

COLUMBIA COUNTY, FLORIDA
SOLID WASTE COLLECTION FRANCHISE APPLICATION

Name of Applicant: _____

Address: _____

Telephone No.: _____

Name of Person Completing this Application: _____

Title: _____

Address: _____

Telephone No.: _____

In accordance with and subject to Article III, Chapter 90, Columbia County Code of Ordinances, Applicant requests grant of a non-exclusive franchise authorizing Applicant to engage in the business of collecting, hauling, or transporting certain solid waste within Columbia County.

YOU MUST ATTACH THE FOLLOWING ITEMS TO YOUR APPLICATION

Incomplete applications will not be submitted for Board of County Commissioners approval.

A. A detailed description of the solid waste collection, hauling, or transportation services Applicant wishes to provide in Columbia County. *Please note that certain services are the subject of an exclusive franchise granted to the County's contracted Solid Waste services provider and that the County will not authorize a competing franchise for those services.*

B. A list of the Applicants ownership, management and staff including written resumes or other materials showing the qualifications of those individuals to provide solid waste collection, hauling and transporting services.

C. Written summary of Applicant's business plan, including methodology for collecting, hauling, and transporting solid waste from accounts to be serviced in Columbia County and outlining Applicant's capability to effectively provide solid waste collection services in Columbia County within the requirements of state and local law.

D. Description of the Applicant's other experience in the solid waste collection business, including a list of other franchises granted by other units of government to the Applicant and a list of customers or contact persons for whom Applicant provided similar services within the past five (5) years. References must include contact names and telephone numbers and a brief description of the type of service performed and state when those services were provided.

E. A list Applicant's vehicles, tools, and equipment available for use in its performance of solid waste collection, hauling and transportation within Columbia County.

F. Non-refundable \$500 application fee to the Columbia County Board of County Commissioners.

Applicants may attach additional information that may assist the Columbia County Board of County Commissioners in evaluating the application.

The undersigned hereby certifies that all of the above statements and statements contained in any documents or plans submitted herewith are true and correct to the best of my knowledge and belief. The undersigned has reviewed the incorporated draft Non-exclusive Franchise Agreement below marked as "Exhibit A" and understands that compliance with its conditions is required for the enjoyment of the franchise if the same is granted.

Dated this _____ day of _____, 20__.

Applicant

Authorized Signature of Applicant

Print Name

Title

**EXHIBIT A
COLUMBIA COUNTY NON-EXCLUSIVE
SOLID WASTE COLLECTION FRANCHISE**

Pursuant to an application filed on the ___ day of _____, 20__ and approved by the Board of County Commissioners on the ___ day of _____, 20__, this Non-exclusive Solid Waste Collection Franchise is granted to _____, a _____ corporation or company with its principle place of business at _____.

This non-exclusive franchise is subject to the following conditions, all of which must be met prior to or concurrent with the performance of any work authorized by this franchise.

A. **SOLID WASTE SERVICES AUTHORIZED.** Subject to all terms and conditions of this grant of franchise, the Franchisee is authorized to provide solid waste collection services in Columbia County. Franchisee is authorized to collect, haul, and transport for disposal all solid waste not included under the exclusive Franchise granted in the County’s Solid Waste Agreement with Waste Pro of Florida, Inc. dated July 7, 2016.

B. **RATES.** The County does not set the rates Franchisee may charge its customers.

C. **INSURANCE.** Franchisee shall at all times during the term of the franchise maintain in full force and effect insurances as set forth in the table below. All insurance shall be by insurers and for policy limits acceptable to Columbia County, and shall be in full force and effect before commencement of providing any services under this franchise. Franchisee agrees to annually furnish the County with certificates of insurance. The initial certificates of insurance, executed on a standard ACORD form, have been filed with the County prior the grant of this franchise. All certificates shall contain a provision that coverage is afforded under the policies and will not be cancelled without 30 days’ written notice to the County. All certificates of insurance shall include the following statement “Interest of the certificate holder is included as an additional insured.”

Coverage	Limits of Liability
Workers’ Compensation	Statutory
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence/ \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$500,000 each occurrence/ \$1,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

D. **INDEMNITY.** Franchisee will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission or default of its franchise agreement by the Franchisee, its officers, agents, servants, and employees in the performance of the franchise; provided, however, that Franchisee shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

E. **DISPOSAL SITE.** Franchisee shall dispose of all solid waste collected pursuant to this franchise at the County landfill as approved and designated from time to time by the County. Solid waste shall be disposed of at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated within the County or otherwise approved by the County, or solid waste that is not covered under the terms of this franchise shall cause the Franchisee to incur the following penalties:

\$1,000.00 for the first violation;
\$5,000.00 for the second violation; and
Loss of franchise for the third violation.

F. **COMPETENCY OF FRANCHISEE.** The Board of County Commissioners has determined Franchisee competent based upon Franchisee's initial application. The County may from time to time require Franchisee to submit such additional information as the County may reasonably require to verify Franchisee is or remains adequately prepared to fulfill this franchise.

G. **PUBLIC INTEREST.** This franchise is granted as serving the best interests of the public.

H. **COMPLIANCE WITH LAWS.** Franchisee shall at all times conduct its operations under the franchise in compliance with all applicable local, state and federal laws.

I. **NON-DISCRIMINATION.** Franchisee shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

J. **LICENSES.** Franchisee shall obtain all licenses and permits (other than the license and permit granted by the franchise issued by Columbia County) and promptly pay all taxes required by the County.

K. **GRANT OF FRANCHISE DISCRETIONARY.** Franchisee acknowledges County, through its Board of County Commissioners, has discretion to approve or deny this franchise pursuant to Florida law and local codes.

L. **TERM.** The franchise shall be for the initial term of one (1) year beginning the effective date of the franchise. The franchise may be renewed annually on its anniversary date upon request of the Franchisee. Prior to renewal, Franchisee will be required to provide proof of current insurance as required by Section II A and pay a renewal fee of \$50. Franchisee shall

request renewal not later than thirty days before expiration or shall risk lapse of this franchise until such time as the Board of County Commissioners convenes in regular session to take up consideration of renewal. Unless duly extended on timely application of the Franchisee, this franchise shall terminate without requiring notice or any affirmative act by or from the County.

M. **BREACH.** In the event there should occur any breach or material default in the performance of any obligation of the Franchisee which has not been remedied within thirty (30) days after receipt of written notice from the County, the County may terminate the franchise at the end of said 30-day period. In the event the County alleges a material default on the part of Franchisee, and Franchisee disagrees that a default has occurred, it may, within ten (10) days after receiving notice of default, request a hearing with the County Manager. In the event the matter remains unresolved, the parties may, by mutual agreement, proceed to non-binding mediation or if the parties fail to successfully mediate the dispute, then either party may seek judicial review in a court of jurisdiction located in Columbia County, Florida.

N. **FRANCHISE NOT TRANSFERRABLE.** The franchise shall not be transferrable or assignable to any other person or entity without the express written consent of the County.

Approved by the Board of County Commissioners of Florida this ____ day of _____, 20__ and accepted by Franchisee this ____ day of _____, 20__.

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

FRANCHISEE

Rocky Ford, Chair

Attest:

Sign

Jay Swisher, Clerk

Print