NONEXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

This Agreement is entered into this _____ day of _____, by and between Okaloosa County, Florida and _____ (hereinafter "Franchisee").

ARTICLE I. DEFINITIONS

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

ARTICLE II. AGREEMENT TERM

The Effective Date of this Agreement shall be when fully executed by the parties. The term of this Agreement shall begin upon full execution and shall terminate on Sep 30, 2028.

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^{th}) of each month.

ARTICLE IV. RESERVED

Not Used.

ARTICLE V. TERMINATION

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

a. Failure to deliver all Solid Waste to the Designated Facility; or,

b. Contractor takes the benefit of any present or future insolvency state, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment of a receiver trustee, or liquidator of all or substantially all of its property; or,

c. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor seeking its reorganization or the readjustment of indebtedness under federal bankruptcy laws or under any law of statute of the United States or any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

d. By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Contractor and such possession of control shall continue in effect for a period of sixty (60) Days; or,

e. Failed to adhere to any of the provisions of this Agreement; or,

f. Failure to pay monthly tipping fees charged by the County; or,

g. Franchisee shall voluntarily abandon, desert, or discontinue its operations hereunder; or,

h. Has consistently and repeatedly violated State, Federal or local laws, ordinances, rules and regulations.

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

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

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

ARTCLE VI. OTHER TERMS AND CONDITIONS

6.1 Indemnification and Hold Harmless

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

6.2 Compliance with Laws, Governing Law, and Venue

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

6.3 Modifications

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

6.4 Severability

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

6.5 Permits and Licenses

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

6.6 Franchise Non-transferable

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

6.7 Third Party Beneficiaries

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

6.8 Notice

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

The authorized representative of the County shall be:

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

The authorized representative of the Franchisee shall be:

_____

_____

_____

_____

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:

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

7.5 Notice of Claims and Litigation

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

7.6 Certificates of Insurance

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

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

b. All policies shall expressly require thirty (30) calendar days written notice to the County at the address set out above, for the cancellation or material alterations of such policies, and the Certificates of Insurance, shall so provide.

c. All certificates shall be subject to the County's approval of adequacy of protection and the satisfactory character of the Insurer.

d. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Franchisee's full responsibility. In particular, the Franchisee shall afford full coverage as specified herein to entities listed as Additional Insured.

e. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

7.7 General Terms

a. Any type of insurance or increase of limits of liability not described above which Franchisee requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

b. The carrying of the insurance described shall in no way be interpreted as relieving Franchisee of any responsibility under this Agreement.

c. Should Franchisee engage a Sub Franchisee or Sub-sub Franchisee, the same conditions will apply under this Agreement to each sub Franchisee and sub-sub Franchisee.

d. Franchisee hereby waives all rights of subrogation against the County and its consultants and other indemnities of Franchisee under all the foregoing policies of insurance.

e. The requirement to list the County as additional insured shall be limited to the extent of Franchisee's indemnity obligation.

7.8 Umbrella Insurance

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

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

_____
Signature

_____
Print Name

Date: _____/_____/_____

WITNESS

_____
Signature

_____
Print Name

OKALOOSA COUNTY, FLORIDA

_____
Robert A. "Trey" Goodwin III, Chairman

Date: _____/_____/_____

ATTEST:

_____
Brad E. Embry, Clerk