

**RESIDENTIAL SOLID WASTE AND  
RECYCLING COLLECTION AGREEMENT**

**BETWEEN**

**OKALOOSA COUNTY**

**AND**

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**OKALOOSA COUNTY RESIDENTIAL SOLID WASTE**

**AND RECYCLING FRANCHISE AGREEMENT**

**AGREEMENT**

This AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and hereinafter Okaloosa County, Florida (the "COUNTY"), a political subdivision of the State of Florida, and \_\_\_\_\_ (hereinafter referred to as "FRANCHISEE"), a corporation duly organized and validly existing under and by virtue of the laws of the State of Florida and authorized to do business in the State of Florida.

**WITNESSETH**

WHEREAS, the "COUNTY" desires to contract with "FRANCHISEE" to provide residential solid waste collection and hauling services and residential recycling services as defined herein; and,

WHEREAS, FRANCHISEE desires to provide residential solid waste collection and hauling services and residential recycling services as defined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein the parties do agree as follows:

## ARTICLE 1

### Definitions

The following words terms, or phrases when used in this Agreement, shall have the meanings respectively ascribed to them in this Article, except where the context otherwise requires:

**“Agreement”** shall mean this Agreement including all attachments and amendments thereto.

**“Approved Containers”** means Solid Waste Receptacles approved by the COUNTY and the FRANCISEE for the use of regular collection of Solid Waste as described in this agreement.

**“Authorized Representative”** means the employee designated in writing by the Board to represent the COUNTY in the administration and supervision of this Agreement.

**“Biomedical Waste”** means any solid waste or wastes which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts: laboratory and veterinary waste which contain human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which, in the opinion of the Department of Health and Rehabilitative Services, represent a significant risk of infection to persons outside the generating facility.

**“Biological Waste”** means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

**“Board”** shall mean the Board of County Commissioners of Okaloosa County, Florida, which is the governing body of the COUNTY.

**“Bulk Waste”** shall mean any waste that requires additional management due to its bulk or weight and shall include, without limitation, Household Furniture, bicycles, push type lawn mowers with all oil and gas drained and White Goods. Bulk Waste does not include any form of matter or debris resulting from tree removal, land clearing, land development, or Special Waste as defined herein.

**“Bulk Waste Residential Collection Service”** means the Bulk Waste collection services provided to persons occupying Dwelling Units within the designated Franchise Area, including Dwelling Units located in mobile home parks who receive collection services at curbside. This service is defined in Article 2, D (5).

**“Business”** means and includes all retail, professional, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental/public agencies, and any other commercial enterprises offering goods or services to the public.

**“Collection”** means the process whereby Solid Waste, Bulk Waste, Yard Trash or Recyclable Material is removed and transported to a Designated Facility.

**“Commercial Business Establishment”** means any establishment other than a residential dwelling, apartment complex, condominium complex or trailer park and shall b and shall include, but not be limited to, all retail or wholesale business establishments and manufacturing concerns.

**“Compactor”** means any container that has compaction mechanism(s) whether stationary or mobile, all inclusive.

**“Construction and Demolition Debris”** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, form the construction or destruction of a structure

as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project:
- (b) Effective January 1, 1997, except as provide in s. 403.707(13)(j), [FN4] unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated an the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and
- (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

**“C.P.I.”** As used herein, the term “CPI” shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items – U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1967 = 100 (“C.P.I.”). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I. the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

**“C.P.I.-Fuel”** As used herein the term “C.P.I.-Fuel” shall be the revised Consumer Price Index-All Urban Consumers in the South Urban area for Gasoline (all types) and motor fuel, published by the Bureau of labor Statistics, U.S. Department of Labor, 1982-84=100 (“C.P.I. Fuel”). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available.

**“C.P.I.-Manufacturing”** As used herein the term “C.P.I.-Manufacturing” shall be the revised Consumer Price Index-Commodities, transportation equipment, trucks over 10,000 lbs. GVW, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1997=100 (“C.P.I. New Cars and Trucks”). In the event the U.S. Department of Labor, Bureau of labor Statistics ceases to publish the C.P.I., the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available.

**“C.P.I.-Labor”** As used herein the term “CP.I.-Labor” shall be the revised Consumer Price Index-Urban Wage Earners an Clerical Workers in the South urban area for Private Transportation, published by the Bureau of labor Statistics, U.S. Department of Labor, 1982-84=100 (“C.P.I. Labor”). In the event the U.S. of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available.

**“Curbside”** means that portion of the street right-of-way paralleling any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the curbside then becomes the roadside of the ditch. This designated location shall be as near as possible to the traveled streets or alley. The intention of a curbside designation is to allow collection by the FRANCHISEE’S personnel in a rapid manner with walking or reaching minimized.

**“Curbside Solid Waste Residential Collection Service”** means the Solid Waste collection services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area, including Single Family Dwelling Units located in mobile home parks who receive collection services at curbside. This service is defined in Article 2, D (1).

**“Curbside yard Trash Residential Collection Service”** means the Yard Trash collection services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area. Including Single Family Dwelling Units located in mobile home parks who receive collection services at curbside. This service is defined in Article 2, D (2).

**“Department”** means the Florida Department of environmental protection or any successor agency performing a like function.

**“Disposal”** means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or Hazardous Waste into or upon any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwater, or otherwise enter the environment.

**“Disposal Component”** means the rate set by Okaloosa County Ordinance\_\_\_\_\_, and all subsequent amendments thereto, for tipping fee, landfill costs, and solid waste management costs.

**“Disposal Facility”** means a site where Solid Waste or Bulk Waste is disposed of or dumped for transfer to a Sanitary Landfill as designated by the COUNTY.

**“Dwelling Unit”** shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a Hotel or Motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments and mobile homes.

**“Franchise Area”** means the specifically described geographic areas exclusively assigned to a FRANCHISEE for the purpose of residential Solid Waste, yard Trash, and Bulk Waste collection, and, if applicable, Recyclable Material collection.

**“Garbage”** means every refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in or storage of edibles, which is subject to decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects, or any container of the material defined in this item excluding Recyclable Materials as defined herein.

**“Hazardous Waste”** means solid waste or a combination of solid wastes, (even though it may be part of delivered load of waste), which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the disposal of waste in Florida.

Hazardous Waste is not intended to include de minimus amounts of house hold hazardous wastes as defined by FAC 62-701.100

**“Hotel or Motel”** shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. “Transient” has the meaning as defined in Chapter 509, Florida Statutes (1999), or its successor law.

**“Household Furniture”** means all movable compactable articles or apparatus, such as chairs, table, sofas, mattresses, etc., for equipping a house.

**“Incorporated Municipalities”** means those duly Incorporated Municipalities in Okaloosa County consisting of Cinco Bayou, Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar and Valparaiso.

**“Independent Third party”** means a qualified party mutually acceptable to both the COUNTY and the CONTRACTOR.

**“Infectious Waste”** means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

**“Items for Special Pickup”** mean pickups of large items such as trees, sod and lumber, discarded automobiles or other items not defined in this Agreement as either Solid Waste, yard Trash, or Bulk Waste and shall be considered as a request for special pickup services and such special services shall not be subject to the fees and charges set out in this Agreement, but may be agreed upon by the person requesting such service and the FRANCHISEE.

**“Mechanical Container”** means and includes any detachable metal or plastic container designed or intended to be mechanically dumped into a loader/packer type of Refuse truck used by the FRANCHISEE.

**“Multi-Family Dwelling Unit”** shall mean Dwelling Units containing five or more individual Dwelling Units under one common roof.

**“Multi-Family Residential mechanical Container Collection Service”** means the collection of Solid Waste from persons occupying residential Dwelling Units within the Franchise Area who are serviced by Mechanical Container. This service is defined in Article 2, D(3).

**“Non-disposal Components”** means Solid Waste, yard Trash, Recycling, and Bulk Waste Residential Collection Services associated with this Agreement.

**“Off-Site”** means any location which is not on the property where the waste is generated.

**“On-Site”** means on the same or geographically contiguous property that may be divided by a public or private right-of-way.

**“Recyclable Materials Processing Facility”** means private commercial facilities as designated by the COUNTY operated for the purpose of preparing Recyclable Materials (as defined herein) or Bulk Waste for sale.

**“Recyclable Materials”** means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable materials shall include newspapers, extra materials (including inserts), aluminum, plastic containers, glass bottles and jars, corrugated cardboard, brown paper bags, Mixed Paper, tin and ferrous cans, household dry-cell batteries (no wet-cell batteries), and other Solid Waste materials added upon Agreement between the COUNTY and the FRANCHISEE, when such materials have been either diverted from the remaining Solid Waste stream or removed prior to their entry into the remaining Solid Waste stream.

**“Residential Recyclable Material Collection Service”** means the Recyclable Materials collection services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area, including Single Family Dwelling Units located in mobile home parts who receive collection services at curbside. This service is defined in Article 2, D (4).

**“Refuse”** Means both Rubbish and Garbage or a combination or mixture of rubbish and Garbage, including paper, glass, metal and other discarded matter, excluding Recyclable Materials.

**“Refuse Regulations”** means regulations and ordinances prescribed by the COUNTY together with such administrative rules, regulations, and procedures as may be established for the purpose of carrying out or making effective the provisions of this Agreement.

**“Rubbish”** means refuse accumulation of paper, excelsior, rags or wooden or paper boxes or containers, sweeping, and all other accumulations of nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places; also any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water breeding insects. Rubbish shall not include Recyclable Materials as defined herein.

**“Sanitary Landfill”** means a site where Solid Waste is disposed of using sanitary land filling techniques.

**“Single Family Dwelling Unit”** shall mean Dwelling Units, including single-family residences, or any building or structure containing five (5) or less individual Dwelling Units under one common roof. Recreational vehicles not located in recreational vehicle parks and mobile homes which are not located in a mobile home part or mobile home subdivision, and which are otherwise considered real property under the Florida Statutes, shall be considered Single Family Dwelling Units for the purposes of this Agreement. Additionally, recreational vehicles and mobile homes located in recreational vehicle or mobile home parks that are not serviced by Mechanical Container shall be considered Single Family Dwelling Units for the purpose of this Agreement.

**“Solid Waste”** means Garbage, Rubbish, Refuse, Trash, or other similar discarded material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. It excludes yard Trash, Bulk Waste, Recyclable Materials, and Special Waste.

**“Solid Waste Department”** means that COUNTY Department charged with the authority and responsibility to manage all functions of the Solid Waste Department of Okaloosa County, Florida.

**“Solid Waste Management Facility”** means a Disposal Facility designated and approved by the COUNTY for the Disposal of Solid Waste and Bulk Waste.

**“Solid Waste Receptacle”** means an automated collection container of 96-gallon capacity which is a type approved by the COUNTY for Solid Waste automated collection.

**“Special Waste”** means wastes that can require special handling and management, which are not accepted at a landfill or other disposal facility or which are accepted at a landfill or other disposal facility as higher rates than is charged for refuse, including, but not limited to, wastes outlined in Exhibit A.

**“Ton”** means a short ton, 2,000 pounds (9.078 metric tons).

**“Trash”** means all waste material not of a putrescible nature, newspaper, magazines, cardboard boxes, clothing and similar discarded personal and household items or other similar waste items not including Recyclable Materials as defined herein. Special Waste and waste generated by building contractors or subcontractors is not household trash.

**“White Goods”** means discarded washers, dryers, refrigerators, ranges, microwave ovens, water heaters, freezers, small air conditioning units, and other similar domestic large appliances.

**“Yard Trash”** means vegetative matter resulting from landscaping maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf rakings, palm fronds, small tree branches (Which shall not exceed six(6) feet in length and four (4) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-containerized material not susceptible to normal loading and collection in loader packer type sanitation equipment used for regular collections from domestic households. Yard Trash does not include any form of matter or debris resulting from tree removal, land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons. Additional, Yard Trash does not include debris generated by landscapers or lawn maintenance services when removed from the origination site and placed on another property for pick-up by FRANCHISEE.

**“Yard Trash Processing Facility”** means facilities as designated by the COUNTY operated for the purpose of processing yard Trash.

**“Yard Trash Receptacle”** means a container of not greater than thirty-gallon capacity or less than ten-gallon capacity which shall be free of jagged or sharp edges and shall be water-tight and of impervious material, provided with tight-fitting cover suitable to protect the contents from flies, insects, rats and other animals, fitted with two handles by which it may be lifted, and which shall not have any inside structure, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Such receptacle may also be a water-proof bag liner or Kraft paper type, which can be safely and securely closed, and which is a type approved by the FRANCHISEE and the COUNTY. No container, including its waste content, shall exceed fifty (50) pounds in weight.

## ARTICLE 2

### RESIDENTIAL COLLECTION

#### A. EXCLUSIVE FRANCHISE

The Board does hereby grant “FRANCHISEE”, the right, privilege, easement and exclusive franchise, to provide a residential collection service for Solid Waste, yard Trash, Bulk Waste, and Recyclable Materials within the Franchise Area. Such right, privilege, easement and exclusive franchise shall not extend to the collection of Biomedical Waste, Biological Waste, Construction and Demolition Debris, hazardous Waste, Infectious Waste, Items for Special Pickup, and Special Waste. The Franchise Area shall consist of the following areas within Okaloosa County, Florida:

##### AREA 1

Commencing at the intersection of Highway 90 and the boundary line of Ranges 22 and 23 West; thence west along Highway 90 to the intersection of Yellow River; thence northerly along river to the intersection with the south section line of Section 12, T-4-N, R-23-W; thence due east to the intersection with the boundary line of Ranges 22 and 23 West; thence south along boundary line to Highway 90 and the point of beginning.

##### AREA 2

Commencing at the intersection of Highway 90 and Shoal River; thence west along Highway 90 to the intersection with the Yellow River; thence southerly along Yellow River to the intersection with Shoal River; thence easterly and northerly along Shoal River to the intersection with Highway 90 and the point of beginning.

AREA 3

Commencing at the northwest corner of Section 19, T-1-S, R-25-W, Okaloosa County, Florida; thence east to the intersection with Highway 85; thence south to the boundary of Townships 1 and 2 South; thence east along township line to the Okaloosa and Walton County line; thence south along County line to the shoreline of the Gulf of Mexico; thence westerly along shoreline to the Okaloosa and Santa Rosa County line; thence north along County line to the northwest corner of Section 19, T-1-S, R-25-W, Okaloosa County Florida and point of beginning. Less and except all federal property and corporate limits of the City of Destin, Shalimar, Fort Walton Beach, Cinco Bayou, and Mary Esther.

This exclusive collection right shall apply to all Dwelling Units within the Franchise Area.

**B. MANDATORY SERVICE FRANCHISE AREA**

Pursuant to COUNTY Ordinance (Ordinance No. \_\_\_\_\_), any person now or hereafter occupying any Dwelling Unit within any portion of the Franchise Area described above shall be required to utilize the services of the FRANCHISEE for collection of Solid Waste, Yard Trash, and Bulk Waste and to utilize the services of the FRANCHISEE for the collection of Recyclable Materials.

**C. TERM**

This franchise is for a term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ . The term of this Agreement may be renewed for additional terms commencing at the end of the initial term by mutual agreement of the parties.

#### **D. SCOPE OF SERVICES-RESIDENTIAL COLLECTION SERVICES**

Prior to the institution of services under this Agreement, the FRANCHISEE shall provide to all Dwelling Units an informational sheet concerning the service to be provided. This sheet will set forth, among other matters, when the various collections will occur, what materials will be collected and any requirements of the customer as to the placement of the waste to allow its collection by the FRANCHISEE.

##### **(1) CURBSIDE SOLID WASTE RESIDENTIAL COLLECTION SERVICES**

(a) **Frequency of Collection:** The FRANCHISEE shall collect all Solid Waste from Single Family Dwelling Units within the Franchise Area two (2) times per week, with collections at least three (3) days apart (i.e., Monday/Thursday, Tuesday/Friday, or Wednesday/Saturday).

(b) **Hours of Collection:** Collection shall begin no earlier than 7:00 o'clock a.m., and shall Cease no later than 7:00 o'clock p.m. Monday through Saturday. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Authorized Representative to be later evidenced by a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No collection shall occur on Sundays or Holidays, as defined in Article 9, except in a time of emergency.

(c) **Point of Pickup** Solid Waste contained within Solid Waste Receptacles shall be collected at Curbside. No loose refuse shall be collected. For purposes of automated pickup, Solid Waste Receptacles shall be placed within three (3) feet of the edge of pavement, back of curb, or edge of travel lane on dirt roads. In the event an appropriate location cannot be agreed upon, the Authorized Representative shall designate to the location. During the first one month of this Agreement, Solid waste Receptacles which are placed near the pavement, curb or travel lane, but outside of the three (3) feet area necessary for customer pickup service shall be collected by the FRANCHISEE. When this occurs, the FRANCHISEE shall leave an informational reminder notifying the occupant of the Single Family Dwelling Unit of the requirements as to the placement of the Solid Waste Receptacle. After one month, the FRANCHISEE need not accept Solid Waste within a Solid Waste within a Solid Waste Receptacle unless it is located as required by this Agreement, The FRANCHISEE shall provide this service, without additional charge, at the rear or side of the residence for qualified handicapped persons. Existing qualified handicapped customers shall continue to receive this service. Future application for such handicap services shall be made by the customer providing to the FRANCHISEE, on a form approved by the COUNTY, proof of Handicap status as required by Section 320.0848 (1)(b), or as otherwise approved by the FRANCHISEE, and certifying that no able-bodied person resides in the household.

(d) **Receptacles:** The FRANCHISEE shall be required to pick up all Solid Waste generated from Single Family Dwelling Units which has been placed in a Solid Waste Receptacle and placed at curbside or as such other single collection point as may be agreed upon by the FRANCHISEE and the customer. No loose refuse shall be collected.

(e) **Method of Collection:** The FRANCHISEE shall make collections with as little noise and disturbance as possible. Any Solid Waste spilled by the FRANCHISEE shall be picked up immediately by the FRANCHISEE. Any property of others damaged by the FRANCHISEE shall be repaired or replaced by the FRANCHISEE. Solid Waste Receptacles shall be handled carefully by the FRANCHISEE, shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the same point of collection. The FRANCHISEE shall provide curbside automated collection (side arm loading method). The FRANCHISEE will be responsible for providing each Residential Unit a Solid Waste Receptacle at no cost to the resident. Additionally, the FRANCHISEE will be responsible for maintenance and repair of Solid Waste Receptacles at no cost to the resident. The customer will place Solid Waste within the Solid Waste Receptacles and place it Curbside. No Solid Waste Receptacle including its waste container shall exceed 250 pounds. FRANCHISEE shall have the right to charge customers for replacement containers if excessive abuse occurs – excessive abuse is defined by more than one replacement per year determined to be the fault of the customer. The FRANCHISEE will place the empty Solid Waste Receptacle Curbside. The FRANCHISEE shall collect Solid Waste separately from Yard Trash and Recyclable Materials and shall deliver these Materials to the Solid Waste Management Facility designated and approved by the Board. The FRANCHISEE shall deliver the Solid Waste and Bulk Waste collected pursuant to this Agreement to the Solid Waste Management Facility designated by the COUNTY. The FRANCHISEE shall not commingle Solid Waste or Bulk Waste collected from Single Family Dwelling Units within the Franchise Area with any Solid Waste or Bulk Waste collected from any other commercial or residential property located outside of the Franchise Area prior to its delivery at the Solid Waste Management Facility.

(f) **Vacant Lots:** The FRANCHISEE shall not be responsible for the collection of solid Waste on Vacant lots.

(2) **CURBSIDE YARD TRASH COLLECTION SERVICE**

- (a) **Frequency of Collection:** The FRANCHISEE shall collect Yard Trash from Single Family Dwelling Units within the Franchise Area one (1) time per week.
- (b) **Hours of Collection:** Collection shall begin no earlier than 7:00 o'clock a.m., and shall cease no later than 7:00 o'clock p.m. Monday through Saturday. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Authorized Representative to be later evidenced by a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No collection shall occur on Sundays or Holidays, as defined in Article 9, except in a time of emergency.
- (c) **Point of Pickup of yard Trash:** Collection of Yard Trash shall be at Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Authorized Representative shall designate the location.
- (d) **Preparation of Yard Trash for Collection:** The FRANCHISEE shall pick up all Yard Trash generated from Single Family Dwelling Units which has been properly prepared and stored for collection as follows:
- (i) Residents are responsible for separating Yard Trash from all other Solid wastes, Bulk Wastes, and Recyclable Materials. Grass clippings, leaves, pine needles, trimmings and other such materials must be in a Yard Trash Receptacle.

- (ii) Yard Trash shall be placed in Yard Trash Receptacles or bundles of less Than fifty (50) pounds each whenever practical and with no dimension over, Six (6) feet in length and four (4) inches in diameter each. Items of Yard Trash which are not easily containerized or bundled and which do not exceed six (6) feet in length and four (4) inches in diameter or weigh more than fifty (50) pounds shall be collected unbundled.
  - (iii) The FRANCHISEEE shall not knowingly commingle Yard Trash with Solid Waste, Bulk Waste, or Recyclable Materials.
- (e) **Method of Collection of Yard Trash:** The FRANCHISEE shall collect Yard Trash separately from all other Solid Waste, Bulk Waste, and recyclable Materials and shall deliver these materials to the Designated Facility.

The FRANCHISEE shall make collections with as little noise and disturbance as possible. Any Yard Trash spilled by the FRANCHISEE shall be picked up immediately by the FRANCHISEE. Any property of others damaged by the FRANCHISEE shall be repaired or replaced by the FRANCHISEE, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. Yard Trash Receptacles shall be inverted with covers placed topside up on the ground next to the container. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright, to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles.

- (f) **Vacant Lots:** The FANCHISEE shall not be responsible for the collection of Yard Trash on vacant lots.

**(3) MULTI-FAMILY RESIDENTIAL MECHANICAL CONTAINER COLLECTION SERVICE**

- (a) **Frequency of Collection:** The FRANCHISEE shall collect Solid Waste from Multi-Family Dwelling Units within the Franchise Area at least one (1) time per week.
- (b) **Hours of Collection:** Collection shall begin no earlier than 7:00 o'clock a.m., and shall cease no later than 7:00 o'clock p.m. Monday through Saturday. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Authorized Representative to be later evidenced by a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No collection shall occur on Sundays or Holidays, as defined in Article 9, except in a time of emergency.
- (c) **Point of Pickup of Containerized Residential Solid Waste:** Multi-Family Residential Mechanical Container Service customers shall accumulate solid waste at locations that are mutually agreed upon by the customer and the FRANCHISEE' and which are convenient for collection by the FRANCHISEE. Where mutual agreement is not reached, the Authorized Representative shall designate the location. In no case shall Mechanical Containers be placed in a location different than that designated on approved site development plans, or in an area that would create a safety hazard.

- (d) **Accumulation of Multi-Family Solid Waste:** The FRANCHISEE shall provide Mechanical Containers or Compactors for the accumulation of Multi-Family Dwelling Units Solid Waste within those developments/complexes of five or more units where such service is possible from an operational and safety standpoint. The number and size of Mechanical Containers shall be mutually agreed upon by the customer and the FRANCHISEE. Where mutual agreement is not reached, the Authorized Representative shall determine the appropriate number and size of Mechanical Containers.
- (e) **Method of Collection of Multi-Family Solid Waste:** The FRANCHISEE shall make collections with as little noise and disturbance as possible. Any refuse spilled by the FRANCHISEE shall be picked up immediately by the FRANCHISEE unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage. Any property of others damage by the FRANCHISEE shall be repaired or replaced by the FRANCHISEE. The FRANCHISEE shall collect Solid Waste separately from Yard Waste and recyclable Materials and shall deliver these materials to the Designated Facility.

**(4) Residential Recyclable Material Collection Service**

The FRANCHISEE shall provide residential Recyclable Material collection services, including the marketing and processing of recyclable Materials, in accordance with this Agreement.

- (a) **Frequency of Collection:** The FRANCHISEE shall collect Recyclable Materials from Single Family Dwelling Units within the Franchise Area one (1) time per week. To the extent possible, collection of Recyclable Materials will be the same day of the week as Solid Waste collection service.

- (b) **Hours of Collection:** Collection shall begin no earlier than 7:00 o'clock a.m., and shall cease no later than 7:00 o'clock p.m. Monday through Saturday. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Authorized Representative to be later evidenced by a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No collection shall occur on Sundays or Holidays, as defined in Article 9, except in a time of emergency.
- (c) **Point of Pickup of Recyclable Material:** Collection of Recyclable Material shall be at Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Authorized Representative shall designate the location. The FRANCHISEE shall provide this service, without additional charge, at the rear or side of the residence for qualified handicapped persons. Existing qualified handicapped customers shall continue to receive this service. Future application for such handicap services shall be made by the customer providing to the FRANCHISEE, on a form approved by the COUNTY, proof of Handicap status as required by Section 320.0848 (1) (b), or as otherwise approved by the FRANCHISEE, and certifying that no able-bodied person resides in the household.
- (d) **Preparation of Recyclable Material for Collection:** The FRANCHISEE shall pick up all Recyclable Materials generated from Single Family Dwelling Units which has been properly prepared and stored for collection as follows:

- (i) Residents are responsible for separating Recyclable Materials from all other Solid Wastes, Yard Trash, and Bulk Wastes. Recyclable Materials to be collected by the FRANCHISEE include: Aluminum cans, steel cans, glass bottles (clear, brown and green), newspapers, and plastic bottles (HDPE and PET). With the approval of the Authorized Representative, the FRANCHISEE may add additional material types for collection.
  - (ii) Recyclable Materials shall be placed in recycling bins approved by the COUNTY. The COUNTY and FRANCHISEE shall contribute equally to fund the purchase of the recycling bins. These bins shall be provided and maintained at no cost to the residents.
  - (iii) The FRANCHISEE shall not knowingly commingle Recyclable Materials with Solid Waste, Bulk Waste, or Yard Trash.
- (e) **Method of Collection of Recyclable Materials:** The FRANCHISEE shall collect Recyclable Materials separately from all other Solid Waste, Bulk Waste, and Yard Trash and shall deliver these materials to the Designated Facility.

The FRANCHISEE shall make collections with as little noise and disturbance as possible. Any materials spilled by the FRANCHISEE shall be picked up immediately by the FRANCHISEE. Any property of others damaged by the FRANCHISEE shall be repaired or replaced by the FRANCHISEE. Recycling bins shall be handled carefully by the FRANCHISEE, shall not be bent or otherwise abuse, and shall be thoroughly emptied and then left at the proper point of collection. Recycling bins shall be inverted after collection.

- (f) **Public Awareness Program:** FRANCHISEE and COUNTY shall continue to jointly implement a promotional and public education program to inform and encourage residents to use the Recycling Collection Services. Exhibit B contains the public education program to be implemented by the FRANCHISEE. The COUNTY'S Authorized Representative shall monitor the implementation of this program.
- (g) **Disposition of Revenue from Sale of Recyclable Materials:** All revenue derived from the sales of recyclable materials generated by this Agreement, less Company's operating expenses, as herein defined, shall be equally divided between the Company and the COUNTY with the County's share of any such revenues being remitted by the Company to the COUNTY on a quarterly basis. Quarterly, the FARNCHISEE shall submit a report depicting Recyclable Materials collected and processed, by type, revenues associated with the activities, itemized costs, and resulting revenue remittance to the COUNTY.

**(5) BULT WASTE RESIDENTIAL COLLECTION SERVICE**

- (a) **Frequency of Collection:** The FRANCHISEE shall collect all Bulk Waste from Single Family Dwelling units within the Franchise area up to one (1) time per week on an on-call basis. Collection must occur during the same week in which the call was received, unless the call was received on Friday. Friday calls for pickup must be collected by Wednesday of the next week.

- (b) **Hours of Collection:** Collection shall begin no earlier than 7:00 o'clock a.m., and shall cease no later than 7:00 o'clock p.m. Monday through Saturday. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Authorized Representative to be later evidenced by a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No collection shall occur on Sundays or Holidays, as defined in Article 9, except in a time of emergency.
- (c) **Point of Pickup of Bulk Waste:** Collection of Bulk Waste shall be at Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the COUNTY'S Authorized Representative shall designate the location.
- (d) **Method of Collection of Bulk Waste:** The FRANCHISEE shall collect Bulk Waste separately from Yard Trash and Recyclable Materials and shall deliver these materials to the Designated Facility.

The FRANCHISEE shall make collections with as little noise and disturbance as possible. Any materials spilled by the FRANCHISEE shall be picked up immediately by the FRANCHISEE. Any property of others damaged by the FRANCHISEE shall be repaired or replaced by the FRANCHISEE.

**(6) Rates:**

Residential Collection Service consists of Collection Components defined as Solid Waste, Yard Trash, Recycling, and Bulk Waste Residential Collection Services and the Disposal Component. Two categories of Residential Collection Service are single family and multi-family. The rates to be charged for these services are as established by Okaloosa County Ordinance \_\_\_\_\_ and all subsequent amendments thereto. A copy of which is attached hereto as Exhibit C.

- (1) The COUNTY will provide billing and collection services through its Water and Sewer Department for FRANCHISEE to Dwelling Unit customers that are billed by the COUNTY Water and Sewer System. The COUNTY will retain the Disposal Components associated with the cash receipts. The COUNTY will charge an administrative fee of 5 percent of the Collection Components collected by COUNTY. The COUNTY will remit all cash receipts from the Collection Components of the billings, less the administrative fee, to the FRANCHISEE on a monthly basis.

Additionally, the FRANCHISEE shall be responsible for billing and collecting the fee for the Collection Components and Disposal Component for those single residences and trailer units that are not billed by the COUNTY. The FRANCHISEE shall retain the fees associated with the Collection Components and remit all Disposal Component cash receipts directly to the COUNTY. The FRANCHISEE shall, with each remittance, provide the COUNTY with a list of residences billed.

The COUNTY will generate, on a monthly basis, a listing of curbside Dwelling Units granted certificates of occupancy by the COUNTY (C.O.'s) during the previous month. The list will also indicate those new Dwelling Units that have been established for Solid Waste billing through the COUNTY's Water and Sewer Department.

The list will be provide to the FRANCHISEE who will be responsible for establishing billing accounts for all new Dwelling Units not set up for Solid Waste billing by the COUNTY.

- (2) The FRANCHISEE shall be responsible for billing and collection for Multi-Family Residential Collection service. The FRANCHISEE shall retain the fee associated with Collection Components and remit all Disposal Component cash receipts directly to the COUNTY. The FRANCHISEE shall, with each remittance, provide the COUNTY with a list of Multi-Family Dwelling Units billed.
- (3) The rates shown in Exhibit C will be in place from the initiation of this Agreement through the end of the second year.
- (4) Beginning on the start of the third year of this Agreement, the FRANCHISEE shall receive an adjustment to the rate for the Collection Components. The rates shall be adjusted upward or downward in an amount equivalent to one-half of the net change in the Consumer Price Index (CPI) as measured by the twelve months ending on the preceding June 30<sup>th</sup>.
- (5) On the start of the fifth year of this Agreement, the rate for the Collection Components may also be adjusted according to the following methodology, where A is the rate for the Collection Components:

If  $(((0.3 * A * (1 + 0.5 * (\text{Sum of CPI-Fuel, Years 1 through 4})) + (0.3 * A * (1 + 0.5 * (\text{Sum of CPI-Labor, Years 1 through 4})) + (0.3 * A * 0.5 * (\text{Sum of CPI-Manufacturing, Years 1 through 4})) + 0.1 * A) - A) / A$  is:

- (a) equal to or greater than 3.5 percent, then the rate for the Collection Components shall be increased by 3.5 percent;
- (b) less than zero percent, then the rate for the Collection Components shall be reduced by the percent calculated.

- (c) If neither (a) nor (b) above, then the rate for the Collection Components shall remain for years three through eight of this Agreement as determined in (4) above.

Exhibit D provides an example of this calculation.

Or, if the rates under this Agreement are determined to be in excess of 10 percent above the then average rate for similar collection services within a 200 mile in-state radius of Crestview, Florida as determined by an Independent Third Party then the COUNTY may at its discretion renegotiate the rates contained in this Agreement.

- (6) Beginning at the start of the eighth year of this Agreement, the FRANCHISEE shall receive an adjustment to the rate for the Collection Components. The rates shall be adjusted upward or downward in an amount equivalent to one-half of the net change in the Consumer Price Index (CIP) as measured by the twelve months ending on the preceding June 30<sup>th</sup>.

### **ARTICLE 3**

#### **UTILIZATION OF DESIGNATED FACILITIES**

All Solid Waste, Yard Trash, Bulk Waste, and Recyclable Materials collected by FRANCHISEE under the Scope of Service as defined herein must be delivered to a COUNTY designated facility. For the term of this Agreement, the designated Solid Waste Management Facilities are the current Ft. Walton Beach and Baker transfer stations. All Solid Waste and Bulk Waste shall be disposed of at the designated facilities. All yard trash shall be disposed of at the Wright and Baker Landfills.

**ARTICLE 4**

**FRANCHISEE'S BUSINESS OFFICE**

The FRANCHISEE shall maintain an office within Okaloosa County where complaints can be received and bills paid. It shall be equipped with sufficient telephones, listed in the name in which it conducts business as FRANCHISEE and shall have responsible persons in charge during collection hours and at a minimum shall be open during normal business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m. CST, except as otherwise provided in this Agreement. It shall also have an emergency telephone number available to the COUNTY.

**ARTICLE 5**

**PERFORMANCE BOND**

As a prerequisite to the granting of any franchises, the FRANCHISEE shall furnish to the COUNTY a performance bond issued by a surety licensed to do business in the State of Florida for the faithful performance of the Agreement and all obligations arising hereunder. The performance bond shall be made payable in favor of Okaloosa County, Florida, or in lieu thereof, pay to the COUNTY, the sum of \$2,500.00 per one thousand customers or fraction thereof; they may have on their books or which they actually service. Exhibit E provides the bond form. A complete bond shall be issued at least 30 days prior to \_\_\_\_\_200\_\_\_\_.

**ARTICLE 6**

**INSURANCE**

A. The 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 Authorized Representative.

- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best's Key Rating Guide published by A.M. Best & Co., Inc.
  
- C. The County of Okaloosa Shall be furnished proof of coverage by a certified, complete duplicate of all insurance contracts including every endorsement. The complete insurance contracts must be delivered to the Authorized Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the COUNTY and the FRANCHISEE. The COUNTY shall retain the right to reject all insurance contracts that do not meet the requirements of this Agreement.
  
- D. The COUNTY reserves the right during the term of this Contact to request additional certified copies of any insurance contracts to support any Certificates of Insurance. At any time the insurance coverage is unacceptable to the COUNTY, the COUNTY reserves the right to terminate this Agreement.

The designation of FRANCHISEE shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

- E. All policies shall be written so that the COUNTY will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the Authorized Representative.
  
- F. All insurance contracts, except the Workers Compensation shall list Okaloosa County as an Additional Insured. FRANCHISEE shall provide the COUNTY current Certificates of Insurance for all policies.

**WORKERS COMPENSATION INSURANCE:**

- A. The FRANCHISEE shall secure and maintain during the life of this Agreement Workers Compensation insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the COUNTY, the FRANCHISEE shall require the Subcontractor to provide Workers Compensation Insurance for all employees and such evidence of insurance shall be furnished to the COUNTY not less than ten (10) days prior to the commencement of any and all sub-contractual agreements.
- B. Such insurance shall comply with the Florida Workers Compensation Law.
- C. The Workers' Compensation insurance shall also include Employer's Liability coverage and shall include Broad Form All States Endorsement.
- D. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

**BUSINESS AUTOMOBILE AND PUBLIC LIABILITY INSURANCE**

- A. The FRANCHISEE shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include owned, non-owned and hired motor vehicle coverage.
- B. The FRANCHISEE shall carry other Public 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, environmental pollution, environmental clean-up and professional liability.

C. Except for the professional liability coverage, all liability insurance 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 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, the FRANCHISEE shall notify the COUNTY representative in writing. The FRANCHISEE 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. Public liability coverage shall be endorsed to include the following:

- (a) On and off premises operation liability
- (b) Bodily injury and property damage liability
- (c) Contractual liability
- (d) Completed operations and products liability with a two (2) year extension
- (e) Personal injury liability insurance

**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 Contract:

	<u>LIMIT</u>
1. Workers’s Compensation	
a) State	Statutory
b) Employer’s Liability	\$1 Million each occurrence
2. Comprehensive Automobile	\$5 Million each occurrence
Commercial General Liability Insurance	\$5 Million each occurrence

- |                                    |                              |
|------------------------------------|------------------------------|
| 3. Personal and Advertising Injury | \$250,000.00                 |
| 4. Professional Liability          | \$5 Million each occurrence  |
| 5. Pollution Liability             | \$10 Million each occurrence |

**ARTICLE 7**  
**NOTICE OR CLAIMS OR LITIGATION**

The FRANCHISEE agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the FRANCHISEE'S knowledge, the Authorized Representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the FRANCHISEE becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

**ARTICLE 8**  
**INDENMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, FRANCHISEE shall protect, defend, indemnify and hold the COUNTY, its officers and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this Agreement. This indemnification and hold harmless applies to the FRANCHISEE, its officers, employees, agents, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur. Notwithstanding the foregoing, FRANCHISEE'S obligation to indemnify the COUNTY or any of its agents and employees for any judgment, decrees, mediation agreement or arbitration award shall apply only where the percentage of

negligence of the COUNTY or any of its agents and employees. In any and all claims against the COUNTY or any of its agents or employees, by any employee of FRANCHISEE, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for FRANCHISEE under workers' compensation acts, disability benefit acts or other employee benefit acts. The COUNTY shall give FRANCHISEE reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

The COUNTY agrees to pay to the FRANCHISEE the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the FRANCHISEE acknowledges that its fee includes said consideration for the indemnification provision.

## **ARTICLE 9**

### **HOLIDAYS**

The FRANCHISEE will not provide service on the following holidays: New Years Day, Thanksgiving and Christmas. If the regular collection day for any route(s) falls on any of the aforementioned holidays, the FRANCHISEE shall collect the refuse on the next regularly schedule collection day for that route.

## **ARTICLE 10**

### **ACCESS TO RECORDS**

The COUNTY may audit the FRANCHISEE at any time and shall always have access to FRANCHISEE'S financial records and customer lists which pertain to this FRANCHISE. The COUNTY reserves the right to request an annual audit of the FRANCHISEE'S financial records and customer list prepared at the FRANCHISEE'S cost.

## **ARTICLE 11**

### **ASSIGNMENT OF FRANCHISE RIGHTS**

FRANCHISEE cannot assign, subcontract, sell or transfer its franchise or any right occurring under the Agreement without first obtaining the express written approval of the Board. Assignment shall include any transfer of fifty (50%) percent of stock and control of FRANCHISEE. The Board shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignment by FRANCHISEE. Any assignment or subcontract of this Agreement by the FRANCHISEE without the express written consent of the Board shall be grounds for the Board to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to FRANCHISEE. Upon the date of such notice, this Agreement shall be deemed immediately terminated.

## **ARTICLE 12**

### **COLLECTION EQUIPMENT**

- A. The FRANCHISEE shall have on hand at all times and in good working order such equipment as shall permit the FRANCHISEE to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Solid Waste collection and disposal equipment. Upon execution of this Agreement and semi-annually thereafter, the FRANCHISEE shall provide in a format specified by the Authorized Representative, a list of collection vehicles used by the FRANCHISEE to provide services

Relating to this Agreement. Equipment shall be of the enclosed loader packer type and all equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times. The FRANCHISEE shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the FRANCHISEE to perform the contractual duties.

- B. FRANCHISEE must put on each side of its trucks the following: (a) the name of FRANCHISEE, (b) its business telephone number, and (c) the number of the vehicle. The letters and numbers shall be not less than three (3) inches in height.

### **ARTICLE 13 PROTECTION OF FRANCHISE AREA**

No collector other than FRANCHISEE may make any pickups within the Franchise Area for the services defined in this Agreement. FRANCHISEE may not charge a customer for services under this Agreement any amount other than that prescribed by the COUNTY or as otherwise provided in this Agreement without COUNTY approval.

### **ARTICLE 14 LATE CHARGES AND TEMINATION OF COLLECTION SERVICE**

In the event payment is not made by any Customer invoiced by FRANCHISEE for services rendered by the 10<sup>th</sup> day of each month, the FRANCHISEE shall be allowed to assess a 50-cent late charge. If payment is not made by the 20<sup>th</sup> of the month, the FRANCHISEE may discontinue pickup of Customer's Solid Waster until such time as all payments are made and arrearages brought up to date.

**ARTICLE 15**  
**SPECIAL WASTE, HAZARDOUS WASTE, BIOMEDICAL WASTE**  
**AND BIOLOGICAL WASTE**

- A. The FRANCHISEE shall not be required to collect and dispose of Special Waste, Infectious Waste, Hazardous Waste, Biomedical Waste or Biological Waste, but may offer such service in the service area. All such collection and disposal for those types of waste in this Article, when done by the FRANCHISEE, shall be in strict compliance with all Federal, State and Local laws and regulations.
- B. The FRANCHISEE shall refuse to collect Solid Waste from a customer if the FRANCHISEE believes that such Solid Waste contains Special Waste, Infectious Waste, hazardous Waste, Biomedical Waste and Biological Waste for collection.

**ARTICLE 16**  
**MODIFICATIONS TO LEVEL OF SERVICE**

- A. The COUNTY, at it's sole discretion, may modify the level of collection services provided under the Agreement if it is determined to be in the best interest of the COUNTY or to comply to changes in laws and regulations. The COUNTY and the FRANCHISEE agree to negotiate any impacts of such modifications in good faith, and shall reduce same to writing and shall execute same as amendments to this Agreement.
- B. The COUNTY has granted this exclusive Franchise without the imposition of any franchise fee. The COUNTY shall have the right to impose a fee for this franchise in an amount up to 6% of the FRANCHISEE'S gross revenues under the Agreement. Such Franchise Fee if imposed may be passed to the customer as separate line item.

**ARTICLE 17**  
**MODIFICATION TO SCOPE OF SERVICE**

The COUNTY, at its sole discretion, may modify the scope of the Agreement to include collection services not originally included in the scope of services as specified in Article 2 of this Franchise, if determined to be in the best interest of the COUNTY. The COUNTY and FRANCHISEE agree to negotiate any impact of such modification of the Scope of Services in good faith, and shall reduce same to writing and shall execute same as amendments to the Franchise.

**ARTICLE 18**  
**COOPERATION/COORDINATION**

The COUNTY and its authorized representatives shall be permitted free access at every reasonable facility for the inspection of all work, equipment and facilities of FRANCHISEE. The FRANCHISEE shall cooperate with the authorized representative of the COUNTY in every reasonable way in order to facilitate the progress of the work contemplated under this Franchise. The FRANCHISEE shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and act for FANCHISEE.

**ARTICLE 19**  
**TITLE TO WASTE**

The FRANCHISEE shall have title to all waste upon its collection; provided, however, that the COUNTY reserves the right at all times to elect to hold title and ownership to all or a portion of the waste collected (except Recyclables) by the FRANCHISEE pursuant to this Agreement. Such election by COUNTY shall be in writing signed by the Authorized Representative.

**ARTICLE 20**  
**STORMS AND HURRICANS**

In case of a storm or hurricane, the Authorized Representative may grant the FANCHISEE reasonable variance from regular schedules and routes. As soon as practicable after such storm, the FRANCHISEE shall advise the Authorized Representative and the customer of the estimated time required before regular schedules and routs can be resumed. In the case of a storm where it is necessary for the FRANCHISEE to acquire additional equipment and to hire extra crews to clean the service area of debris and refuse resulting from the storm, the FRANCHISEE shall be required to work with the COUNTY in all possible ways for the efficient and rapid cleanup of the service area. The FRANCHISEE shall receive extra compensation above the Agreement for additional men, overtime, and cost of rental equipment, provided he has first secured prior written authorization from the Authorized Representative. The total cost for such service shall be based on rates jointly agreed to in advance by the COUNTY and the FRANCHISEE. In the event of such storm or hurricane emergency, the COUNTY reserves the right to assign route or pick-up priorities as deemed necessary by the Authorized Representative.

**ARTICLE 21**  
**FRANCHISE'S OFFICERS**

The FRANCHISEE shall assign a qualified person or persons to be in charge of the operations within the service area, and he/she shall be responsible to the Authorized Representative and be accessible at reasonable times of call. The FRANCHISEE shall give the names and day and night telephone numbers of these persons to the COUNTY. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must b available for consultation with the Authorized Representative customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle, which is radio equipped.

## **ARTICLE 22**

### **DANGEROUS ANIMALS AND REFUSE COLLECTION**

Employees of the FRANCHISEE shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish refuse collection. In any case where the owner or tenants have such animals at large, the FRANCHISEE shall immediately notify the COUNTY'S Authorized Representative of such condition and of its inability to make collection because of such conditions.

## **ARTICLE 23**

### **CONDUCT OF EMPLOYEES**

The FRANCHISEE shall see to it that his employees serve the public in a courteous, helpful and impartial manner. FRANCHISEE'S collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be neither permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants. The FRANCHISEE shall also be responsible for complying to the following terms and conditions:

- (a) Each vehicle operator shall at times carry a valid driver's license for the type of vehicle that is being driven.
- (b) The FRANCHISEE shall provide operating and safety training for all personnel.
- (c) The FRANCHISEE'S collection employees shall wear a uniform or shirt bearing the company's name.

## **ARTICLE 24**

### **COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS**

The FRANCHISEE shall comply with all applicable County, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect. Article 26 describes procedures to be followed in the event of non-compliance.

The FRANCHISEE is required and hereby agrees by execution of this FANCHISEE to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act as amended and changed from time to time.

## **ARTICLE 25**

### **INDEPENDENT CONTRACTOR**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the FRANCHISEE as the agent, representative or employee of the COUNTY for any purpose whatsoever. The FANCHISEE is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The FRANCHISEE shall be solely responsible for the acts and omissions of its officers, agents, employees, permitted contractors and permitted subcontractors.

## ARTICLE 26

### ADEQUATE PERFORMANCE

For residential collection service, the FRANCHISEE shall provide the Authorized Representative, in a format acceptable to the Authorized Representative, the schedules for all collection routes and keep such information current at all times. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the FRANCHISEE shall immediately notify the customer affected in writing or other manner approved by the Authorized Representative not less than two (2) weeks prior to the change.

The FRANCHISEE shall maintain a complaint register and indicate the disposition of each complaint. Such record shall be available for COUNTY inspection at all times during business hours and shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved.

It is the intent of the COUNTY to ensure that the FRANCHISEE provides a high quality level of Solid Waste collection services. To this end, all complaints received by the FRANCHISEE or by the Authorized Representative and reported to the FRANCHISEE, shall be promptly resolved as provided herein. The Franchisee promises to maintain a high quality level of Solid Waste collection services. To this end, the following performance standards are hereby agreed to by both the COUNTY and the FRANCHISEE:

- A. Any complaint will be resolved to the COUNTY's satisfaction within 24 hours (except as set forth in Paragraph A.(2) below) from the time the FRANCHISEE is notified or it will become a legitimate complaint. If not resolved within 24 hours the following will result in a \$100 per incident per day liquidated damages assessment. In this event, the COUNTY may, at the COUNTY's discretion, deduct this money from payments due or to become due to the FRANCHISEE, not as a penalty, but as liquidated damages for such occurrence. Examples of such occurrences include but are not limited to:

- 1) Failure or neglect to provide collection service to any Dwelling Unit in the service area.
- 2) Failure to clean-up spillage caused by the FRANCHISEE. In addition to the cost liquidated damages in the amount of \$100 per incident per day, the COUNTY may charge the cost of cleanup of such locations.
- 3) Failure to maintain and/or submit to the COUNTY all documents and reports required under the provisions of the Agreement.
- 4) Failure to clean up leaking vehicle fluids from FRANCHISEE'S vehicles on roads or sides of roads.
- 5) Failure to maintain equipment in a clean condition.

B. The COUNTY may, at the COUNTY's discretion, immediately withhold from any money due or to become due the FRANCHISEE, not as a penalty but as liquidated damages, the following amounts for the following occurrences. The FRANCHISEE does not have a 24-hour grace period for these occurrences.

1) Commingling Solid Waste with recyclable Materials	\$100.00 per incident per location
2) Failure to maintain equipment in a safe and Sanitary manner	\$50.00 per incident per location
3) Failure to have vehicle operators properly Licensed	\$100.00 per incident per day

- |                                                                                                                                                                                                            |                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| 4) Failure to maintain office hours as required by this Agreement                                                                                                                                          | \$100.00 per incident per day                                                   |
| 5) Failure to properly cover/contain Solid Waste, Bulk Waste or Recyclables.                                                                                                                               | \$100.00 per incident                                                           |
| 6) Failure to display FRANCHISEE'S name.                                                                                                                                                                   | \$100.00 per incident pr day                                                    |
| 7) Failure to comply with the hours of operation as required by the Agreement.                                                                                                                             | \$100.00 per incident                                                           |
| 8) Failure or neglect to complete each route on the regular scheduled pick-up (a route is defined as 3 or more complete streets in the same area) as determined by the COUNTY'S Authorized Representative. | \$1,000.00 for each route not completed                                         |
| 9) Major route changes (examples of but not Limited to running routes backwards) without Proper notification.                                                                                              | \$100.00 per incident per day                                                   |
| 10) Failure to deliver any Solid Waste, Yard Trash or Recyclable Materials to the appropriate Designated Facility.                                                                                         | \$1,000.00 per incident                                                         |
| 11) Legitimate complaints (as determined by the Authorized Representative) over 15 per month.                                                                                                              | \$100.00 per incident (in Addition to other liquidated Damages under A.1 above) |

12) Legitimate complaints (as determined by the Authorized Representative) over 10 per day \$100.00 per incident (in addition to other liquidated damages under A.1 above)

- C. Effective six months after the initiation of this Agreement, non-informational telephone calls (i.e., complaints, whether they are determined legitimate or not) received by the COUNTY in excess of 25 per week shall result, at the COUNTY'S discretion, in a \$100 per incident liquidated damages assessment, not to include the first 25 calls per week. These liquidated damages assessments will be in addition to any assessments assessed per Article 26 (a) & (b) of this Agreement.
- D. The COUNTY may assess liquidated damages pursuant to this Article on a monthly basis and shall at the end of each month notify the FRANCHISE in writing of the liquidated damages assessed and the basis for each assessment. In the event the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the County Manager. In the event the FRANCHISEE wishes to contest to County Manager's decision, the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the Board and present its defense to such assessment(s).

The COUNTY'S Authorized Representative shall notify the FRANCHISEE in writing of any action taken with respect to FRANCHISEE'S claims and the decision of the Board will be final.

## ARTICLE 27

### DEFAULT AND DISPUTE OF THE AGREEMENT

The COUNTY may terminate this Agreement, except as otherwise provided below in this section, by giving FRANCHISEE fifteen (15) days advance written notice, upon the happening of any one of the following events:

- A. If more than \$7,500 in liquidated damages as specified in Article 26,(a), (b) and (c) have been assessed within the same calendar year.
  
- B. The FRANCHISEE takes the benefit of any present or future insolvency statute, 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, the FRANCHISEE 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 the FRANCHISEE seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided That, if any such judgment or 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 the FRANCHISEE and such possession of control shall continue in effect for a period of sixty (60) days; or,

E. The FRANCHISEE shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

Then such shall be considered a material breach of this Agreement and the Authorized Representative shall notify the FRANCHISEE in writing of the breach. If within a period of fifteen (15) days the FRANCHISEE has not eliminated the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Authorized Representative shall no notify the Board.

After these fifteen (15) days the COUNTY can cause the FRANCHISEE to be obligated to pay the COUNTY the amount specified in the bond and has the authority to terminate this Agreement.

**ARTICLE 28**  
**LAE TO GOVERN, VENUE, JURISDICTION**

This Agreement shall be governed by the laws of the State of Florida. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Okaloosa County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any suite, action or legal proceeding arising out of or relating to this Agreement shall be brought in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida.

**ARTICLE 29**  
**PERMITS AND LICENSES**

The FRANCHISEE shall obtain, at it's own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

**ARTICLE 30**  
**ILLEGAL PROVISIONS**

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions has not been sated herein.

**ARTICLE 31**  
**MODIFICATION**

The terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly executed by the parties hereto or their representatives. No modification or amendment of this Franchise shall be valid and effective unless evidenced by the require agreement in writing.

**ARTICLE 32**  
**PREPARTATION OF AGREEMENT**

This Agreement shall not be construed more strongly against any part regardless that such party, or its counsel, drafted this Agreement.

**ARTICLE 33**  
**REMEDIES CUMULATIVE**

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

The parties hereby agree that the rights of the COUNTY in the event the FANCHISEE takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire such certainty with regard to such matters.

**ARTICLE 34**  
**HEADINGS**

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

**ARTICLE 35**  
**COMPLETION OF PRIOR AGREEMENT**

Neither party shall have any rights, duties, liabilities or obligations arising out of the Agreement dated \_\_\_\_\_ between the parties hereto, including all addenda thereto, after \_\_\_\_\_ 20\_\_\_\_.

**ARTICLE 36**  
**EFFECTIVE DATE**

This Agreement shall become effective when executed by the parties, or when the Board adopts the Ordinance establishing the rates specified herein, which ever later occurs, provided that the FRANCHISEE shall begin collection of Solid Waste as covered herein on \_\_\_\_\_, 20\_\_\_\_\_.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused those present to be signed by their duly authorized officers intending to be legally bound, the parties have caused their authorized representatives to execute this Amendment as of the date first above written,

ATTESTED:

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_

Gary Stanford

Don R. Amunds

Deputy Clerk of Courts

Title: CHAIRMAN

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
President/Owner

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_, to me known to be the Chairman of Okaloosa County, Florida Board of County Commissioners, and he acknowledge before me that he executed the same for the purposes therein expressed freely and voluntarily under authority duly vested in him by said COUNTY and that the seal affixed thereto is the true COUNTY seal of said COUNTY.

WITNESS my hand and official seal in the State and County last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, and he acknowledged before me that he executed the same for the purposes therein expressed freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**SPECIAL WASTE**

Any waste meeting the description which follows is a “special waste”:

- a. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings).
- b. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCBs). Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCBs, etc.
- c. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
- d. “Empty” containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined RCRA “empty” according to the criteria specified at 40 C.F.R. s261.7.
- e. Asbestos containing waste from building demolition or cleaning. This applies to asbestos-bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc.
- f. Commercial products or chemicals: Off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with products use).

- g. Residue and debris from cleanup spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a special waste.
- h. Animal waste and parts from slaughterhouses or rendering plants.
- i. Waste produced by the mechanical processing of fruit, vegetables or grain. This includes such wastes as rinds, hulls, husks, pods, shells, and chaff.
- j. Dumping from septic tanks used exclusively by Dwelling Units (single family homes, duplexes, apartment buildings, hotels or motels).
- k. Sludge from a publicly owned sewage treatment plant serving primarily domestic users.
- l. Grease trap wastes from residences, restaurants, cafeterias not located at industrial facilities.
- m. Wash water wastes from a commercial car washes.
- n. Wash water wastes from commercial laundries or Laundromats.
- o. Chemical-containing equipment removed from service. Examples: Cathode ray tubes, batteries, fluorescent light tubes, etc.
- p. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.
- q. Closed cartridge filters from dry cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids).
- r. Containerized Waste to include, but not be limited to, a drum, barrel portable tank, box or pail.

- s. Waste transported in a bulk tanker.
- t. Liquid Waste. For purposes of this paragraph, liquid waste means any waste material that is determined to be or contain “free liquid” by the paint filter test (EPS Method 9095)
- u. Sludge Waste.
- v. Waste from an industrial process. Waste which requires special handling.
- w. Waste from a pollution control process.
- x. Residue or debris. From the cleanup of a spill or release of chemical substances, commercial products or wastes listed in paragraphs (s) through (x) of this definition.
- y. Soil, Water, Residue, or Debris. Articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in paragraphs (s) through (y) of this definition.
- z. Residential Wastes. Only if a rule issued pursuant to Chapter 403, Florida Statutes as amended by Chapter 88-130, Laws of Florida, or a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition occurs after the Effective Date of this Agreement, requiring material additional management that differs from the requirements applicable on the Effective Date of this Agreement.
- aa. Waste Tires

**EXHIBIT B**  
**PUBLIC EDUCATION PLAN**  
**RECYCLE! OKALOOSA COUNTY**

\_\_\_\_\_ is an industry leader in recycling and works closely with Mr. Jim Reece, Okaloosa county Recycling Coordinator. In an effort to maintain the successful Okaloosa County curbside recycling program \_\_\_\_\_ will:

- a. Provide routes and schedules of the recycling trucks and notify the County of any changes necessary.
- b. Participate in “Pride Week” as well as programs directed towards Okaloosa County school age children pertaining to recycling.
- c. Provide citizens of Okaloosa County with recycling information, at least three times per year, through the local media with information approved by the County.
- d. Provide a pick-up point for recycling bins and informational sheets on recycling.
- e. Maintain a Customer Service Center with properly qualified Customer Service Representatives to answer phone calls concerning recycling.
- f. Provide the County information required for tracking the recycling program, i.e. weights and commodities collected.
- g. Work with the County to maximize recycling.

**EXHIBIT C**  
**COUNTY ORDINANCE - RATES**