and Venue**

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

### **6.3 Modifications**

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

### **6.4 Severability**

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

### **6.5 Permits and Licenses**

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

### **6.6 Franchise Non-transferable**

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

### **6.7 Third Party Beneficiaries**

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

### **6.8 Notice**

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

The authorized representative of the County shall be:

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

The authorized representative of the Franchisee shall be:

General Manager

2910 North Palafox St.

Pensacola, Florida 32501

251-544-5337

Courtesy Copy to:

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

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

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

## **Article VII. Insurance**

### **7.1 Franchisee's Insurance**

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

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

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

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

#### 7.2 Workers' Compensation Insurance

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

#### 7.3 Business Automobile and Commercial General Liability Insurance

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

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

**7.4 Limits of Liability**

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

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

**7.5 Notice of Claims and Litigation**

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

**7.6 Certificates of Insurance**

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

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

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

#### 7.7 General Terms

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

#### 7.8 Umbrella Insurance

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

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

  
\_\_\_\_\_  
Signature

**Andrew Rodgers**  
\_\_\_\_\_  
Print Name


Date: **07/23/2020**

WITNESS

  
\_\_\_\_\_  
Signature

**Lonnie Jones**  
\_\_\_\_\_  
Print Name

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Robert A. "Trey" Gooden, Chairman



Date: **SEP 01 2020**

ATTEST:

  
\_\_\_\_\_  
J.D. Felcock, II, Clerk



**CERTIFICATE OF SECRETARY**

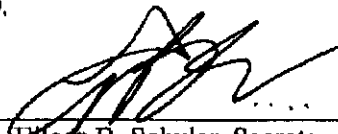
**RELATING TO THE NONEXCLUSIVE COMMERCIAL SOLID WASTE  
COLLECTION SERVICES FRANCHISE AGREEMENT  
FOR OKALOOSA COUNTY  
IN THE STATE OF FLORIDA**

The undersigned, Secretary of **ALLIED SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the managing member of the Company (the "Managing Member") by written consent of the Managing Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 15<sup>th</sup> day of July, 2020.

  
\_\_\_\_\_  
Eileen B. Schuler, Secretary





# Nonexclusive Commercial Solid Waste Collection Franchise Application




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## OWNER/OPERATOR CORPORATION

Allied Services, LLC dba Republic Services of Fort Walton Beach/Allied Waste Services of Fort Walton Beach

**86-0897719**

Full Corporate Name

Federal ID

110 Ready Avenue, NW, Fort Walton Beach, Florida 32548

**850-301-9101**

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

Phone

110 Ready Avenue, NW, Fort Walton Beach, Florida 32548

**850-301-9101**

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

Phone

**Corporate Officers: (Names)**

**See attached**

**See attached**

President

Vice-President

**See attached**

**See attached**

Secretary

Treasurer

**See attached**

Office Manager

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## PARTNERSHIP

Partnership Name

Federal ID

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

Phone

Name and Address of Partners

Phone

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## INDIVIDUAL OWNER

Name of Owner

Address: (Street, City, State, Zip)

Phone

# Corporate Data Sheet Report

As of July 16, 2020

## Allied Services, LLC

Formed In Delaware on 11/13/1997

Status: Current  
Entity Type : Limited Liability Company  
Federal ID #: 86-0897719 Internal #: 06  
Domicile:

### Primary Address

18500 North Allied Way  
Phoenix, Arizona 85054

### Officers

	<u>Title</u>
Robert B. Boyer	President
Jamey Amick	Vice President
Gregg K. Brummer	Vice President
Matthew R. Healy	Vice President
John B. Nickerson	Vice President
Larsen Richardson	Vice President
Eileen B. Schuler	Vice President
Jennifer L. Thomson	Vice President
Thomas D. Ulreich-Power	Vice President
Shane Walker	Vice President
Adrienne W. Wilholt	Vice President
Lawrence D. Focazio	Vice President, Tax
Eileen B. Schuler	Secretary
John B. Nickerson	Assistant Secretary
Jennifer L. Thomson	Assistant Secretary
Thomas D. Ulreich-Power	Assistant Secretary
Adrienne W. Wilholt	Assistant Secretary
Calvin R. Boyd	Treasurer

### Direct Owners

	<u>Registered In</u>	<u>%Ownership</u>
Allied Green Power, LLC	Delaware	
Allied Waste Landfill Holdings, Inc.	Delaware	1.0000 %
Allied Waste North America, LLC	Delaware	99.0000 %

**Corporate Data Sheet Report**

As of July 16, 2020

**Allied Services, LLC**

**Registrations**

	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
<b>Alabama</b> Qualification	FLL 611-706		11/13/2006	
<b>Arizona</b> Qualification	R-0838418-0		03/30/1998	
<b>Arkansas</b> Qualification	100218015		07/25/2002	
<b>Delaware</b> Formation	2820812		11/13/1997	
<b>Florida</b> Qualification	M02000001064		04/25/2002	
<b>Georgia</b> Qualification	K740504		11/20/1997	
<b>Illinois</b> Qualification	00155659		12/19/1997	
<b>Iowa</b> Qualification	248428		12/28/2000	
<b>Kansas</b> Qualification	2983985		12/28/2000	
<b>Missouri</b> Qualification	FL0016142		11/20/1997	
<b>North Carolina</b> Qualification	0445776		12/22/1997	
<b>Oklahoma</b> Qualification	3712283076		08/17/2010	
<b>South Carolina</b> Qualification	none	N/A	12/23/1997	

# *State of Florida*

## *Department of State*

I certify from the records of this office that ALLIED SERVICES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on April 25, 2002.

The document number of this limited liability company is M02000001064.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on April 27, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixteenth day of July, 2020*



*Samuel R. Bruce*  
**Secretary of State**

Tracking Number: 9989336422CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**CONTACT INFORMATION**

Andrew Rodgers, General Manager 251-544-5337  
 Primary Contact Person and Title for All Correspondence for Franchise Phone  
 arodgers@republicservices.com 251-382-4962  
 E-mail Address Mobile Phone

**VEHICLES AND EQUIPMENT**


Number of Vehicles: 18  
 Number of Solid Waste Containers, in use and in inventory 388  
 Site Address: 110 Ready Avenue, NW, Fort Walton Beach, Florida 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.  
 (Initial)

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

I hereby certify that by I have the authorization on behalf of Allied Services, LLC the Republic Services of Fort Walton Beach/Solid Waste Services (insert business name) to submit this application. I further certify that if approved, Allied Services, LLC the Republic Services of Fort Walton Beach/Solid Waste Services of F.W.B. (insert business name) shall adhere to all requirements of Chapter 11, Article VI, relevant to Commercial Solid Waste Collection.

  
 Signature

**SUBMISSION**

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

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

- For Office Use Only:**
- Application
  - Executed Agreement
  - Proof of Insurance
  - Drug-Free Workplace Cert.
  - Business License
  - Vehicle & Equipment Report
  - Application Fee

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

DATE: 6/15/2020

SIGNATURE: 

COMPANY: Allied Services, LLC  
dba Allied Waste Services of Fort Walton Beach  
Republic Services of Fort Walton Beach

NAME: Andrew Rodgers  
(Typed or Printed)

ADDRESS: 110 Ready Avenue NW  
Fort Walton Beach, Florida 32548

TITLE: General Manager

E-MAIL: arodgers@republicservices.com

PHONE NO.: 251-544-5337



AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 6

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1612786

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 26 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
Coverage is primary and non-contributory when required by written contract.  
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK1992482

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate  
Professional Liability - \$10,000,000 Per Incident/\$10,000,000 General Aggregate

Additional Insured includes: Okaloosa County, when required by written contract.



POLICY NUMBER: HDO G71670848

Endorsement Number: 239

3

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G71570848

Endorsement Number: 289

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:** any state, governmental agency or political subdivision that has issued a permit or authorization to you in connection with your operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.		Endorsement Number 22
Policy Symbol IBA	Policy Number H25297835	Policy Period 06/30/2019 TO 06/30/2020
Issued By (Name of Insurance Company) ACE American Insurance Company		Effective Date of Endorsement

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the inception of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

  
Authorized Representative

OKALOOSA COUNTY TAX COLLECTOR  
BEN ANDERSON

2019 - 2020  
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT  
STATE OF FLORIDA

RECEIPT NO. 260310402707  
EXPIRES SEPTEMBER 30, 2020

BUSINESS NAME ALLIED SERVICES LLC

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 110 READY AVE  
FORT WALTON BEACH, FL 32548

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector  
P.O. Box 1387, Niceville, FL 32558

ALLIED SERVICES LLC  
110 READY AVE  
FORT WALTON BEACH, FL 32548

OKALOOSA COUNTY  
Tax Collector  
View Your Account Online



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

Paid 0-19007415 35.00 07/18/2019

X

SIGN AND DISPLAY AS REQUIRED

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



REPUBLIC SERVICES, INC.

No. 7399723

Check Date: 6/17/20

OKALOOSA COUNTY LANDFILL, 1759 SOUTH FERDON BLVD, CRESTVIEW FL 32536-9434

Vendor Number: 548423

INVOICE	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
OKALOOSAFAPPL 061520 URG RTD 4986-AJ RODGERS FRANCHISE APPLICATION FEE	06/15/2020	5483704	\$500.00	\$0.00	\$500.00
<b>TOTALS:</b>			<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>

Detach at Perforation Before Depositing Check

THIS IS A WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

**VOID VOID VOID VOID VOID**

REPUBLIC SERVICES, INC.  
C/O AWIN MGMT INC  
C/O ALLIED WASTE SERVICES  
1850 N ALMEDA WAY  
PHOENIX, AZ 85054

BANK OF AMERICA  
52-53-812

Check Date: 06/17/2020  
Number: 7399723

Amount: \$ \*\*\*\*\*500.00  
Valid After 180 Days

PAY *Five Hundred and 00/100 Dollars*

OKALOOSA COUNTY LANDFILL  
1759 SOUTH FERDON BLVD  
CRESTVIEW FL 32536-9434

Signature: *[Handwritten Signature]*

Security Features Included

⑈0007399723⑈ ⑆011201539⑆ 80231000⑈







# ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 1745892**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2145182

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate  
 Professional Liability - \$10,000,000 Per Incident/\$10,000,000 General Aggregate

Additional Insured includes: Okaloosa County, when required by written contract.

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 23
Policy Symbol ISA	Policy Number H25305425	Policy Period 06/30/2020 TO 06/30/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

**Additional Insured(s):** Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, which include permits and licenses, provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

  
\_\_\_\_\_  
Authorized Representative

**COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:** Any state, governmental agency or political subdivision that has issued a permit or authorization to you in connection with your operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G71450892

Endorsement Number: 254

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12-21-2017

Contract/Lease Control #: C18-2662-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALLIED SERVICES, LLC DBA REPUBLIC SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2018

Expiration Date: 09/30/2020

Description of Contract/Lease: SOLID WASTE FRANCHISE AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5774

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

Closed:

Cc: Finance Department Contracts & Grants Office

Username

Password

Log In

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

# Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

[RETURN TO SEARCH](#)

## REPUBLIC SERVICES INC.

DUNS: 078648034 CAGE Code: 6U2S1

Status: Active

2 12th Street  
Fairmont, WV, 26554-3618,  
UNITED STATES

Expiration Date: 02/20/2018

Purpose of Registration: All Awards

### Entity Overview

#### Entity Registration Summary

**Name:** REPUBLIC SERVICES INC.  
**Doing Business As:** Allied Waste Division  
**Business Type:** Business or Organization  
**Last Updated By:** Sandra Weigle  
**Registration Status:** Active  
**Activation Date:** 02/20/2017  
**Expiration Date:** 02/20/2018

#### Exclusion Summary

Active Exclusion Records? No



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

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WWW1

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# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 5

DATE (MM/DD/YYYY)  
07/31/2018

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifiacateteam@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>INSURER A:</b> ACE American Insurance Co. 22667	
	<b>INSURER B:</b> Indemnity Insurance Company of NA 43575	
	<b>INSURER C:</b> ACE Fire Underwriters 20702	
	<b>INSURER D:</b> Illinois Union Insurance Company 27960	
	<b>INSURER E:</b> _____	
	<b>INSURER F:</b> _____	



**COVERAGES** **CERTIFICATE NUMBER: 1425421** **REVISION NUMBER:**

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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G71097171	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159809	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C6522575A - AOS WLR C65225712 - CA/MA/OR SCF C65225797 - WI WCU C65225670 - OH XS TNS C49167295 - TX NSXS	06/30/2018 06/30/2018 06/30/2018 06/30/2018 06/30/2018	06/30/2019 06/30/2019 06/30/2019 06/30/2019 06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
	Contractor's Pollution Liability:			See page 2 for details	06/30/2018	06/30/2019	

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

Division Number: 4463 - Named Insured Includes: Allied Services, LLC - Dba: Allied Waste Services of Fort Walton Beach

C18-2662-PW

### CERTIFICATE HOLDER

OKALOOSA COUNTY  
5479-A OLD BETHEL ROAD  
CRESTVIEW, FL 32536  
United States

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> _____ <b>POLICY NUMBER</b> See First Page <b>CARRIER</b> See First Page	<b>NAMED INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054 <b>EFFECTIVE DATE:</b> _____
<b>NAIC CODE</b> _____	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.  
 Stop gap coverage for ND, WA and WY is covered under policy no. WLR C6522575A and stop gap coverage for OH is covered under policy no. WCU C65225670, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49167295) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK1830449

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate  
 Professional Liability - \$10,000,000 Per Incident/\$10,000,000 General Aggregate

Additional Insured includes: Okaloosa County, when required by written contract.

4

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 23
Policy Symbol ISA	Policy Number H25159809	Policy Period 06/30/2018 TO 06/30/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

POLICY NUMBER: HDO G71097171

Endorsement Number: 228

3

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

POLICY NUMBER: HDO G71097171

Endorsement Number: 260

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:** Any state, governmental agency or political subdivision that has issued a permit or authorization to you in connection with your operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

1st                      Janaury 2018  
MLC, BCC Records

This Agreement is entered into this 9<sup>th</sup> day of November, by and between Okaloosa County, Florida and Allied Services, LLC dba Allied Waste Services of Fort Walton Beach//Republic Services of Fort Walton Beach (hereinafter "Franchisee").

**ARTICLE I. DEFINITIONS**

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

**ARTICLE II. AGREEMENT TERM**

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

**ARTICLE III. SOLID WASTE AND RECYCLABLES COLLECTION SERVICES**

**3.1 Nonexclusive Services**

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

**3.2 Applicable Law**

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

**3.3 Designated Facility**

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

**3.4 Title to Solid Waste**

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

**3.5 Disposal Account**

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

#### **ARTICLE IV. RESERVED**

Not Used.

#### **ARTICLE V. TERMINATION**

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

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

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

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

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

## **ARTICLE VI. OTHER TERMS AND CONDITIONS**

### **6.1 Indemnification and Hold Harmless**

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

### **6.2 Compliance with Laws, Governing Law, and Venue**

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

### **6.3 Modifications**

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

### **6.4 Severability**

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

### **6.5 Permits and Licenses**

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

### **6.6 Franchise Non-transferable**

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

### **6.7 Third Party Beneficiaries**

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

### **6.8 Notice**

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

The authorized representative of the County shall be:

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

The authorized representative of the Franchisee shall be:

Andrew Rodgers, General Manager

---

3720 Varner Drive

---

Mobile, Alabama 36693

---

arodgers@republicservices.com 251-544-5337

---

Courtesy Copy to:

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

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

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

## **Article VII. Insurance**

### **7.1 Franchisee's Insurance**

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

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



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

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

#### 7.2 Workers' Compensation Insurance

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

#### 7.3 Business Automobile and Commercial General Liability Insurance

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

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

#### 7.4 Limits of Liability

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

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

#### 7.5 Notice of Claims and Litigation

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

#### 7.6 Certificates of Insurance

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

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

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

#### 7.7 General Terms

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

#### 7.8 Umbrella Insurance

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

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

  
\_\_\_\_\_  
Signature

Andrew Rodgers  
\_\_\_\_\_  
Print Name

Date: 11 / 9 / 17

WITNESS

  
\_\_\_\_\_  
Signature


Brandi G. Brooks  
\_\_\_\_\_  
Print Name

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Carolyn N. Ketchel, Chairman

Date: 12 / 19 / 17



ATTEST:   
\_\_\_\_\_  
J.D. Peacock, II, Clerk



**CERTIFICATE OF SECRETARY**

**RELATING TO THE BID OR PROPOSAL FOR THE  
NONEXCLUSIVE COMMERCIAL SOLID WASTE  
COLLECTION SERVICES FRANCHISE AGREEMENT  
FOR THE COUNTY OF OKALOOSA  
IN THE STATE OF FLORIDA**

The undersigned, Secretary of **ALLIED SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the managing member of the Company (the "Managing Member") by written consent of the Managing Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 6<sup>th</sup> day of November, 2017.

  
\_\_\_\_\_  
Eileen B. Schuler, Secretary

# *State of Florida*

## *Department of State*

I certify from the records of this office that ALLIED SERVICES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on April 25, 2002.

The document number of this limited liability company is M02000001064.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on April 20, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of November, 2017*



*Ken DeFina*  
*Secretary of State*

Tracking Number: CU2231370721

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# Nonexclusive Commercial Solid Waste Collection Franchise Application



## OWNER/OPERATOR CORPORATION

Allied Services, LLC dba Republic Services of Fort Walton Beach//Allied Waste Services of Fort Walton Beach	<b>86-0897719</b>
Full Corporate Name	Federal ID
110 Ready Avenue, NW, Fort Walton Beach, Florida 32548	850-301-9101
Home Office Address: (Street, City, State, Zip)	Phone
110 Ready Avenue, NW, Fort Walton Beach, Florida 32548	850-301-9101
Local Office Address: (Street, City, State, Zip)	Phone

### Corporate Officers: (Names)

<b>See attached</b>	<b>See attached</b>
President	Vice-President
<b>See attached</b>	<b>See attached</b>
Secretary	Treasurer
<b>See attached</b>	
Office Manager	

## PARTNERSHIP

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

## INDIVIDUAL OWNER

Name of Owner	
Address: (Street, City, State, Zip)	Phone

REPUBLIC SERVICES, INC.

No. 7271581

Check Date: 11/10/17

OKALOOSA COUNTY LANDFILL, 1759 SOUTH FERDON BLVD, CRESTVIEW FL 32536-9434

Vendor Number: 548423

INVOICE	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
OKALOOSA OFF 2018	11/09/2017	3974 179	\$500.00	\$0.00	\$500.00
OKALOOSA COUNTY LANDFILL 1759 SOUTH FERDON BLVD CRESTVIEW FL 32536-9434 APPLICATION					
TOTALS:			\$500.00	\$0.00	\$500.00

Detach at Perforation Before Depositing Check

THIS IS A WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

REPUBLIC SERVICES, INC.

BANK OF AMERICA

Check Date

Number

C/O AWIN MGMT INC  
C/O ALLIED WASTE SERVICES  
18500 N. ALLIED WAY  
PHOENIX, AZ 85064

52-153-112

11/10/2017

7271581

PAY *Five Hundred and 00/100 Dollars*

Amount  
\$ \*\*\*\*\*500.00

Void After 180 Days

PAY TO THE ORDER OF

OKALOOSA COUNTY LANDFILL  
1759 SOUTH FERDON BLVD  
CRESTVIEW FL 32536-9434

*Marsha A. Lacy*  
VP, Treasurer

Security Features Included Details on back

0007271581 1011201539 80231000



# Corporate Data Sheet Report

As of November 06, 2017

## Allied Services, LLC

Formed in Delaware on 11/13/1997

**Status:** Current  
**Entity Type :** Limited Liability Company  
**Federal ID #:** 86-0897719  
**Domicile:**  
**Internal #:** 06

### Primary Address

18500 North Allied Way  
Phoenix, Arizona 85054

### Officers

	<u>Title</u>
Nathan Cabbil	President
Jamey Amick	Vice President
Tim M. Benter	Vice President
Kevin P. Bremer	Vice President
Drew Isenhour	Vice President
Jeffrey L. Kintzle	Vice President
Myndi M. Kort	Vice President
Marsha A. Lacy	Vice President
Eileen B. Schuler	Vice President
Timothy E. Stuart	Vice President
Andrew J. Sweet	Vice President
Jon Vander Ark	Vice President
Adrienne W. Wilhoit	Vice President
Marsha A. Lacy	Treasurer
Lawrence Focazio	Vice President, Tax
Eileen B. Schuler	Secretary
Myndi M. Kort	Assistant Secretary
Andrew J. Sweet	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary

### Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Green Power, LLC	Delaware	
Allied Waste Landfill Holdings, Inc.	Delaware	1.0000 %
Allied Waste North America, LLC	Delaware	99.0000 %

### Registrations

		<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Alabama	Qualification	FLL 611-706		11/13/2006	

## Allied Services, LLC

Registrations

		<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Arizona	Qualification	R-0836418-0		03/30/1998	
Arkansas	Qualification	100216015		07/25/2002	
Delaware	Formation	2820612		11/13/1997	
Florida	Qualification	M02000001064		04/25/2002	
Georgia	Qualification	K740504		11/20/1997	
Illinois	Qualification	00155659		12/19/1997	
Iowa	Qualification	248428		12/28/2000	
Kansas	Qualification	2963965		06/17/2004	
Missouri	Qualification	FL0016142		11/20/1997	
North Carolina	Qualification	0445776		12/22/1997	
Oklahoma	Qualification	3712283076		08/17/2010	
South Carolina	Qualification	none	N/A	12/23/1997	



**CONTACT INFORMATION**

Andrew Rodgers, General Manager 251-544-5337

Primary Contact Person and Title for All Correspondence for Franchise Phone

arodgers@republicservices.com 251-382-4962

E-mail Address Mobile Phone

**VEHICLES AND EQUIPMENT**

Number of Vehicles: 19

Number of Solid Waste Containers, in use and in inventory 379

Site Address: 110 Ready Avenue, NW, Fort Walton Beach, Florida 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.

(Initial) (Initial)

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

I hereby certify that by I have the authorization on behalf of Allied Services, LLC dba Republic Services of Fort Walton Beach/Allied Waste (insert business name) to submit this application. I further certify that if approved, Allied Services, LLC dba Republic Services of Fort Walton Beach/Allied Waste Services of Fort V (insert business name) shall adhere to all requirements of Chapter 11, Article VI, relevant to Commercial Solid Waste Collection.

(Signature)  
Signature

**SUBMISSION**

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

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

**For Office Use Only:**

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



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



Ex. No.	Asset Number	Type (FEL/REL/ASU/RO)	Frontline/Spars (F/S/SP)	Chassis Information					Body Information				Vehicle Id. No. (VIN)	Vehicle License No.	Materials Collected		Vehicle Markings			Vehicle Designated to Service Area Only?
				Make	Model	Year	Current Mileage	Fuel Type (DSL/CNG)	Make	Model	Year	Capacity (CY)			MSW	REC	Company Name	Company Phone #	Asset Number	
1	4552	FEL	FL	Mack	Mru613	2016	1,200	CNG	McNeilus	4029	2013	40	1ABCD23E4FG567890	123ABC	Yes	No	Yes	Yes	Yes	No
2	1224	FEL	FL	Mack	Mru613	2010	367,535	DSL	Heil		2010	40	1M2AV02C7AM006722	N0880N	Yes	Yes	Yes	Yes	Yes	No
3	1313	FEL	FL	Mack	Mru613	2008	161,021	DSL	McNeilus	4029	2008	40	1M2AVOC19M002936	N1996N	Yes	Yes	Yes	Yes	Yes	No
4	1202	FEL	FL	Mack	Mru613	2017	78,990	DSL	Heil		2017	40	1M2AV02C8HM016024	N9545W	Yes	Yes	Yes	Yes	Yes	No
5	1250	FEL	FL	Mack	Mru613	2016	61,415	DSL	Heil		2016	40	1M2AV02C9GM016032	N9530W	Yes	Yes	Yes	Yes	Yes	No
6	1229	FEL	FL	Mack	Mru613	2015	84,812	DSL	Heil		2015	40	1M2AV02C2FM013407	N9533U	Yes	Yes	Yes	Yes	Yes	No
7	1227	FEL	FL	Mack	Mru613	2011	87,884	DSL	Heil		2011	40	1M2AV02C6BM008172	N0880N	Yes	Yes	Yes	Yes	Yes	No
8	1228	FEL	FL	Mack	Mru613	2011	16,460	DSL	Heil		2011	40	1M2AV02C6BM008173	N5279K	Yes	Yes	Yes	Yes	Yes	No
9	1226	FEL	FL	Mack	Mru613	2010	248,491	DSL	Heil		2010	40	1M2AV02C1AM006764	N0879N	Yes	Yes	Yes	Yes	Yes	No
10	1225	FEL	FL	Mack	Mru613	2010	286,114	DSL	Heil		2010	40	1M2AV02CXAM006763	N0881N	Yes	Yes	Yes	Yes	Yes	No
11	3416	RO	FL	Mack	GU813	2015	180,161	DSL	Heil		2015		1M2AX13C3FM027279	N9510U	Yes	Yes	Yes	Yes	Yes	No
12	3411	RO	FL	Mack	GU813	2015	182,407	DSL	Heil		2015		1M2AX18C8FM026749	N9506U	Yes	Yes	Yes	Yes	Yes	No
13	3499	RO	FL	Mack	GU813	2016	114,338	DSL	Heil		2016		1M2AX13C9FM032034	N9558V	Yes	Yes	Yes	Yes	Yes	No
14	3432	RO	FL	Mack	CV713	2005	420,476	DSL	Heil		2005		1M2AG11C95M025540	N5272K	Yes	Yes	Yes	Yes	Yes	No
15	3433	RO	FL	Mack	CV713	2005	496,664	DSL	Heil		2005		1M2AG11C45M027907	B1236V	Yes	Yes	Yes	Yes	Yes	No
16	3434	RO	FL	Mack	CV713	2005	487,214	DSL	Heil		2005		1M2AG11C75M030610	N8907L	Yes	Yes	Yes	Yes	Yes	No
17	3435	RO	FL	Mack	CV713	2005	405,299	DSL	Heil		2005		1M2AG11C45M043106	B1327V	Yes	Yes	Yes	Yes	Yes	No
18	3436	RO	FL	Mack	CV713	2005	460,944	DSL	Heil		2005		1M2AG11C56M027108	B1328V	Yes	Yes	Yes	Yes	Yes	No
19	3431	RO	FL	Mack	CV713	2005	510,321	DSL	Heil		2005		1M2AG11C85M022340	N5271K	Yes	Yes	Yes	Yes	Yes	No
20	56	CD	FL	FORD	F800	2013	146,638	DSL	N/A	N/A	N/A	N/A	3FRWF7FC2DV019684	495NTN	Yes	Yes	Yes	Yes	Yes	No
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**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

DATE: November 8, 2017

SIGNATURE: 

COMPANY: Allied Services, LLC  
dba Allied Waste Services of Fort Walton Beach

NAME: Andrew Rodgers  
(Typed or Printed)

ADDRESS: Republic Services of Fort Walton Beach  
110 Ready Avenue NW  
Fort Walton Beach, Florida 32548

TITLE: General Manager

E-MAIL: arodgers@republicservices.com

PHONE NO.: 251-544-5337



Please see evidence of coverage on next page. When Republic's application has been accepted and agreement executed we will then provide a certificate of insurance naming Okaloosa County as an additional insured.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/17/2017

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No.Ext):      FAX (A/C No.Ext): E-MAIL ADDRESS: certifiicateam@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co.	NAIC # 22667
	INSURER B: Indemnity Insurance Company of NA	43575
	INSURER C: ACE Fire Underwriters	20702
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E:	
	INSURER F:	

### COVERAGES


CERTIFICATE NUMBER: 1213304

REVISION NUMBER:

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 NSR	SUBR WVD	POLICY NUMBER	POLICY EFE (MM/DD/YYYY)	POLICY BXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27867789	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			ISA H0906073A	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C64412917 - AOS WLR C64412905 - CA/MA/OR SCF C64412929 - WI WCU C64412899 - OH XS TNS C49186436 - TX NSXS	06/30/2017 06/30/2017 06/30/2017 06/30/2017 06/30/2017	06/30/2018 06/30/2018 06/30/2018 06/30/2018 06/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

<b>CERTIFICATE HOLDER</b>  EVIDENCE ONLY  United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
	

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">AGENCY</td> </tr> <tr> <td>POLICY NUMBER See First Page</td> </tr> <tr> <td>CARRIER See First Page</td> </tr> </table>	AGENCY	POLICY NUMBER See First Page	CARRIER See First Page	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054</td> </tr> <tr> <td>NAIC CODE</td> </tr> <tr> <td>EFFECTIVE DATE:</td> </tr> </table>	NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	NAIC CODE	EFFECTIVE DATE:
AGENCY							
POLICY NUMBER See First Page							
CARRIER See First Page							
NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054							
NAIC CODE							
EFFECTIVE DATE:							

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

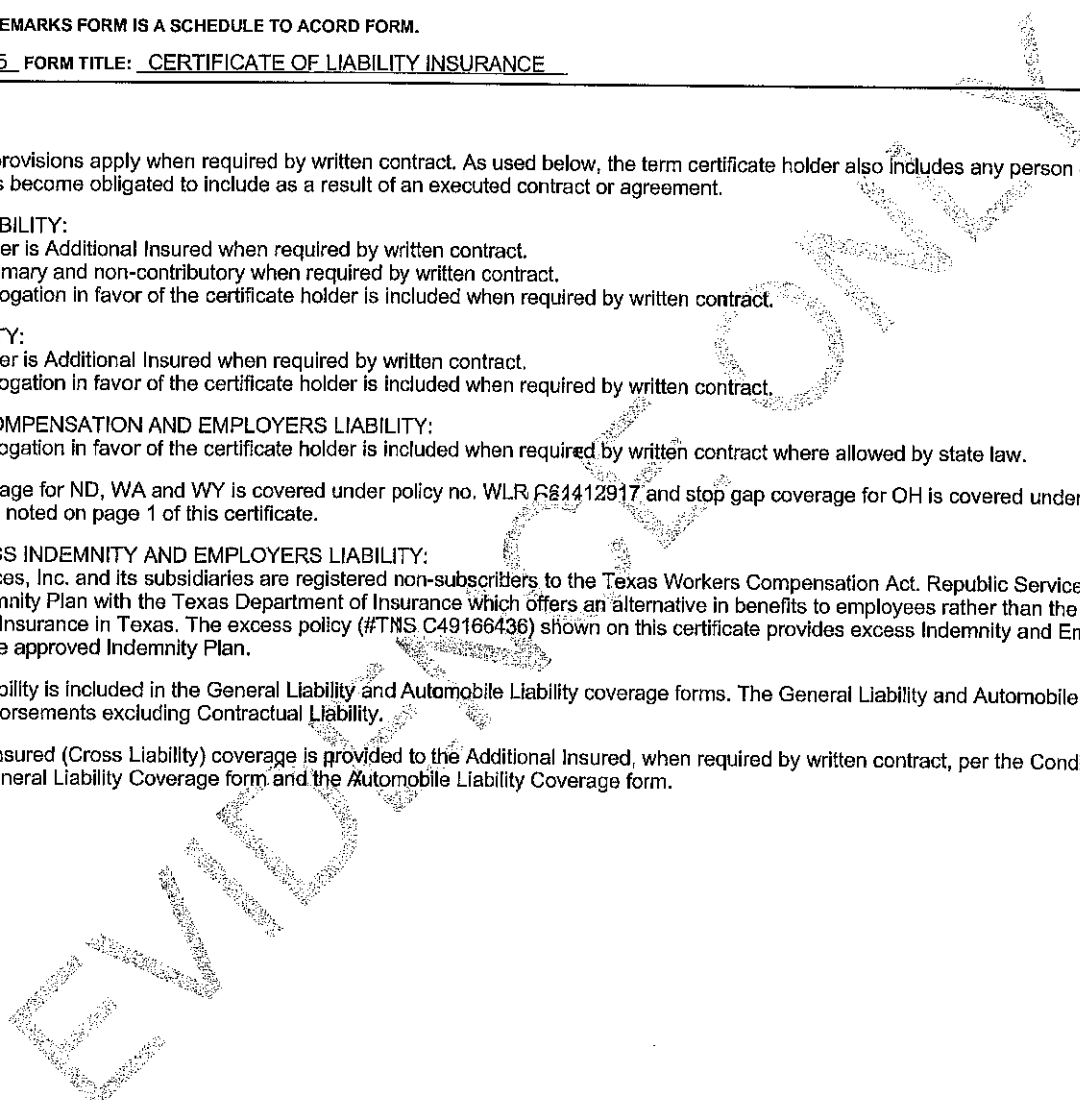
Stop gap coverage for ND, WA and WY is covered under policy no. WLR 22412917 and stop gap coverage for OH is covered under policy no. WCU C64412899, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49166436) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.





RECEIVED JUL 10 2017

OKALOOSA COUNTY TAX COLLECTOR  
BEN ANDERSON

2017 - 2018  
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT  
STATE OF FLORIDA

RECEIPT NO. 260310402707  
EXPIRES SEPTEMBER 30, 2018

BUSINESS NAME ALLIED SERVICES LLC

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 110 READY AVE  
FORT WALTON BEACH, FL 32548

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

OKALOOSA COUNTY  
Tax Collector  
View Your Account Online



Scan Here

Scan Here

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

ALLIED SERVICES LLC  
110 READY AVE  
FORT WALTON BEACH, FL 32548

Paid 0-17003277 35.00 07/05/2017

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

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

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

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

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

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

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

**OFFICE LOCATIONS & HOURS**

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

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



**BEN ANDERSON**  
Tax Collector, Okaloosa County

[www.OkaloosaTax.com](http://www.OkaloosaTax.com)

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



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

Procurement/Contract/Lease Number: DBD Tracking Number: 2123-18  
Procurement/Contractor/Lessee Name: Republic Services Grant Funded: YES \_\_\_ NO   
Purpose: Non-exclusive Commercial Solid Waste Contract  
Date/Term: 9-30-2020 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: PW 3.  \$50,000 OR LESS  
Dept. Monitor Name: Auty

**Purchasing Review**

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

**2CFR Compliance Review (if required)**

Approved as written: NA Date: \_\_\_\_\_  
\_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**

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

**County Attorney Review**

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

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, December 04, 2017 1:10 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Non-Exclusive Franchise Application and Agreement - Republic Services

Allied Services, LLC dba Republic Services of Fort Walton Beach/Allied Waste Services of Fort Walton Beach's Nonexclusive Commercial Solid Waste Collection Franchise Agreement is approved for legal purposes.

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**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Monday, November 27, 2017 9:32 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: Non-Exclusive Franchise Application and Agreement - Republic Services

Please review and approve.

Thank you,

DeRita

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**From:** Jim Reece  
**Sent:** Monday, November 27, 2017 8:29 AM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>  
**Cc:** Scott Henson <shenson@co.okaloosa.fl.us>; Ashley Patrick <apatrick@co.okaloosa.fl.us>; Gayle Edge <gedge@co.okaloosa.fl.us>; Janet Thompson <jthompson@co.okaloosa.fl.us>  
**Subject:** Non-Exclusive Franchise Application and Agreement - Republic Services

DeRita,

This is one of two applications and agreements that we'd like to place on the BCC agenda, Dec 19, for approval. The NEF is effective Jan 1, 2018. Are you the one to staff the coordination sheet through Purchasing, Legal, and Risk?

Jim

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